

BLACK ROCK UTILITIES, INC.
ANNEXATION AND UTILITIES SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective as of the date of the latest signature hereto, (the "Effective Date") by and between BLACK ROCK UTILITIES, INC., an Idaho corporation ("BRU"), whose address is 18168 S. Kimberlite Drive, Coeur d'Alene, ID 83814, and ROCK CREEK IDAHO HOLDINGS, LLC, an Idaho limited liability company ("RCI"), whose address is 911 Wisconsin Ave., Suite 203, Whitefish, MT 59937.

RECITALS

WHEREAS:

A. RCI is the owner of certain real property consisting of approximately 1,000 acres, located in portions of Sections 4, 5, 8, and 9, Township 48 North, and Section 33, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, identified as Kootenai County Tax Assessor's Parcel Number(s) 48N04W080100, 48N04W080300, 48N04W081400, 48N04W081600, 48N04W081800, 48N04W081950, 48N04W058200, 48N04W080400, 48N04W057100, 48N04W056600, 48N04W056650, 48N04W059400, 007700050010, 071910010020, 48N04W051000, 48N04W051600, 48N04W043000, 48N04W043200, 48N04W041400, 48N04W042950, 48N04W045000, 48N04W043050, 48N04W043150, 49N04W336400, 49N04W336450, 49N04W336500, and more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Property").

B. The Property is a part of what has been approved for development as a planned unit development including up to 325 residential lots, a golf course, clubhouse, commercial improvements and related infrastructure and improvements, previously known as "Black Rock North." A final plat has been recorded for four (4) of the 325 residential lots under the Black Rock North PUD, and those lots have been annexed into the Black Rock Homeowner's Association Inc. and are obtaining utility services from BRU. The Property will be developed as a planned unit development now known as "Rock Creek Golf Club of Idaho" (referred to herein as "Rock Creek" and/or the "Project"), with up to 321 residential lots, together with existing and planned recreational and commercial amenities and improvements. Rock Creek is adjacent to, but not a part of, the Black Rock Planned Unit Development ("Black Rock").

C. BRU is a nonprofit private utility company. BRU owns and operates the water and sewer utilities and related infrastructure for Black Rock, and provides potable and irrigation water and sewer utilities services to the existing club house, maintenance building, golf course, comfort stations and entry landscaping at Rock Creek and all facilities for Black Rock. BRU provides service subject to the terms and conditions of various requirements under permits issued to BRU by the Idaho Department of Water Resources and the Division of Environmental Quality as well as a stipulated agreement with the Kootenai Environmental Alliance.

D. RCI, as the developer of Rock Creek, desires to have BRU provide water and sewer service to the Property and its Project and BRU desires to provide such service. BRU

represents that it is only able to provide water and sewer service to Rock Creek and the Property by annexing the Property and the Project into BRU's service territory.

E. RCI and/or its predecessors in interest installed various infrastructure improvements for irrigation water and sewer effluent disposal to the Property and the Project, including a wastewater collection and transmission line (force main) that takes wastewater from the Property to BRU's treatment facility located at Black Rock; a line that takes the treated wastewater from BRU's treatment facility to the Rock Creek golf course; a pond for storage of the treated wastewater; a pond for storage of irrigation water; lines for delivery of water for fire suppression and residential irrigation; a pump station for distribution of irrigation water to future development areas; and related facilities and equipment, all as shown on Exhibits "B" and "C", and as more particularly described on Exhibit "D" attached hereto and by this reference incorporated herein.

F. RCI and/or its predecessors in interest have developed an irrigation water source or sources, and have perfected and licensed water rights through the State of Idaho Department of Water Resources in the name of BRU for the benefit of the Property and the Project, as set forth on Exhibit "E" attached hereto and by this reference incorporated herein. Such water rights are sufficient to provide 358 Equivalent Residential Units ("ERU's") for potable water for up to 325 residential units, and 33 equivalent residential units for the clubhouse, commercial facilities and related uses at Rock Creek, and water sufficient to provide irrigation for a total of 330 acres consisting of the golf course, common areas, yards and landscaping, subject to the quantity limitations on the permits, pumping limitations and requirements of the Kootenai Environmental Alliance Agreement ("KEA Agreement").

G. The annexation into the BRU service area and the provision of potable and irrigation water and sewer utility services by BRU for the benefit of future improvements on the Property and to the Project shall be in accordance with the terms and conditions set forth in this Agreement.

H. By this Agreement, the parties desire to include by annexation the Property and the Project within BRU's service area; provide for the service by BRU of potable water and sewer utility service sufficient to service up to 354 ERU's on the Property and the Project; provide irrigation, using Class B treated wastewater or lake water, as determined by BRU, of up to 330 acres encompassing the golf course, common areas, comfort stations, yard and landscaping at the Project; define the terms under which water and sewer utility services will be provided to RCI as the developer of the residential, commercial and recreational improvements at Rock Creek and on the Property; enable the transfer and conveyance of existing utilities infrastructure by RCI to BRU; and establish the process for extending service to future subdivisions within the Project and the Property and improvements at Rock Creek and on the Property, upon the terms and conditions set forth herein.

I. The recitals contained herein are incorporated into this Agreement. The representations made by RCI and BRU as contained in said Recitals, and the commitments made by and between the parties, with respect to the matters set forth therein, constitute material portions of this Agreement.

NOW, THEREFORE, in consideration for the foregoing; for the mutual covenants, conditions, and agreements contained herein; and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. AGREEMENT FOR ANNEXATION AND TO PROVIDE SERVICES

A. BRU hereby confirms and agrees that the Property is hereby annexed into its service area and that it will provide potable water, irrigation water (including Class B wastewater as determined by BRU) and sewer utility services to the Property and the Project. Such service is subject to all regulatory requirements and restrictions, all permit requirements and the KEA Agreement and will require the calculation of the base irrigation amount for each irrigated parcel as is currently calculated for each Black Rock lot. Except as otherwise expressly provided for herein, all extensions and services shall be in accordance with, and subject to the requirements of the permits, the KEA Agreement, BRU's Utilities Rules and Regulations dated June 11, 2012, and the Utility Schedule of Rates and Fees as of April 27, 2012, including the Wet Utilities Application and Fees, as the same may be amended from time to time. In the event of any conflict between the terms of this Agreement and the Utilities Rules and Regulations and the Utility Schedule of Rates and Fees, the provisions of this Agreement shall prevail, except as to connection fees or recurring monthly rates and fees for water and sewer service applicable to all end user customers pursuant to BRU's Utility Schedule of Rates and Fees as they may be amended from time to time. RCI shall, in addition to other general and specific conditions set forth within this Agreement and in BRU's Rules and Regulations, pay for or reimburse BRU for all reasonable attorneys' fees, staff fees, filing fees, costs and expenses incurred by BRU to prepare for and complete annexation of the Property into BRU's service area within thirty (30) days of invoice therefore. BRU shall provide a schedule of said fees, costs and expenses to RCI within 30 days of the execution of this Agreement.

B. This Agreement is solely for the purpose of defining the terms and conditions for the provision of water and sewer utility services to the Property and the Project and the annexation of the Property and Project into the BRU service area. Nothing herein is intended, nor shall it be construed, as annexing or incorporating Rock Creek into the Black Rock PUD, or subjecting Rock Creek to any covenants, conditions, restrictions, articles, bylaws, rules or regulations applicable to the owners or properties located within the Black Rock PUD, including but not necessarily limited to the Black Rock Homeowner's Association, Inc., the Golf Club at Black Rock, LLC, or any related entities, operations or interests relating to Black Rock, except as expressly provided for herein.

C. For purposes of the parties' rights and obligations under this Agreement to provide water and sewer service, RCI may not increase the Project's density requiring water and sewer service beyond 321 residential ERU's, 33 non-residential (recreational or commercial) ERU's, and 330 acres of irrigation presently authorized and approved by Kootenai County without the approval of BRU. Other than increasing the density of the Project as it relates to the provision of water and sewer service, the approval or consent of BRU is not required for any other development aspects of the Project.

D. For purposes of the parties' rights and obligations under this Agreement, RCI shall be entitled to request and obtain information from BRU regarding water and sewer service and operations, payments provided to BRU in Article III, including financial statements of BRU's water and sewer accounts and reserved accounts, and shall be provided the same notice of meetings, rules and the like as pertains to water and sewer service as other customers of BRU, including those who may also be members of the Black Rock Homeowner's Association, Inc. Subsequent owners of properties in Rock Creek who become end user customers of BRU shall also be entitled to request and obtain information from BRU regarding water and sewer service and operations and shall be provided notice of meetings, rules and the like as pertains to water and sewer service as if they were members of the Black Rock Homeowner's Association, Inc.

II. PROPERTY TO BE ANNEXED AND RECEIVE SERVICE

A. The Property: Rock Creek represents that the Property to be included in the service area of BRU as a result of this Agreement is described in that legal description attached hereto as Exhibit "A" and incorporated herein as if set forth in full.

B. Development Plan for the Property: The Property has been approved for development as a planned unit development with up to 321 residential lots remaining, an 18-hole golf course, clubhouse, commercial improvements and related infrastructure and improvements, in accordance with approvals heretofore granted by Kootenai County, all as described and referenced in more particularity in Paragraph B of the Recitals hereof. The Property has been improved with a golf course, a clubhouse, and a maintenance facility to which BRU provides water and sewer services. A final plat has been recorded for four (4) of the 325 residential lots allowed by the PUD approval. These four (4) lots have previously been annexed into the Black Rock Homeowner's Association Inc. and are obtaining utility service from BRU. With each subsequent phase of the development of the Project, Rock Creek will provide a detailed development plan, subject to the conditions expressed herein, which will be used in estimating the necessary water (potable and irrigation) and effluent processing service requirements of the respective phase to be included within a "Will Serve Letter" ("Will Serve") from BRU. A Will Serve is BRU's agreement to provide reasonably continuous and adequate water and effluent processing services to a designated portion or phase of the Project, on the Property, upon Rock Creek's satisfaction of all conditions for the installation, the construction, design, and payment for necessary infrastructure as well as payment to BRU for necessary additional capacity or the like. Said conditions shall be in accordance with the terms of this Agreement, and the BRU Rules and Regulations, and shall be as provided and set forth in detail in each Will Serve.

C. Identification of Water Rights: Water rights which Rock Creek represents are sufficient to provide 358 ERU's for potable water for residential and commercial uses, and irrigation for 330 acres for the golf course, common areas, yards and landscaping, on the Property, have already been perfected by Rock Creek in the name of BRU. A detailed summary of the water rights to be used for the Property and the Project is attached hereto as Exhibit "E" and by this reference incorporated herein, including the number of acre feet or cfs, the permit number, the certificate number, the type of right, the approved manner of use, the approved place of use, and the current point or points of diversion (collectively "the Water Rights"). The

existing point or points of diversion for the Water Rights are from wells or lake pumping facilities currently owned by BRU as shown on the drawing included with Exhibit "E."

D. BRU Criteria for Acceptable Water Rights: BRU acknowledges that the current water rights described on Exhibit "E" are in a form and content acceptable to BRU, and have been accepted by BRU as such, and have been and shall be committed and held in reserve for the benefit of up to 358 ERU's of potable water and 330 acres of irrigation water on the Property. BRU agrees to take any and all steps necessary to beneficially use or bank said water rights to avoid forfeiture or abandonment of the Water Rights and to keep the Water Rights in good standing with IDWR, DEQ or any other governmental authority having jurisdiction over the water rights as long as RCI shall have the Water Rights available for use when needed if the Water Rights or any portion are banked. RCI agrees to cooperate in such activities for the preservation of the Water Rights.

E. Water Rights Dedication Requirements: If IDWR, DEQ or other governmental authority having jurisdiction over municipal water systems shall change the amount of water required to provide potable water to 358 ERU's or irrigation to 330 acres, and/or the Project's future improvements and subsequent phases would result in water usage exceeding that amount, Rock Creek shall be required to develop or perfect further water sources or water rights upon such terms and conditions as may then apply in accordance with all applicable governmental standards and BRU's Rules and Regulations in effect thirty (30) days prior to the date a Will Serve is requested for any applicable phase or phases. In the event that any governmental authority having jurisdiction over municipal water systems may reduce the amount of water required to provide service for 358 ERU's or irrigation to 330 acres to the Project: (1) Rock Creek shall not be entitled to a retroactive reduction in the amount of water rights for any phase of the Project for which a Will Serve has already been provided; and (2) Rock Creek shall be entitled to a reduction in the amount of water rights for any phase of the Project for which a Will Serve has not already been provided.

F. Water Saving Plans: All customers within BRU's service area are required to provide water saving landscape design and water saving plumbing devices. With each request for a Will Serve for any phase of the Project, Rock Creek shall include design specifications which meet BRU's guidelines applicable to all customers within its service area in effect at the time the Will Serve is requested. Rock Creek shall include within the CC&R's for the Project, water savings landscaping and low flow plumbing fixture builder specifications. A copy of the design guidelines and draft CC&R's for water saving landscape design and water saving plumbing devices shall be provided to BRU 30 days prior to issuance of the first Will Serve. If BRU determines Rock Creek's water saving landscape design guidelines and water saving plumbing specification in its CC&R's do not meet BRU's water saving guidelines applicable to all customers within its service area, BRU shall promptly notify RCI and identify the design guidelines and water saving plumbing specifications which do not comply with BRU's guidelines.

III. CONSIDERATION TO BE PAID FOR ANNEXATION AND UTILITIES SERVICES

A. In order to bring the Project in on an equal footing with other existing BRU customers, RCI agrees to pay BRU a fee equal to \$3,000 per ERU for each of the 321 remaining ERU's for potable water and sewer services for residential uses estimated for use at Rock Creek, for a total of \$963,000.00 (the "Reserve Fee"), which represents a good faith estimate of RCI's pro-rata share of previously unfunded or under-funded BRU reserves. The Reserve Fee shall be payable without interest in three (3) annual installments of \$321,000.00 each, commencing thirty (30) days after the Effective Date. The Reserve Fee shall be held in a reserve account for future system maintenance, repairs and capital improvements or replacements, to maintain existing and future infrastructure, including but not limited to infrastructure, replacements and upgrades previously made by RCI or dedicated infrastructure by RCI or its predecessors for Rock Creek. BRU will maintain a minimum level of cash and reserve funds in the sum of \$150,000.00 during the five (5) year period following the Effective Date.

B. In addition to the Reserve Fee, RCI agrees to pay an administrative potable and irrigation water and sewer fee equal to \$6,500 per quarter for the 321 + 33 (354) ERU's remaining for residential and commercial uses (the "Standby Fee"), commencing thirty (30) days after the Effective Date. This Standby Fee shall apply to unimproved lots or parcels to which service lines have not yet been extended. When services are available for extension to a new use, but have not yet been connected, a standby fee for that lot or use shall be the same as that charged to other BRU customers similarly situated. The Standby Fee shall be reduced by \$60 per quarter for each new ERU that either comes on line and commences to pay monthly service fees during the quarter or is subject to the standby fee charged to all customers to whom services are available for connection, but who have not yet connected. The amount of the Standby Fee (less reductions for active or available connections), shall be fixed for five (5) years from the Effective Date, and thereafter may be adjusted to reflect the then prevailing rate for Standby Fees charged to other undeveloped lots within BRU's service area.

C. In addition to the Reserve Fee and the Standby Fee, RCI agrees to pay a deposit equal to \$5,000.00 per water and sewer ERU, 354 total ERU's, which shall be due upon platting of lots, or development of new facilities in addition to the existing club house and maintenance facility, on the Property (the "Platting Deposit"). The Platting Deposit shall be paid prior to the recordation of any final plat or commencement of construction of any improvement not requiring a plat. The Platting Deposit shall be in lieu of any payment or contribution by RCI for water or sewer "off-site" improvements or improvements or costs incurred to expand water or sewer capacity needed to serve all or any portion of new development, not just new development by RCI. All Platting Deposits shall be paid by RCI into a separate account maintained by BRU specifically for holding only RCI's Platting Deposits. Funds from said account may only be withdrawn by BRU to fund capital projects, new facilities, or other improvements to existing facilities to ensure that adequate water and sewer capacity is available as and when services are required by RCI for up to 354 ERU's as defined in this Agreement, and thereafter as BRU may see fit for utility operations. A semi-annual accounting of these funds shall be provided to RCI, along with a financial statement of the reserve account or annual certification from BRU's Board, 30 days prior to the payment of the first Platting Deposit and on each anniversary date

thereafter. The semi-annual accountings provided by BRU shall cease when all Platting Deposits have been expended.

In the event that all or any portion of a Platting Deposit paid hereunder by RCI is not expended by BRU within two (2) years of BRU's receipt of the same, then BRU shall cause those specific deposits to be conditionally transferred to RCI prior to the two (2) year anniversary of BRU's receipt of the same. RCI shall be absolutely and unconditionally obligated to make a new Platting Deposit to BRU, equal to the full amount of all Platting Deposits conditionally transferred to RCI under the terms hereof, within thirty (30) days of RCI's receipt of the same. RCI's obligation to timely pay said Platting Deposits shall be specifically enforceable. Further, in the event of RCI's breach of this obligation, then BRU may suspend all performance under this Agreement except for service commitments to lots connected to the BRU system as of the date of said breach.

RCI or other developer(s) of the Project shall be separately responsible only for "on-site" water and sewer improvements related solely to their new development. By way of example, "off-site" improvements would be those which serve more than a Rock Creek plat or project, such as increased lagoon storage, lift stations, force mains, transmission lines and the like, while "on-site" improvements would serve solely a single subdivision or Project phase, such as service lines, distribution/collection lines, connections, meters, lift stations serving a specific subdivision, any lines or other facilities necessary to connect to existing BRU lines and facilities and the like.

The Platting Deposit shall be fixed for five (5) years from the Effective Date. Thereafter, during the second five (5) year period from the Effective Date, the Platting Deposit may be increased by an amount equal to any increases in the Consumer Price Index for Water and Sewer Utilities for the twelve month period ending September 30 of the preceding year, or five percent (5%) per annum, whichever is less. With respect to the third five (5) year period following the Effective Date, the Platting Deposit may be increased by an amount equal to any increase in the Consumer Price Index for Water and Sewer Utilities for the twelve (12) month period ending September 30 of the preceding year, or five percent (5%) per annum, whichever is higher. The "Consumer Price Index for Water and Sewer Utilities" ("CPI-U") shall mean the average for "all water and sewer utility items" shown on the United States City Average for All Urban Consumers, West-C (Size Class 50,000 to 33,000), as promulgated by the Bureau of Labor Statistics of the United States Department of Labor. In the event that the CPI-U ceases to incorporate a significant number of items, or if a substantial change is made in the method of establishing such CPI-U, then the CPI-U shall be adjusted to the figure that would have resulted had no change occurred in the manner of computing such CPI-U. In the event that such CPI-U (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication, evaluating the information theretofore used in determining the CPI-U, shall be used in lieu of such CPI-U. At no time will this Platting Deposit exceed the amount of any similar deposit or payment obligation required of any other customers of BRU.

RCI may elect, at its sole option, to have BRU invoice and collect the \$5,000 Platting Deposit from each purchaser of a lot at Rock Creek, at the time of any lot transfer, in addition to BRU's scheduled connection fees charged other customers. In that event, BRU shall cause a

credit to be issued for RCI's benefit as to each \$5,000 Platting Deposit collected as a result of a lot transfer. This credit shall be applied against any future Platting Deposits due from RCI until RCI provides notice that the Project has been completed and no future final plat approvals or development permits will be pursued, and thereafter RCI shall be reimbursed in cash, without interest, payable on a quarterly basis. RCI, as a result of electing this reimbursement plan, shall not be relieved of its obligation to pay Platting Deposits on any newly platted lots that are not covered by a collection credit.

BRU's estimated date for service to any Rock Creek properties shall be based on available funds, as described in this Agreement, and a reasonable time period to obtain permits and complete construction. BRU shall condition any Will Serve commitment on having available funds and adequate construction time to build any needed "off-site" improvements or facility expansions or new facilities. The typical time to obtain permits and construct facility improvements, upgrades, expansion(s) or new facilities is not less than two (2) years and for major improvements could be considerably longer. If BRU has not collected enough fees or deposits from its customers or other developers to fully pay for "off-site" improvements or improvements necessary to serve all or any portion of new development not just new development by RCI or to serve more than a Rock Creek plat or project, RCI may elect, at its sole option, to pre-pay or advance any facility expansion or new construction funds needed by BRU, if in excess of already collected fees and deposits from RCI under this section, should RCI desire service to be available prior to BRU's estimated date of available facilities and service. RCI shall be entitled to a credit against future Platting Deposits for any such advances. If no future Platting Deposits are contemplated or likely, BRU shall repay the advance by RCI by assessing a proportional amount to future customers benefitted by the improvements and reimbursing the same to RCI upon BRU's receipt of the fee from future customers or as the parties may otherwise mutually agree. BRU may choose to upsize certain facilities from other BRU funds to accommodate other future customers solely at BRU's discretion.

D. Regardless of the label ascribed thereto, all fees and deposits made under this Agreement are made for connections, service lines, or facilities which serve, or are designed to serve, more than one customer.

E. BRU agrees that other future annexees into the BRU service area shall be subject to the same types of fees and deposits as Rock Creek, i.e., Reserve Fee, Standby Fee and Platting Deposit, and there shall be no increased costs to Rock Creek, the Property and the Project as a result of any future annexations by BRU.

F. Except as otherwise expressly provided for herein, all monthly BRU costs, fees and charges for water and sewer service shall be applied to end user customers within Rock Creek and on the Property in accordance with the Schedule of Rates and Fees and Utilities Rules and Regulations applicable to all other customers within the Black Rock Utilities service area.

IV. INFRASTRUCTURE AND EASEMENTS REQUIRED FOR ANNEXATION AND UTILITIES SERVICES

A. RCI and its predecessors have installed various improvements for irrigation water and sewer effluent disposal (the "Utilities Infrastructure"), as described more fully in Recital E, above, and the Exhibits referred to therein. Certain Utilities Infrastructure has been used by BRU and RCI, billed based upon that use of Utilities Infrastructure, and the parties agree it has been accepted by BRU. For all other Utilities Infrastructure not in use and for which RCI has not been billed for the use, RCI agrees to inspect and test said Utilities Infrastructure, make any repairs needed as a result of said inspection and testing, and then guarantee and warrant all materials and workmanship for said Utilities Infrastructure for two (2) years from the date of first use by BRU.

B. Concurrent with the execution of this Agreement, RCI shall convey, transfer, assign and deliver to BRU all of RCI's right, title and interest in the Utilities Infrastructure, and grant non-exclusive easements for the maintenance thereof and access thereto across those portions of the Property affected thereby, in accordance with the Agreement for Easements and Transfer of Infrastructure for Utilities in the form of that attached hereto as Exhibit "F" and by this reference incorporated herein.

C. As set forth above, RCI and its predecessors have secured, perfected and licensed water rights through the State of Idaho Department of Water Resources in the name of BRU. Such rights include the Property within the Area of Beneficial Use, with sufficient capacity for 325 residential dwelling units (which number includes the four (4) lots previously platted and already annexed into the Black Rock Homeowners Association) and 33 ERU's for the associated commercial and recreational uses as approved in the Black Rock North Planned Unit Development. BRU shall provide consumption numbers for each ERU for potable, irrigation and sewer uses based on design criteria for the improvements. RCI shall not be required to provide or fund additional water rights or water capacity, other than the fees required in Article III of this Agreement and unless revised requirements are required by governmental agency(s), in exchange for BRU's commitment to provide water service to future subdivisions or improvements within Rock Creek and the Property until the 325 residential units (which number includes the four (4) lots previously platted and already annexed into the Black Rock Homeowners Association) and 33 ERU's for the associated commercial and recreational uses under the existing PUD approval have been made, except that RCI has agreed to transfer and convey to BRU a future well and water reservoir site and access easements for those sites. The sites and easements shall be of an adequate size and in an appropriate location suitable for BRU's use, including areas for equipment access and maneuvering, and mutually acceptable to both parties. The well and reservoir site shall be conveyed by RCI to BRU in fee title and access shall be conveyed by non-exclusive easements.

D. RCI has further agreed to provide land suitable for future lagoon storage of treated effluent of a size and in a location to be determined by mutual agreement of RCI and BRU in the general vicinity of the current gravel pit in the Northwest Quarter of Section 9, Township 48 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, prior to a Will Serve being provided for any plat which triggers the need for additional lagoon storage.

E. RCI has further agreed to provide an easement on RCI golf course land for Class B effluent disposal in amount necessary to provide for effluent disposal for 358 ERU's, which shall not be less than 53.5 acres of easement area, known as MU-188-06, 07 and 08, as described in Reuse Permit M-188-03. The location these HMU's is shown on Exhibit "C", incorporated herein. In addition, RCI will grant to BRU an easement for the use of the existing effluent and irrigation ponds and associated equipment and facilities to BRU, along with an easement to access them.

F. Unless otherwise specifically agreed in this Agreement, all nonexclusive easements for utility access, maintenance and repair as shown on all final plats shall be in accordance with Kootenai County requirements, and as provided in the Agreement for Easements and Transfer of Infrastructure for Utilities.

V. FUTURE SUBDIVISIONS AND IMPROVEMENTS / WILL-SERVE COMMITMENTS

A. RCI will be subject to the following terms and conditions in regard to on-site construction of utility facilities.

1. Subprojects: Within the Project, RCI may construct one or more subprojects. Each subproject may have a different name and purpose and each shall remain part of the Project. Subject, to the cumulative ERU limits within the definition of the Project, as set forth above, a subproject of the Project may be developed in more than one phase.

2. Improvement Plans: RCI shall provide improvement plans for all on-site utility infrastructure projects and related utility distribution facilities for each subproject or phase of the Project to BRU or its representative(s) for review and approval prior to commencing construction. These plans shall include all utility related infrastructure design and engineering. BRU's review and approval shall be for the purpose of ensuring that the plans and specifications are functional, efficiently designed in light of existing system infrastructure, and on par with the balance of the utility's systems, and in accordance with all governmental regulatory requirements or similar private or public utility providers in the area. BRU may in its discretion, require the use of certain construction materials and the satisfaction of certain construction standards, as reasonably necessary to satisfy the foregoing criteria. All construction shall be according to such plans and specifications as are approved by BRU. Following BRU approval to proceed and approval of the construction plans, BRU will inspect the construction as it is being completed for conformity with the plans, in accordance with its schedule of inspections set forth in the Rules and Regulations. All plans, maps and other documents needed to implement this paragraph shall be provided to BRU at least 45 days in advance of commencing construction of any improvements to allow adequate time for BRU's review and approval. These documents shall include, without limitation, all lines, transmission and distribution facilities, utility and access easements and all facilities required to connect the annexed Property to BRU's water and effluent processing systems. RCI shall provide final construction plans and shall give written notice five (5) business days prior to commencing construction. RCI shall provide BRU with a set of the approved plan documents in paper, "Adobe pdf," and AutoCAD formats prior to starting construction.

3. Oversight and Review of Plans and Construction: BRU shall inspect and approve all of RCI's construction activities that are related to on-site utility facilities intended to serve RCI's Project. These inspections shall be in accordance with the schedule described in the Rules and Regulations, and shall include all utility facilities that will be deeded to BRU prior to commencement of utility service to RCI's Project. RCI shall pay for all BRU's costs for personnel, materials, and travel necessary to provide all oversight, design review, engineering review, and on-site inspections associated with the construction of these facilities. RCI shall reimburse BRU for any reasonable expenses BRU incurs in review of said plans, which may include expenses related to design review, review of any tentative map(s) for any phase(s); review of any final plat(s) for any phase(s); and legal and engineering expenses. BRU agrees to provide RCI with an estimate of those expenses to be incurred prior to incurring the expense. RCI shall also reimburse BRU for its actual and reasonable administrative expenses incurred in the plan review and billing process.

4. On-Site Construction and Permits: RCI is fully and solely responsible to construct and pay for on-site facilities and to obtain all necessary federal, state, and county permits and or approvals, including those submitted in BRU's name, needed for any water and effluent processing lines and facilities required on-site to provide service to the Project. This provision will specifically include the supply of permanent electrical power to the treated wastewater irrigation pumps in RCI's effluent pond.

5. RCI understands and agrees that no on-site construction of utility facilities can be started without the issuance of all final permits and written authority from BRU to commence construction. RCI agrees to stop said construction if notified by BRU that work stoppage is required by any governmental agency or if written notice is provided to RCI that it has failed or is failing to construct in accordance with the approved construction plans.

6. RCI shall be responsible for any and all penalties, fines and assessments, and BRU's costs and fees, if construction of on-site utility facilities is commenced without the proper permits or without BRU's written approval or if construction violates any governmental permits or approvals and BRU incurs a penalty, fine or assessment as a result of RCI's actions without such approvals.

B. Final Construction Documents: RCI shall provide as-built improvement plan drawings of on-site utility facilities which shall include two Mylar reproducible copies; two bond copies and one copy in Adobe.pdf media and one in AutoCAD format of the final as built drawings to BRU upon transfer of the improvements to BRU.

C. Deeding Completed Facilities: After completion and approval of all project construction and prior to the start of any utility services, RCI shall transfer, convey, or deed, as the case may be, all necessary and appropriate on-site utility facilities, lines and access easements to BRU. The total maximum size of the easement shall be as determined by BRU so as to reasonably provide BRU with access for repairs, rebuilding or other on-going work to the facilities. RCI shall provide an engineered map and legal descriptions required to deed the utilities facilities, lines and easements to implement this Paragraph, as well as title insurance insuring that BRU's easement is prior in seniority to any competing easement interests or any financial obligations secured by the property. All plans, maps, deeds and other documents needed to implement this paragraph shall be provided to BRU for review and approval at least 45 days in advance of deeding or recording said documents.

D. Private Undertaking. RCI and BRU specifically understand and agree that the Property and the development of the Project on the Property by RCI, or RCI's successor-in-interest, is purely a private development, and no partnership, joint venture or other association or entity of any kind is formed by this Agreement. RCI and BRU agree that the only relationship between BRU and RCI is that of a private utility company providing services to the development of private property within the parameters of applicable law, ordinance, BRU's Rules and Regulations (and any amendments thereto) and this Agreement.

E. Notwithstanding any other term or provision of this Agreement, in the event RCI, as developer, fails to pay when due or within thirty (30) days after being invoiced for the same, whichever is earlier, any cost or expense for which RCI is obligated to pay or reimburse BRU, then any and all obligations of BRU to RCI hereunder *as developer*, of any kind or nature, shall be suspended until said payment is made. Services to RCI, or its successors or purchasers of property in the Project as customers of BRU are governed by their individual service agreements and the rules of BRU applicable to all customers equally, and shall not be affected by any failure of RCI *as developer* to perform under this Agreement.

F. Rock Creek hereby agrees to guarantee and warrant all materials and workmanship for all new future construction completed by Rock Creek or at Rock Creek's direction or control, including but not limited to water, effluent processing and effluent facilities and connection and distribution lines for two (2) years following their placement into service and final acceptance by BRU.

VI. FINAL PLAT ASSURANCE AND APPROVAL

No final plat may be recorded until the utility improvements described in this agreement have either been completed, or their completion bonded for, in accordance with Kootenai County requirements. No improvement may be occupied except upon issuance of a Certificate of Occupancy by Kootenai County, which will not issue except upon actual completion of the utility improvements and the extension of services to the improvement.

VII. INDEMNIFICATION AND HOLD HARMLESS

A. RCI acknowledges that BRU has no ability to control and govern the actions of the regulatory agencies, such as IDWR or IDEQ, with regard to such items as the approval of the annexation application, any water rights permit applications, the permitting process for safe drinking water and water quality, or any other process requiring regulatory approval or permitting. RCI agrees to indemnify, defend, and hold BRU harmless from any penalties, fines, or assessments if RCI commences on-site utility facility work, without the proper permits or without BRU's written approval or if RCI's construction violates any governmental permits or approvals and BRU incurs a penalty, fine or assessment as a result of RCI's actions.

B. RCI hereby agrees to indemnify, defend and shall hold BRU and its board, officers, agents, attorneys and employees harmless from any liability for injury, claims, damages, suits or actions for damage to BRU's property which may arise from RCI's conduct, or the

conduct of RCI's agents or successors, including contractors and sub-contractors, or by any one or more persons directly employed by or acting as the agent for RCI during the course of construction of any improvements pursuant to this Agreement, and until final approval and acceptance by BRU of such improvements, which shall not be unreasonably withheld or delayed. RCI shall, at RCI's sole expense and cost, repair any existing streets, sidewalks, storm drains, effluent processing lines, water lines or other improvement(s) which may be damaged during the course of and because of the construction of improvements on the Property or within BRU easements or BRU owned facilities during RCI's development of the Property. Alternatively, after notice and a reasonable opportunity for RCI to repair, BRU may repair any of said damages not repaired by RCI and RCI agrees to reimburse BRU for the reasonable costs of repairs. BRU agrees to provide RCI with an estimate of the cost of repairs prior to commencing repairs. The cost of repairs shall be reasonable if similar to a cost estimate provided by an independent third party.

C. BRU hereby agrees to indemnify, defend and shall hold RCI and its board, officers, agents, attorneys and employees harmless from any liability for injury, claims, damages, suits or actions for damage to RCI's property which may arise from BRU's conduct, or the conduct of BRU's agents or successors, including contractors and sub-contractors, or by any one or more persons directly employed by or acting as the agent for BRU during the course of construction of any improvements pursuant to this Agreement. BRU shall, at BRU's sole expense and cost, repair any existing streets, sidewalks, storm drains, effluent processing lines, water lines or other improvement(s) which may be damaged during the course of and because of BRU's construction on the Property or RCI owned facilities during RCI's development of the Property. Alternatively, after notice and a reasonable opportunity for BRU to repair, RCI may repair any of said damages not repaired by BRU and BRU agrees to reimburse RCI for the reasonable costs of repairs. RCI agrees to provide BRU with an estimate of the cost of repairs prior to commencing repairs. The cost of repairs shall be reasonable if similar to a cost estimate provided by an independent third party.

VIII. MISCELLANEOUS PROVISIONS

A. Force Majeure. Any covenants, conditions, provisions or agreements to be performed by BRU under this Agreement for the benefit of RCI shall not be deemed breached, nor shall RCI's obligations hereunder be terminated, canceled or released if BRU's performance is prevented or delayed as a result of causes beyond the control of BRU, such as fire, earthquake, casualty, weather, acts of God, war, riot, insurrection, strikes, lockouts or boycotts, insolvency of material men or suppliers or contractors, unavailability or shortage of labor, equipment, materials or transportation, condemnation, pending litigation or laws, regulations or requirements of any governmental authority.

B. Assignment. Neither this Agreement, nor any part hereof, or performance pursuant to the terms of this Agreement, may be assigned by RCI, except a transfer to an affiliated company ("related assignee") with the same ownership, without the prior written consent of BRU. The consent to an assignment of all or a portion of the duties, rights, covenants, and conditions of this Agreement shall not be unreasonably withheld by BRU. Both RCI and the assignees of RCI are required to notify BRU, within ten (10) days of a mutual agreement to

effect an assignment, of the assignee's name, address, contact telephone number and representative. Assignor and Assignee hereby agree to use BRU's form of Assignment Agreement, which will include, for any unrelated assignee, a paragraph assuming in writing all obligations of this agreement and BRU's Rules and Regulations to obtain BRU consent to the assignment. RCI and/or Assignee shall reimburse BRU for all costs BRU incurs in relation to the Assignment Agreement and completion of the Assignment process. These costs shall be estimated and paid as an advance to BRU starting the Assignment process. BRU shall approve or disapprove of an unrelated assignee within 15 calendar days of receiving all information requested by BRU in relation to this assignment. Any costs in excess of the estimated deposit amount shall be paid within fifteen (15) days of receiving a final invoice from BRU.

C. Notice. Any notices provided concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail and sent to the respective address of each party as set forth herein:

If to: BRU
To: Association Services, Inc.
c/o Sherry J. Lenarz, CMCA
1250 Ironwood Drive, Suite 330
Coeur d'Alene, ID 83814

And to: John F. Magnuson
Attorney at Law
P.O. Box 2350
Coeur d'Alene, ID 83816

If to: RCI
To: Gregory S. Lane
Fidelity National Resources LLC
911 Wisconsin Ave. Suite 203
Whitefish, MT 59937

And to: Janet D. Robnett
Lake City Law Group PLLC
701 E. Front Ave. #101
P.O. Box E
Coeur d'Alene, ID 83816

D. Governing Law. It is agreed between the parties that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Idaho.

E. Modification. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party, or an authorized representative of each party.

F. Effect of Agreement. This Agreement is intended to contain, define and delineate the entire conditions attendant to BRU's annexation of the Property upon RCI's request for inclusion of its Property into the service area of BRU. This Agreement supersedes all previous written and oral communication between BRU and RCI. A Memorandum of this Agreement in the form of that attached hereto as Exhibit "G" attached hereto and by this reference incorporated herein shall be recorded in the real property records for Kootenai County, Idaho.

G. Time of the Essence. Time is of the essence in the performance of the obligations contained in this Agreement.

H. Attorney's Fees. The parties retain all legal and equitable remedies in the event of any breach of the provisions of this Agreement. The party prevailing in any legal action initiated to enforce the terms of this Agreement shall be entitled to an award of reasonable attorney's fees and costs.

I. Interpretation. This Agreement has been drafted through the joint effort of the parties, and shall be construed fairly and not for or against either party.

J. Full Authority. The person signing this Agreement on behalf of each party represents that he/she has full corporate authority to do so.

K. No Third-Party Beneficiaries. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons or entities other than the parties hereto and their respective legal representatives, successors, and permitted assign.

L. Binding Effect. All the terms and provisions of this Agreement, whether so expressed or not, shall be binding, inure to the benefit of, and be enforceable by the Parties and their respective legal representatives, successors, and permitted assigns.

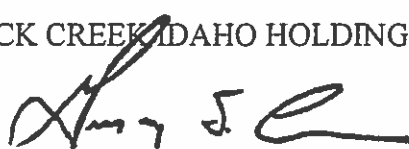
M. Waivers. The failure or delay of any party at any time to require performance by another party if any provisions of this Agreement, even if known, shall not affect the right of that party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any party of any breach or provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement.

N. Specific Performance. Each of the parties hereto acknowledges that the other will be irreparably damaged (and that damages at law would be an inadequate remedy) if this Agreement is not specifically enforced. Therefore, in the event of a breach or a threatened breach by any party of any material provision of this Agreement, then the other party shall be entitled to seek a decree of specific performance or such necessary restraining orders or injunctions, as the case may be, together with any other relief which the Court may adjudge appropriate.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

ROCK CREEK IDAHO HOLDINGS, LLC

BLACK ROCK UTILITIES, INC.

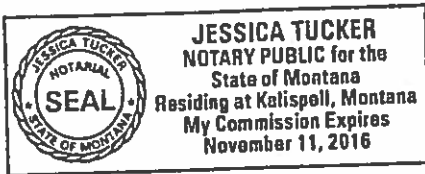

By: Gregory S. Lane
Its: Manager

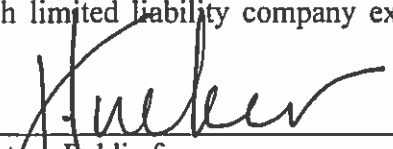
By: Roger Anderson
Its: President

STATE OF Montana
County of Flathead : SS.

On this 23rd day of February, 2015, before me Jessica Tucker, the undersigned Notary Public, personally appeared Gregory S. Lane, known or identified to me to be the Manager of Rock Creek Idaho Holdings, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

(SEAL)




Notary Public for _____
Residing at _____
Commission Expires: _____

STATE OF _____

: SS.

County of _____

On this ____ day of _____, 2015, before me _____, the undersigned Notary Public, personally appeared Roger Anderson, known or identified to me to be the president of Black Rock Utilities, Inc., 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.

(SEAL)

Notary Public for _____
Residing at _____
Commission Expires: _____

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

ROCK CREEK IDAHO HOLDINGS, LLC

BLACK ROCK UTILITIES, INC.

By: Gregory S. Lane
Its: Manager


By: Roger Anderson
Its: President

STATE OF _____
: ss.
County of _____

On this ____ day of _____, 2015, before me _____, the undersigned Notary Public, personally appeared Gregory S. Lane, known or identified to me to be the Manager of Rock Creek Idaho Holdings, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

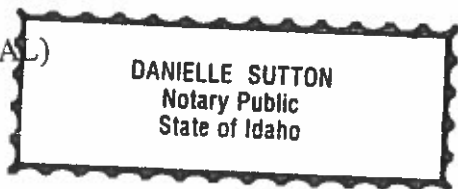
(SEAL)

Notary Public for _____
Residing at _____
Commission Expires: _____

STATE OF _____
: ss.
County of _____

On this 2nd day of March, 2015, before me Danielle Sutton, the undersigned Notary Public, personally appeared Roger Anderson, known or identified to me to be the president of Black Rock Utilities, Inc., 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.

(SEAL)



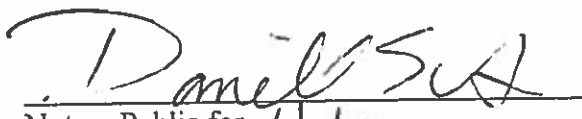

Notary Public for Idaho
Residing at Meridian
Commission Expires: 11/9/18

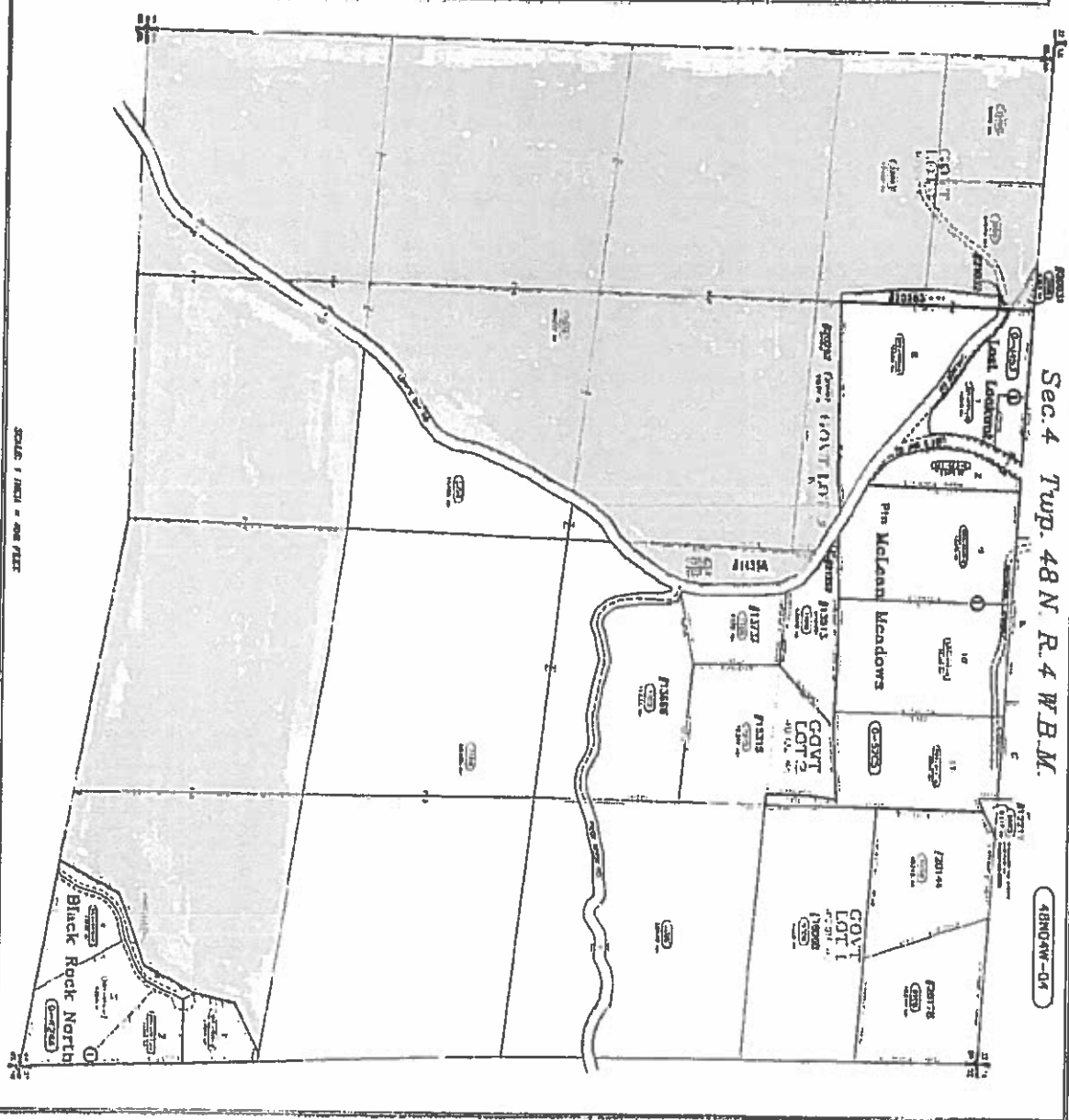
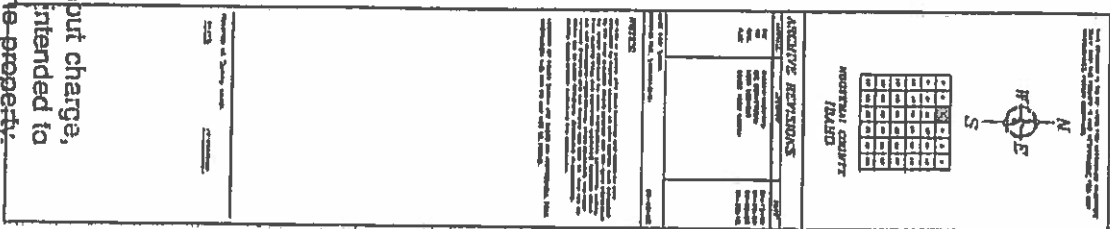
EXHIBIT "A"

Maps and Legal Description



Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

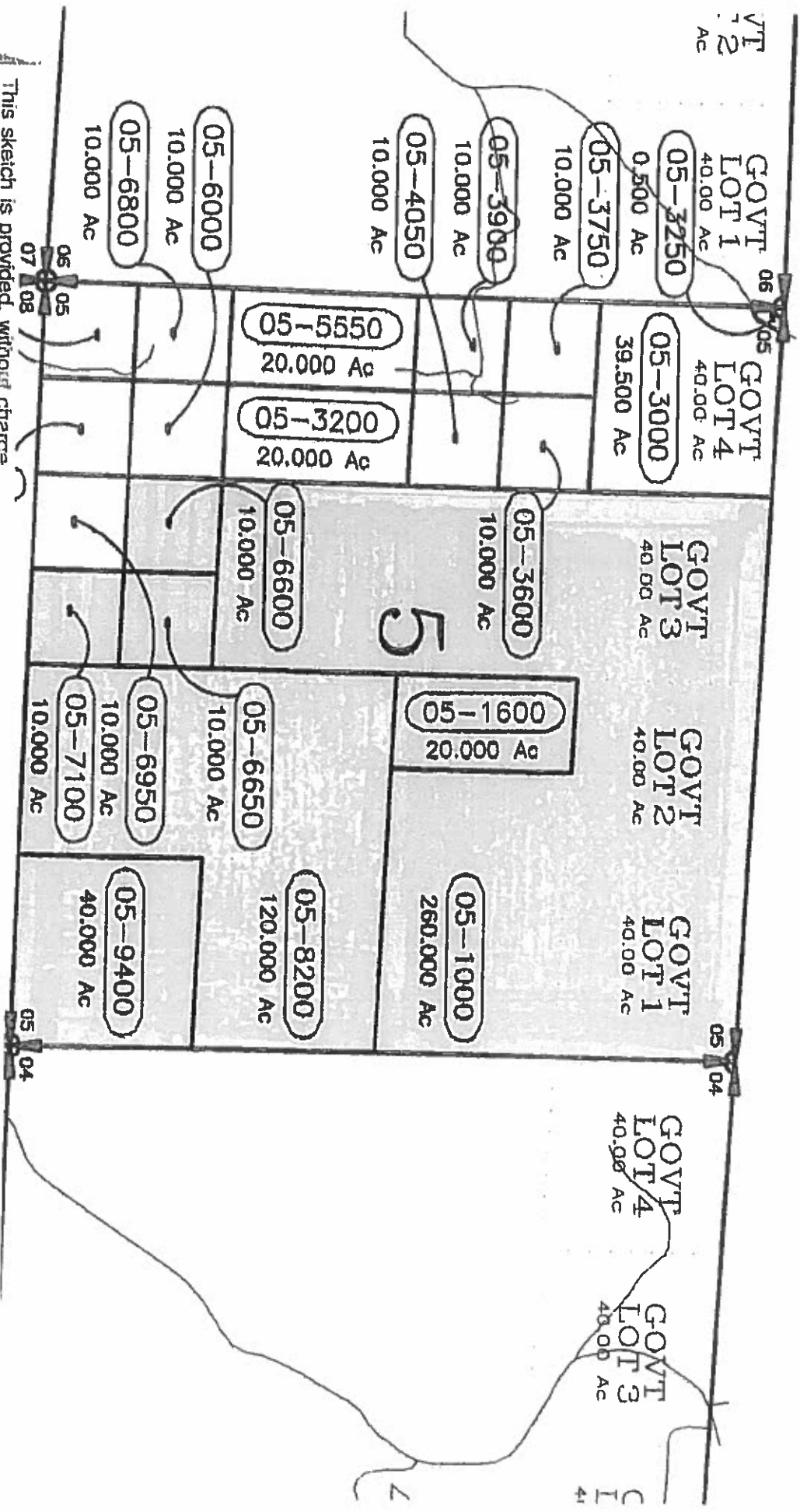
geoAdvantage
www.sentrydynamics.net

[illegible][illegible]

This sketch is provided, without charge, for your information. It is not intended to show all matters related to the property.

~~The Company assumes NO LIABILITY for any matter related to this sketch.~~

Sec. 1 Twp. 48N. R. 4W. B. M.



This sketch is provided, without charge, for your information. It is not intended to show all matters related to the property. The Company assumes NO LIABILITY for any matter related to this sketch.



Kootenai County, Idaho

1	2	3	4	5	6	7	8	9	10	11	12
13	14	15	16	17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	32	33	34	35	36



Adopted by the Board of Commissioners of Kootenai County, Idaho, on the 12th day of May, 1908.

Recorded in the Office of the County Clerk, Kootenai County, Idaho, on the 12th day of May, 1908.

NOTES.

This sketch is provided without charge for your information. It is not intended to show all matters related to the property. The Company assumes NO LIABILITY for any matter related to this sketch.

2900
10.207 Ac

\$19158

6400
10.207 Ac

GOVT
LOT 7
10.207 Ac

GOVT
LOT 8
10.207 Ac

"Black Rock" area

"Black Rock" with Add

Govt Lots 7 & 8 Sec. 08 Twp 48 N. R. 4 W. B. M.

SELECTION REVISIONS

The selection of the area shown on this map is for the purpose of showing the location of the area shown on the map. The selection of the area shown on this map is for the purpose of showing the location of the area shown on the map.

12/18/07 - for selection of the area shown on this map. The selection of the area shown on this map is for the purpose of showing the location of the area shown on the map.

01/18/08 - for selection of the area shown on this map. The selection of the area shown on this map is for the purpose of showing the location of the area shown on the map.

04/18/08 - for selection of the area shown on this map. The selection of the area shown on this map is for the purpose of showing the location of the area shown on the map.

07/18/08 - for selection of the area shown on this map. The selection of the area shown on this map is for the purpose of showing the location of the area shown on the map.

10/18/08 - for selection of the area shown on this map. The selection of the area shown on this map is for the purpose of showing the location of the area shown on the map.

01/19/09 - for selection of the area shown on this map. The selection of the area shown on this map is for the purpose of showing the location of the area shown on the map.

04/19/09 - for selection of the area shown on this map. The selection of the area shown on this map is for the purpose of showing the location of the area shown on the map.

07/19/09 - for selection of the area shown on this map. The selection of the area shown on this map is for the purpose of showing the location of the area shown on the map.

10/19/09 - for selection of the area shown on this map. The selection of the area shown on this map is for the purpose of showing the location of the area shown on the map.

01/20/10 - for selection of the area shown on this map. The selection of the area shown on this map is for the purpose of showing the location of the area shown on the map.

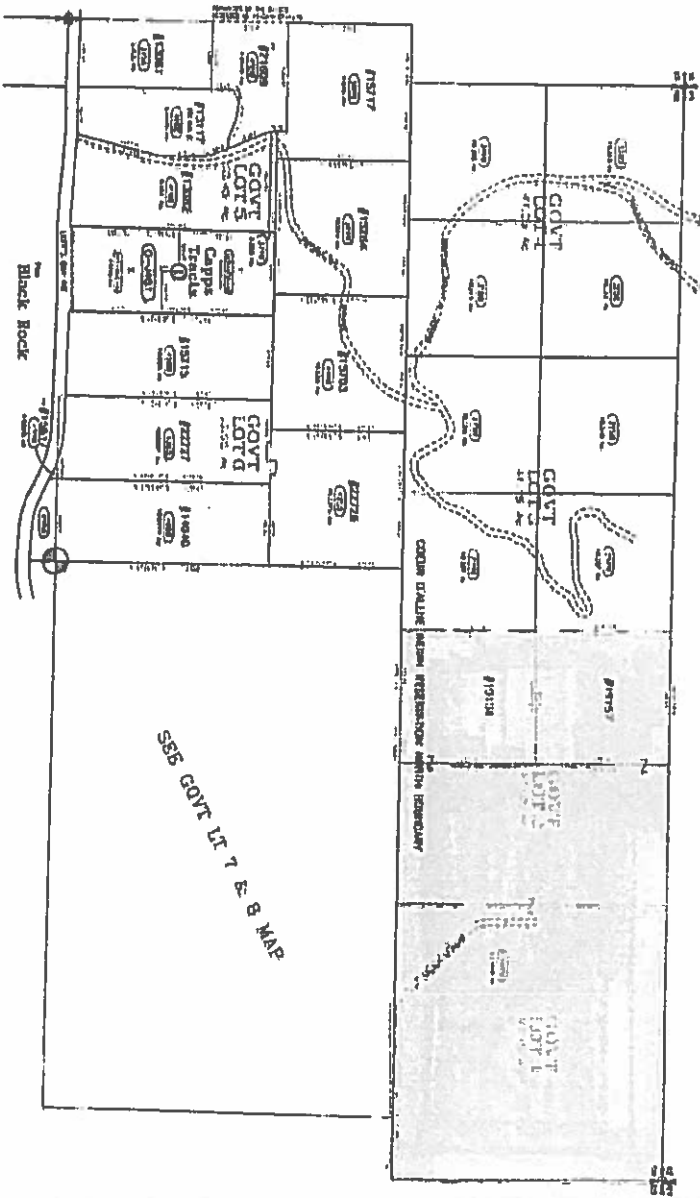
04/20/10 - for selection of the area shown on this map. The selection of the area shown on this map is for the purpose of showing the location of the area shown on the map.

07/20/10 - for selection of the area shown on this map. The selection of the area shown on this map is for the purpose of showing the location of the area shown on the map.

10/20/10 - for selection of the area shown on this map. The selection of the area shown on this map is for the purpose of showing the location of the area shown on the map.

This sketch is provided without charge, for your information. It is not intended to show all matters related to the property.

The Company assumes NO LIABILITY for any matter related to this sketch.

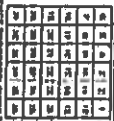


N 1/2 Sec. 8 Twp. 48 N. R. 4 W.B.M.

48N04W-08

SCALE: 1" = 1/2 MILE

N 1/2 Sec. 8 Twp. 48 N. R. 4 W.B.M.

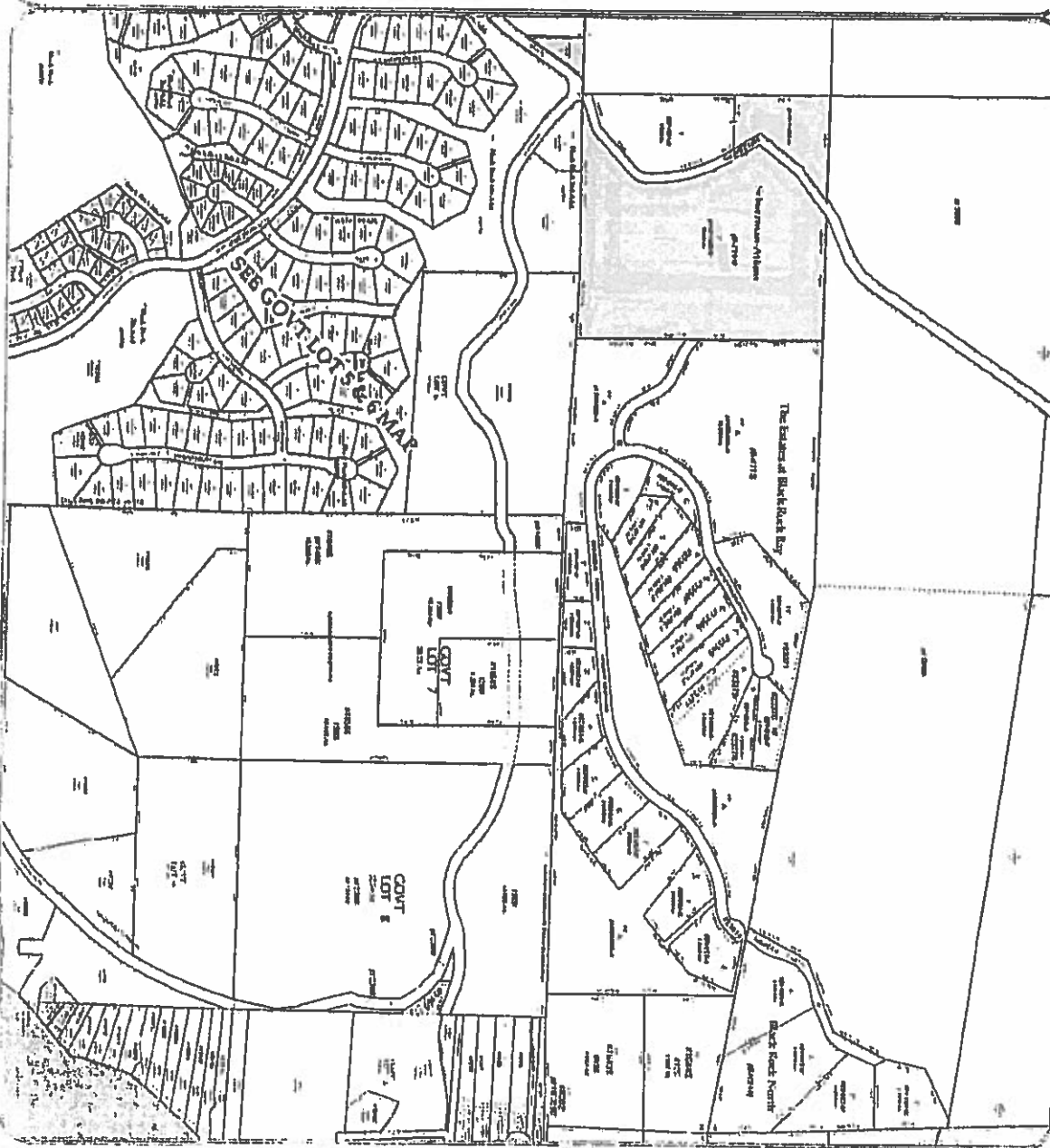


Abolition

[illegible]

© 2002 Blackwell Science Ltd, *Journal of Internal Medicine* 252: 103–110

This sketch is ^{provided} without charge, for your information. It is not intended to show all matters related to the property. The Company assumes NO LIABILITY for information related to this sketch.





Kootenai County, Idaho

1	2	3	4	5	6	7	8	9	10	11	12
13	14	15	16	17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	32	33	34	35	36
37	38	39	40	41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70	71	72
73	74	75	76	77	78	79	80	81	82	83	84
85	86	87	88	89	90	91	92	93	94	95	96
97	98	99	100	101	102	103	104	105	106	107	108
109	110	111	112	113	114	115	116	117	118	119	120
121	122	123	124	125	126	127	128	129	130	131	132
133	134	135	136	137	138	139	140	141	142	143	144
145	146	147	148	149	150	151	152	153	154	155	156
157	158	159	160	161	162	163	164	165	166	167	168
169	170	171	172	173	174	175	176	177	178	179	180
181	182	183	184	185	186	187	188	189	190	191	192
193	194	195	196	197	198	199	200	201	202	203	204
205	206	207	208	209	210	211	212	213	214	215	216
217	218	219	220	221	222	223	224	225	226	227	228
229	230	231	232	233	234	235	236	237	238	239	240
241	242	243	244	245	246	247	248	249	250	251	252
253	254	255	256	257	258	259	260	261	262	263	264
265	266	267	268	269	270	271	272	273	274	275	276
277	278	279	280	281	282	283	284	285	286	287	288
289	290	291	292	293	294	295	296	297	298	299	300
301	302	303	304	305	306	307	308	309	310	311	312
313	314	315	316	317	318	319	320	321	322	323	324
325	326	327	328	329	330	331	332	333	334	335	336
337	338	339	340	341	342	343	344	345	346	347	348
349	350	351	352	353	354	355	356	357	358	359	360
361	362	363	364	365	366	367	368	369	370	371	372
373	374	375	376	377	378	379	380	381	382	383	384
385	386	387	388	389	390	391	392	393	394	395	396
397	398	399	400	401	402	403	404	405	406	407	408
409	410	411	412	413	414	415	416	417	418	419	420
421	422	423	424	425	426	427	428	429	430	431	432
433	434	435	436	437	438	439	440	441	442	443	444
445	446	447	448	449	450	451	452	453	454	455	456
457	458	459	460	461	462	463	464	465	466	467	468
469	470	471	472	473	474	475	476	477	478	479	480
481	482	483	484	485	486	487	488	489	490	491	492
493	494	495	496	497	498	499	500	501	502	503	504
505	506	507	508	509	510	511	512	513	514	515	516
517	518	519	520	521	522	523	524	525	526	527	528
529	530	531	532	533	534	535	536	537	538	539	540
541	542	543	544	545	546	547	548	549	550	551	552
553	554	555	556	557	558	559	560	561	562	563	564
565	566	567	568	569	570	571	572	573	574	575	576
577	578	579	580	581	582	583	584	585	586	587	588
589	590	591	592	593	594	595	596	597	598	599	600
601	602	603	604	605	606	607	608	609	610	611	612
613	614	615	616	617	618	619	620	621	622	623	624
625	626	627	628	629	630	631	632	633	634	635	636
637	638	639	640	641	642	643	644	645	646	647	648
649	650	651	652	653	654	655	656	657	658	659	660
661	662	663	664	665	666	667	668	669	670	671	672
673	674	675	676	677	678	679	680	681	682	683	684
685	686	687	688	689	690	691	692	693	694	695	696
697	698	699	700	701	702	703	704	705	706	707	708
709	710	711	712	713	714	715	716	717	718	719	720
721	722	723	724	725	726	727	728	729	730	731	732
733	734	735	736	737	738	739	740	741	742	743	744
745	746	747	748	749	750	751	752	753	754	755	756
757	758	759	760	761	762	763	764	765	766	767	768
769	770	771	772	773	774	775	776	777	778	779	780
781	782	783	784	785	786	787	788	789	790	791	792
793	794	795	796	797	798	799	800	801	802	803	804
805	806	807	808	809	810	811	812	813	814	815	816
817	818	819	820	821	822	823	824	825	826	827	828
829	830	831	832	833	834	835	836	837	838	839	840
841	842	843	844	845	846	847	848	849	850	851	852
853	854	855	856	857	858	859	860	861	862	863	864
865	866	867	868	869	870	871	872	873	874	875	876
877	878	879	880	881	882	883	884	885	886	887	888
889	890	891	892	893	894	895	896	897	898	899	900
901	902	903	904	905	906	907	908	909	910	911	912
913	914	915	916	917	918	919	920	921	922	923	924
925	926	927	928	929	930	931	932	933	934	935	936
937	938	939	940	941	942	943	944	945	946	947	948
949	950	951	952	953	954	955	956	957	958	959	960
961	962	963	964	965	966	967	968	969	970	971	972
973	974	975	976	977	978	979	980	981	982	983	984
985	986	987	988	989	990	991	992	993	994	995	996
997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008
1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020
1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032
1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044
1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056
1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068
1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080
1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092
1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104
1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116
1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128
1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140
1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152
1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164
1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176
1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188
1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200
1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212
1213	1214	1215	1216	1217	1218	1219	1220	1221	1222	1223	1224
1225	1226	1227	1228	1229	1230	1231	1232	1233	1234	1235	1236
1237	1238	1239	1240	1241	1242	1243	1244	1245	1246	1247	1248
1249	1250	1251	1252	1253	1254	1255	1256	1257	1258	1259	1260
1261	1262	1263	1264	1265	1266	1267	1268	1269	1270	1271	1272
1273	1274	1275	1276	1277	1278	1279	1280	1281	1282	1283	1284
1285	1286	1287	1288	1289	1290	1291	1292	1293	1294	1295	1296
1297	1298	1299	1300	1301	1302	1303	1304	1305	1306	1307	1308
1309	1310	1311	1312	1313	1314	1315	1316	1317	1318	1319	1320
1321	1322	1323	1324	1325	1326	1327	1328	1329	1330	1331	1332
1333	1334	1335	1336	1337	1338	1339	1340	1341	1342	1343	1344
1345	1346	1347	1348	1349	1350	1351	1352	1353	1354	1355	1356
1357	1358	1359	1360	1361	1362	1363	1364	1365	1366	1367	1368
1369	1370	1371	1372	1373	1374	1375	1376	1377	1378	1379	1380
1381	1382	1383	1384	1385	1386	1387	1388	1389	1390	1391	1392
1393	1394	1395	1396	1397	1398	1399	1400	1401	1402	1403	1404
1405	1406	1407	1408	1409	1410	1411	1412	1413	1414	1415	1416
1417	1418	1419	1420	1421	1422	1423	1424	1425	1426	1427	1428
1429	1430	1431	1432	1433	1434						

REAL PROPERTY DESCRIBED IN THE SHERIFF'S DEED RECORDED MAY 22, 2012 AS INSTRUMENT NO. 2359246000, RECORDS OF KOOTENAI COUNTY, IDAHO:

PARCEL 1:

THE FOLLOWING 4 TRACTS LABELED A-D IN GOVERNMENT LOTS 7 AND 8 IN SECTION 8, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO:

TRACT A:

A TRACT OF LAND LOCATED IN GOVERNMENT LOT 8, SECTION 8, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, STATE OF IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 8;

THENCE SOUTH 3°37'03" WEST ALONG THE WEST LINE OF SAID GOVERNMENT LOT, A DISTANCE OF 1111.1 FEET TO THE NORTH RIGHT OF WAY OF EXISTING LOFF'S BAY ROAD;

THENCE 55.69 SOUTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 290.0 FEET ON A CHORD BEARING SOUTH 68°17'44" EAST, 55.60 FEET;

THENCE SOUTH 62°47'39" EAST ALONG SAID RIGHT OF WAY, 115.37 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 3°37'03" EAST, 588.0 FEET;

THENCE SOUTH 86°54'39" EAST, 955.4 FEET TO THE INTERSECTION WITH THE NORTH RIGHT OF WAY OF EXISTING COUNTY ROAD;

THENCE SOUTH 42°34'10" WEST ALONG SAID RIGHT OF WAY 538.6 FEET;

THENCE ALONG SAID RIGHT OF WAY ON A CURVE TO THE RIGHT, 161.47 FEET WITH A RADIUS OF 690.0 FEET AND A CENTRAL ANGLE OF 13°24'29";

THENCE SOUTH 55°58'39" WEST ALONG SAID RIGHT OF WAY, 107.27 FEET;

THENCE ALONG SAID RIGHT OF WAY ON A CURVE TO THE RIGHT, 341.96 FEET WITH A RADIUS OF 320.0 FEET AND A CENTRAL ANGLE OF 61°13'42";

THENCE NORTH 62°47'39" WEST ALONG SAID RIGHT OF WAY, 100.0 FEET TO THE TRUE POINT OF BEGINNING.

TRACT B:

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 8, TOWNSHIP 48 NORTH, RANGE 4 WEST OF THE BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, SAID PARCEL BEING A PORTION OF GOVERNMENT LOT 7, SAID SECTION 8, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 20, AS SHOWN ON THE RECORD OF SURVEY BY EUGENE H. WELBORN, R.L.S. #1020, FILED IN BOOK 4 AT PAGE 249, KOOTENAI COUNTY RECORDS, FROM WHICH THE CENTER OF SAID SECTION 8 BEARS SOUTH 3°28' 34" WEST A DISTANCE OF 1,759.89 FEET;

THENCE SOUTH 86°54' 39" EAST ALONG THE NORTH BOUNDARY LINE, SAID GOVERNMENT LOT 7, A DISTANCE OF 1329.84 FEET TO THE NORTHEAST CORNER OF LOT 7;

THENCE SOUTH 3°37'03" WEST ALONG THE EASTERLY BOUNDARY LINE, SAID LOT 7, A DISTANCE OF 766.02 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE SOUTH 3°37' 03" WEST CONTINUING ALONG SAID LINE A DISTANCE OF 345.08 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LOFF'S BAY ROAD, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 290.00 FEET, THROUGH A CENTRAL ANGLE OF 50°52' 50" A DISTANCE ALONG THE ARC OF 257.53 FEET, THE CHORD BEARING OF SAID CURVE BEING SOUTH 80°44' 47" WEST;

THENCE SOUTH 55°18' 20" WEST CONTINUING ALONG SAID RIGHT OF WAY, A DISTANCE OF 297.82 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1980.00 FEET, THROUGH A CENTRAL ANGLE OF 7°02' 34", A DISTANCE ALONG THE ARC OF 243.38 FEET;

THENCE SOUTH 48°15' 46" WEST CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 243.62 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 670.00 FEET, THROUGH A CENTRAL ANGLE OF 11°00' 00" A DISTANCE ALONG THE ARC OF 128.63 FEET;

THENCE NORTH 3°51'04" EAST LEAVING SAID RIGHT OF WAY, A DISTANCE OF 279.05 FEET;

THENCE NORTH 16°00' 00" EAST A DISTANCE OF 831.46 FEET;

THENCE SOUTH 86°54' 39" EAST A DISTANCE OF 84.09 FEET;

THENCE SOUTH 41°42' 23" EAST A DISTANCE OF 133.87 FEET;

THENCE SOUTH 86°54' 39" EAST A DISTANCE OF 568.90 FEET TO THE TRUE POINT OF BEGINNING.

TRACT C:

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 8, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, SAID PARCEL BEING A PORTION OF GOVERNMENT LOT 7, SAID SECTION 8, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER, LOT 20, AS SHOWN ON THE RECORD OF SURVEY BY EUGENE H. WELBORN, R.L.S. #1020, FILED IN BOOK 4, AT PAGE 249, KOOTENAI COUNTY RECORDS, FROM WHICH THE CENTER OF SAID SECTION 8 BEARS SOUTH 3°28' 34" WEST, A DISTANCE OF 1759.89 FEET;

THENCE SOUTH 3°28' 34" WEST, ALONG THE EASTERLY BOUNDARY LINE OF LOT 20, AS SHOWN ON SAID RECORD OF SURVEY, A DISTANCE OF 671.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 20, SAID CORNER BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE SOUTH 86°54' 39" EAST, A DISTANCE OF 580.00 FEET; THENCE SOUTH 16°00' 00" WEST, A DISTANCE OF 831.46 FEET;

THENCE SOUTH 3°51' 04" WEST, A DISTANCE OF 279.05 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOFF'S BAY ROAD;

THENCE NORTH 86°49' 26" WEST, LEAVING SAID RIGHT OF WAY, A DISTANCE OF 397.86 FEET TO THE SOUTHEAST CORNER OF LOT 21, AS SHOWN ON THE SAID RECORD OF SURVEY;

THENCE NORTH 3°28' 34" EAST, ALONG THE EASTERLY BOUNDARY LINE, SAID LOT 21, A DISTANCE OF 1088.88 FEET TO THE TRUE POINT OF BEGINNING.

TRACT D THE FOLLOWING 3 PARCELS:

TRACT 1:

THAT PORTION OF GOVERNMENT LOT 8, SECTION 8, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, LYING NORTH OF LOFF'S BAY COUNTY ROAD, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 8;

THENCE SOUTH 86°54' 39" EAST, ALONG THE NORTH LINE THEREOF 225.00 FEET;

THENCE SOUTH 03°28' 34" WEST, 587.97 FEET;

THENCE NORTH 86°54' 39" WEST, 69.31 FEET;

THENCE SOUTH 03°28' 34" WEST, 588.00 FEET TO THE NORTH MARGIN OF SAID LOFF'S BAY ROAD;

THENCE NORTH 62°47' 39" WEST, ALONG SAID NORTH MARGIN 115.37 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 290 FEET THROUGH A CENTRAL ANGLE OF 11°00' 10", AN ARC DISTANCE OF 55.69 FEET;

THENCE NORTH 03°37' 03" EAST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 8, 1111.10 FEET TO THE NORTH LINE THEREOF AND THE TRUE POINT OF BEGINNING.

TRACT 2:

THAT PORTION OF GOVERNMENT LOT 8, SECTION 8, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, LYING NORTH OF LOFF'S BAY COUNTY ROAD DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 8;

THENCE SOUTH 86°54'39" EAST, ALONG THE NORTH LINE THEREOF, 225.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 86°54' 39" EAST, ALONG SAID NORTH LINE 757.32 FEET;

THENCE SOUTH 23°49' 53" WEST, 628.71 FEET;

THENCE NORTH 86°54' 39' WEST, 538.63 FEET;

THENCE NORTH 03°28' 34" EAST, 587.97 FEET TO SAID NORTH LINE AND THE TRUE POINT OF BEGINNING.

TRACT 3:

THAT PORTION OF GOVERNMENT LOT 8, SECTION 8, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, LYING NORTH OF LOFF'S BAY ROAD.

LESS AND EXCEPT A TRACT OF LAND LOCATED IN GOVERNMENT LOT 8, SECTION 8, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, STATE OF IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 8;

THENCE SOUTH 3°37' 03" WEST ALONG THE WEST LINE OF SAID GOVERNMENT LOT, A DISTANCE OF 1111.1 FEET TO THE NORTH RIGHT OF WAY OF EXISTING LOFF'S BAY ROAD;

THENCE 55.69 SOUTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 290.0 FEET ON A CHORD BEARING SOUTH 68°17' 44" EAST, 55.60 FEET;

THENCE SOUTH 62°47' 39" EAST ALONG SAID RIGHT OF WAY 115.37 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 3°37' 03" EAST, 588.0 FEET;

THENCE SOUTH 86°54' 39" EAST, 955.4 FEET TO THE INTERSECTION WITH THE NORTH RIGHT OF WAY OF EXISTING COUNTY ROAD;

THENCE SOUTH 42°34' 10" WEST ALONG SAID RIGHT OF WAY 538.6 FEET;

THENCE ALONG SAID RIGHT OF WAY ON A CURVE TO THE RIGHT 161.47 FEET WITH A RADIUS OF 690.0 FEET AND A CENTRAL ANGLE OF 13°24' 29";

THENCE SOUTH 55°58' 39" WEST ALONG SAID RIGHT WAY 107.27 FEET;

THENCE ALONG SAID RIGHT OF WAY ON A CURVE TO THE RIGHT 341.96 FEET WITH A RADIUS OF 320.0 FEET AND A CENTRAL ANGLE OF 61°13' 42";

THENCE NORTH 62°47' 39" WEST ALONG SAID RIGHT OF WAY 100.0 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF GOVERNMENT LOT 8, SECTION 8, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, LYING NORTH OF LOFF'S BAY COUNTY ROAD, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 8;

THENCE SOUTH 86°54' 39" EAST, ALONG THE NORTH LINE THEREOF 225.00 FEET;

THENCE SOUTH 03°28' 34" WEST, 587.97 FEET;

THENCE NORTH 86°54' 39" WEST, 69.31 FEET;

THENCE SOUTH 03°28' 34" WEST, 588.00 FEET TO THE NORTH MARGIN OF SAID LOFF'S BAY ROAD;

THENCE NORTH 62°47' 39" WEST, ALONG SAID NORTH MARGIN 115.37 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 290 FEET THROUGH A CENTRAL ANGLE OF 11°00' 10", AN ARC DISTANCE OF 55.69 FEET;

THENCE NORTH 03°37' 03" EAST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 8, 1111.10 FEET TO THE NORTH LINE THEREOF, AND THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF GOVERNMENT LOT 8, SECTION 8, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, LYING NORTH OF LOFF'S BAY COUNTY ROAD DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 8;

THENCE SOUTH 86°54' 39" EAST, ALONG THE NORTH LINE THEREOF, 225.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 86°54' 39" EAST, ALONG SAID NORTH LINE 757.32 FEET;

THENCE SOUTH 23°49' 53" WEST, 628.71 FEET;

THENCE NORTH 86°54' 39" WEST, 538.63 FEET;

THENCE NORTH 03°28' 34" EAST, 587.97 FEET TO SAID NORTH LINE AND THE TRUE POINT OF BEGINNING.

PARCEL 2:

THE NORTH HALF OF THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, AND GOVERNMENT LOTS 1 AND 2, SECTION 8, ALL IN TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, STATE OF IDAHO.

PARCEL 3:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO.

PARCEL 4:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO.

PARCEL 5:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO.

AND

LOT 2, BLOCK 1, SCHORZMAN-ATKINS SHORT PLAT, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER IN BOOK "I" OF PLATS AT PAGES 253 AND 253A, RECORDS OF KOOTENAI COUNTY, IDAHO.

PARCEL 6:

LOTS 1, 2 AND 3, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO.

AND

GOVERNMENT LOT 4, SECTION 4, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO.

EXCEPTING THEREFROM A PORTION OF THAT PROPERTY REFERRED TO IN EXHIBIT "E" OF QUIET TITLE JUDGEMENT RECORDED UNDER INSTRUMENT NO. 1906262 IN SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 4, SECTION 4; THENCE

NORTH 00°45'39" EAST ALONG THE EAST LINE OF SAID LOT 4 A DISTANCE OF 135.30 FEET TO THE POINT OF BEGINNING; THENCE

SOUTH 87°21' 30" WEST 48.71 FEET; THENCE

NORTH 02°51' 12" WEST 32.07 FEET; THENCE

NORTH 03°13' 21" WEST 10.60 FEET; THENCE

NORTH 02°51' 19" WEST 23.11 FEET; THENCE

NORTH 03°43' 08" WEST 37.65 FEET; THENCE

NORTH 03°46' 01" WEST 51.50 FEET; THENCE

NORTH 03°11' 51" WEST 16.13 FEET; THENCE

NORTH 07°58' 23" WEST 24.73 FEET; THENCE

NORTH 05°22' 53" WEST 23.29 FEET; THENCE

NORTH 06°14' 48" WEST 58.80 FEET; THENCE

NORTH 05°01' 03" WEST 87.73 FEET; THENCE

NORTH 00°16' 11" WEST 39.22 FEET; THENCE

NORTH 18°20' 54" WEST 5.57 FEET; THENCE

NORTH 00°28' 20" WEST 116.01 FEET; THENCE

NORTH 04°23' 45" EAST 125.91 FEET; THENCE

NORTH 03°34' 02" EAST 185.71 FEET; THENCE

NORTH 02°44' 00" EAST 41.99 FEET; THENCE

SOUTH 80°57' 24" EAST 34.12 FEET; THENCE

SOUTH 73°27' 34" EAST 37.42 FEET TO A POINT ON THE EAST LINE OF SAID GOVERNMENT LOT 4; THENCE

SOUTH 00°45' 39" WEST A DISTANCE OF 880.68 FEET TO THE POINT OF BEGINNING.

AND EXCEPTING THEREFROM ALL OF THAT PORTION OF SAID GOVERNMENT LOT 4, SECTION 4, LYING NORTHEASTERLY OF THE EXISTING ROADWAY, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, FURTHER DESCRIBED AS FOLLOWS:

ALL OF THAT PORTION OF GOVERNMENT LOT 4, SECTION 4, LYING NORTHEASTERLY OF THE EXISTING ROADWAY, TOWNSHIP 48 NORTH, RANGE 4, WEST BOISE MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 1/2 INCH IRON ROD AND PLS 3451 CAP MARKING THE NORTHEAST CORNER OF GOVERNMENT LOT 4, SECTION 4, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

THENCE ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4, SECTION 4, SOUTH 00°46' 41" WEST, A DISTANCE OF 137.94 FEET TO A SET IRON ROD AND PLS 4194 CAP ON THE NORTHEASTERLY RIGHT OF WAY OF COUNTY ROAD NO. 115 BELLGROVE-STINSON ROAD;

THENCE ALONG THE NORTHEASTERLY RIGHT OF WAY OF SAID ROAD THE FOLLOWING 2 COURSES, ALL MARKED BY IRON RODS AND PLS 4194 CAPS;

1) NORTH 50°44'36" WEST, A DISTANCE OF 73.10 FEET;

2) THENCE NORTH 60°31' 30" WEST, A DISTANCE OF 210.09 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE AFOREMENTIONED GOVERNMENT LOT 4, SECTION 4;

THENCE ALONG SAID NORTH LINE OF GOVERNMENT LOT 4, SECTION 4, SOUTH 87°13' 28" EAST, A DISTANCE OF 241.66 FEET TO THE POINT OF BEGINNING.

PARCEL 7, THE FOLLOWING TRACTS:

TRACT A:

A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND GOVERNMENT LOT 2, SECTION 4, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (CN 1/16 CORNER);

THENCE NORTH 1°08' 28" EAST, 159.98 FEET ALONG THE WEST BOUNDARY OF SAID LOT 2 TO A POINT ON THE CENTERLINE OF LOFF'S BAY ROAD;

THENCE TRAVERSING SAID CENTERLINE AS FOLLOWS:

SOUTH 58°36' 55" EAST, 49.07 FEET;

THENCE 332.38 FEET ALONG THE ARC OF A 335.58 FOOT RADIUS CURVE RIGHT, SAID CURVE HAVING A CHORD BEARING SOUTH 30°14' 24" EAST, 318.96 FEET;

THENCE SOUTH 1°51' 53" EAST, 328.02 FEET;

THENCE SOUTH 2°28' 04" WEST, 104.42 FEET;

THENCE SOUTH 12°40' 51" WEST, 42.73 FEET;

THENCE SOUTH 21°56' 11" WEST, 51.81 FEET;

THENCE SOUTH 31°00' 18" WEST, 99.74 FEET;

THENCE SOUTH 32°35' 22" WEST, 104.42 FEET;

THENCE SOUTH 36°33' 02" WEST, 100.94 FEET;

THENCE SOUTH 42°15' 53" WEST, 51.24 FEET;

THENCE NORTH 1°08' 28" EAST, AND LEAVING SAID CENTERLINE 955.75 FEET ALONG THE WEST BOUNDARY OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION LYING IN LOFF'S BAY ROAD.

TRACT B:

A PARCEL OF LAND IN GOVERNMENT LOT 3, SECTION 4, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 3, SECTION 4;

THENCE NORTH 00°46' 05" EAST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 135.57 FEET;

THENCE NORTH 89°12' 07" EAST, A DISTANCE OF 312.12 FEET;

THENCE NORTH 89°47' 56" EAST, A DISTANCE OF 321.36 FEET;

THENCE NORTH 89°06' 35" EAST, A DISTANCE OF 325.48 FEET;

THENCE NORTH 82°25' 36" EAST, A DISTANCE OF 170.38 FEET;

THENCE SOUTH 84°22' 44" EAST, A DISTANCE OF 128.59 FEET;

THENCE NORTH 87°27' 56" EAST, A DISTANCE OF 78.74 FEET TO THE INTERSECTION WITH THE WEST LINE OF SAID GOVERNMENT LOT 2;

THENCE SOUTH 01°08' 46" WEST, A DISTANCE OF 260.57 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN;

THENCE NORTH 85°39' 49" WEST, 1334.86 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE QUARTER CORNER OF SAID SECTION 4;

THENCE SOUTH 01°57' 14" WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, 980.93 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE CONTINUE SOUTH 01°57' 14" WEST, ALONG SAID EAST LINE, 65.86 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LOFF'S BAY ROAD;

THENCE NORTH 57°48' 19" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE 125.33 FEET;

THENCE SOUTH 83°34' 01" EAST, 29.69 FEET;

THENCE NORTH 88°16' 39" EAST, 78.83 FEET TO THE POINT OF BEGINNING.

ALL LYING SOUTH OF THE SOUTH LINE OF THE PLAT OF MCLEAN MEADOWS RECORDED IN BOOK "G" OF PLATS PAGE 493, KOOTENAI COUNTY, IDAHO.

TRACT C:

THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER

OF THE SOUTHEAST QUARTER, ALL IN SECTION 4, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO.

EXCEPTING THEREFROM A PORTION OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST QUARTER OF SAID SECTION 4, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, SAID POINT BEING A 1 INCH IRON PIPE AS SHOWN BY INSTRUMENT NO. 1341198, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE NORTH 76°58' 58" WEST ALONG THE SOUTH LINE OF SECTION 4, A DISTANCE OF 1106.63 FEET;

THENCE NORTH 29°07'51" EAST, A DISTANCE OF 370.78 FEET TO A 5/8 INCH REBAR WITH AN ORANGE PLASTIC CAP, STAMPED P.L.S. 4346;

THENCE NORTH 71°05' 20" EAST, A DISTANCE OF 402.07 FEET TO A 5/8 INCH REBAR WITH AN ORANGE PLASTIC CAP, STAMPED P.L.S. 4346;

THENCE NORTH 28°40' 09" EAST, A DISTANCE OF 325.54 FEET TO A 5/8 INCH REBAR WITH AN ORANGE PLASTIC CAP, STAMPED P.L.S. 4346;

THENCE NORTH 14°25' 38" EAST, A DISTANCE OF 225.75 FEET TO A 5/8 INCH REBAR WITH AN ORANGE PLASTIC CAP, STAMPED P.L.S. 4346;

THENCE NORTH 65°00' 05" EAST, A DISTANCE OF 297.30 FEET BEING ON THE EAST-WEST 1/16TH LINE BETWEEN THE SE 1/16TH CORNER ON THE SOUTH 1/16TH CORNER OF SAID SECTION 4, SAID POINT ALSO BEING 5/8 INCH REBAR WITH AN ORANGE PLASTIC CAP, STAMPED P.L.S. 4346;

THENCE SOUTH 78°57' 20" EAST ALONG SAID EAST-WEST 1/16TH LINE A DISTANCE OF 46.31 FEET TO THE SOUTH 1/16TH CORNER OF SAID SECTION 4;

THENCE SOUTH 00°25' 56" WEST ALONG THE EAST LINE OF SAID SECTION 4 A DISTANCE OF 1324.52 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 4 AND THE POINT OF BEGINNING.

AND

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, STATE OF IDAHO.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO BABBITT LOGGING, INC. BY WARRANTY DEED RECORDED JULY 1, 1997 AS INSTRUMENT NO. 1495927, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, STATE OF IDAHO, LYING EAST OF LOFF'S BAY COUNTY ROAD,

TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 4, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, STATE OF IDAHO, LYING EAST OF LOFF'S BAY COUNTY ROAD.

PARCEL 8:

ALL OF THAT PORTION OF GOVERNMENT LOT 4, SECTION 4, LYING NORTHEASTERLY OF THE EXISTING ROADWAY, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 1/2 INCH IRON ROD AND PLS 3451 CAP MARKING THE NORTHEAST CORNER OF GOVERNMENT LOT 4, SECTION 4, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

THENCE ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4, SECTION 4, SOUTH 00°46'41" WEST, A DISTANCE OF 137.94 FEET TO A SET IRON ROD AND PLS 4194 CAP ON THE NORTHEASTERLY RIGHT OF WAY OF COUNTY ROAD NO. 115 BELLGROVE-STINSON ROAD;

THENCE ALONG THE NORTHEASTERLY RIGHT OF WAY OF SAID ROAD THE FOLLOWING 2 COURSES, ALL MARKED BY IRON RODS AND PLS 4194 CAPS:

1) NORTH 50°44'36" WEST, A DISTANCE OF 73.10 FEET;

2) THENCE NORTH 60°31'30" WEST, A DISTANCE OF 210.09 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE AFOREMENTIONED GOVERNMENT LOT 4, SECTION 4;

THENCE ALONG SAID NORTH LINE OF GOVERNMENT LOT 4, SECTION 4, SOUTH 87°13'28" EAST, A DISTANCE OF 241.66 FEET TO THE POINT OF BEGINNING.

REAL PROPERTY DESCRIBED IN THE CORPORATE WARRANTY DEED RECORDED APRIL 1, 2014 AS INSTRUMENT NO. 2451067000, RECORDS OF KOOTENAI COUNTY, IDAHO;

PARCEL 1:

THE EAST 1/3 OF GOVERNMENT LOT 4, SECTION 33, TOWNSHIP 49 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO.

LESS ALL OF THAT PROPERTY SOUTH OF THE EXISTING FOUR-STRAND BARBED WIRE

FENCE LINE AS SAID FENCE EXISTED IN 1979 AND STILL EXISTS AT THE TIME OF EXECUTION OF THIS DEED, RUNNING EAST AND WEST ALONG THE SOUTH EDGE OF THE EXISTING ROAD, FORMERLY KNOWN AS COUNTY ROAD 115, IN THE SOUTHWESTERLY PART OF THE PROPERTY DESCRIBED BELOW:

EAST 1/3 OF GOVERNMENT LOT 4, SECTION 33, TOWNSHIP 49 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND 2 1/2 INCH ALUMINUM PIPE AND 3 INCH ALUMINUM CAP MARKING THE SOUTHWEST CLOSING CORNER OF SECTION 33;

THENCE ALONG THE SOUTH BOUNDARY OF SECTION 33, SOUTH 87°22'19" EAST, A DISTANCE OF 87.72 FEET TO THE STANDARD CORNER FOR SECTIONS 4 AND 5;

THENCE CONTINUING ALONG THE SOUTH BOUNDARY OF SECTION 33, SOUTH 87°13'28" EAST, A DISTANCE OF 793.49 FEET TO A SET IRON ROD AND PLS 4194 CAP MARKING THE SOUTHWEST CORNER OF THE EAST 1/3 OF GOVERNMENT LOT 4, SECTION 33 AND THE POINT OF BEGINNING;

THENCE ALONG THE WEST LINE OF THE EAST 1/3 OF GOVERNMENT LOT 4, SECTION 33, NORTH 00°09'11" WEST, A DISTANCE OF 32.91 FEET TO A SET IRON ROD AND PLS 4194 CAP MARKING THE INTERSECTION WITH THE AFOREMENTIONED FOUR-STRAND BARBED WIRE FENCE;

THENCE ALONG SAID FENCE THE FOLLOWING TWO COURSES ALL MARKED WITH SET IRON RODS AND PLS 4194 CAPS;

1. SOUTH 66°02'41" EAST, A DISTANCE OF 53.72 FEET;
2. THENCE SOUTH 76°32'21" EAST, A DISTANCE OF 72.58 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID EAST 1/3 OF GOVERNMENT LOT 4;

THENCE ALONG THE SOUTH LINE OF SAID EAST 1/3 OF GOVERNMENT LOT 4 AND THE SOUTH LINE OF SECTION 33, NORTH 87°13'28" WEST, A DISTANCE OF 119.73 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THE EAST HALF OF THE WEST 2/3 OF GOVERNMENT LOT 4, SECTION 33, TOWNSHIP 49 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO.

LESS:

ALL OF THAT PROPERTY SOUTH OF THE EXISTING FOUR-STRAND BARBED WIRE FENCE LINE AS SAID FENCE EXISTED IN 1979 AND STILL EXISTS AT THE TIME OF EXECUTION OF THIS DEED, RUNNING EAST AND WEST ALONG THE SOUTH EDGE OF THE EXISTING ROAD, FORMERLY KNOWN AS COUNTY ROAD 115, IN THE SOUTHERLY PART OF THE PROPERTY DESCRIBED BELOW:

EAST 1/2 OF THE WEST 2/3 OF GOVERNMENT LOT 4, SECTION 33, TOWNSHIP 49 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, COMMONLY KNOWN AS ROCKFORD BAY TRACT 29 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND 2 1/2 INCH ALUMINUM PIPE AND 3 INCH ALUMINUM CAP MARKING THE SOUTHWEST CLOSING CORNER OF SECTION 33;

THENCE ALONG THE SOUTH BOUNDARY OF SECTION 33, SOUTH 87°22'19" EAST, A DISTANCE OF 87.72 FEET TO THE STANDARD CORNER OF SECTIONS 4 AND 5;

THENCE CONTINUING ALONG THE SOUTH BOUNDARY OF SECTION 33, SOUTH 87°13'28" EAST, A DISTANCE OF 352.88 FEET TO A SET IRON ROD AND PLS 4194 CAP MARKING THE SOUTHWEST CORNER OF THE EAST HALF OF THE WEST 2/3 OF GOVERNMENT LOT 4, SECTION 33 AND THE POINT OF BEGINNING;

THENCE ALONG THE WEST LINE OF SAID EAST HALF OF THE WEST 2/3 OF GOVERNMENT LOT 4, SECTION 33, NORTH 00°12'52" WEST, A DISTANCE OF 104.11 FEET TO A SET IRON ROD AND PLS 4194 CAP MARKING THE INTERSECTION WITH THE AFOREMENTIONED FOUR-STRAND BARBED WIRE FENCE;

THENCE ALONG SAID FENCE THE FOLLOWING 3 COURSES ALL MARKED WITH SET IRON RODS AND PLS 4194 CAPS:

1. SOUTH 86°51'55" EAST, A DISTANCE OF 226.49 FEET;
2. SOUTH 74°06'45" EAST, A DISTANCE OF 97.90 FEET;
3. SOUTH 66°02'41" EAST, A DISTANCE OF 131.40 FEET TO THE INTERSECTION WITH THE EAST LINE OF SAID EAST HALF OF THE WEST 2/3 OF GOVERNMENT LOT 4;

THENCE ALONG SAID EAST LINE, SOUTH 00°09'11" EAST, A DISTANCE OF 32.91 FEET TO A SET IRON ROD AND PLS 4194 CAP MARKING THE INTERSECTION WITH THE SOUTH LINE OF SECTION 33 AND THE SOUTHEAST CORNER OF SAID EAST HALF OF THE WEST 2/3 OF GOVERNMENT LOT 4;

THENCE ALONG THE SOUTH LINE OF SAID EAST HALF OF THE WEST 2/3 OF GOVERNMENT LOT 4 AND THE SOUTH LINE OF SECTION 33, NORTH 87°13'28" WEST, A DISTANCE OF 440.61 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

ALL OF THAT PROPERTY SOUTH OF THE EXISTING FOUR-STRAND BARBED WIRE FENCE LINE AS SAID FENCE EXISTED IN 1979 AND STILL EXISTS AT THE TIME OF EXECUTION OF THIS DEED, RUNNING EAST AND WEST ALONG THE SOUTH EDGE OF THE EXISTING ROAD, FORMERLY KNOWN AS COUNTY ROAD 115, IN THE SOUTHWESTERLY PART OF THE PROPERTY DESCRIBED BELOW:

EAST 1/3 OF GOVERNMENT LOT 4, SECTION 33, TOWNSHIP 49 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND 2 1/2 INCH ALUMINUM PIPE AND 3 INCH ALUMINUM CAP MARKING THE SOUTHWEST CLOSING CORNER OF SECTION 33;

THENCE ALONG THE SOUTH BOUNDARY OF SECTION 33, SOUTH 87°22'19" EAST, A DISTANCE OF 87.72 FEET TO THE STANDARD CORNER FOR SECTIONS 4 AND 5;

THENCE CONTINUING ALONG THE SOUTH BOUNDARY OF SECTION 33, SOUTH 87°13'28" EAST, A DISTANCE OF 793.49 FEET TO A SET IRON ROD AND PLS 4194 CAP MARKING THE SOUTHWEST CORNER OF THE EAST 1/3 OF GOVERNMENT LOT 4, SECTION 33 AND THE POINT OF BEGINNING;

THENCE ALONG THE WEST LINE OF THE EAST 1/3 OF GOVERNMENT LOT 4, SECTION 33, NORTH 00°09'11" WEST, A DISTANCE OF 32.91 FEET TO A SET IRON ROD AND PLS 4194 CAP MARKING THE INTERSECTION WITH THE AFOREMENTIONED FOUR-STRAND BARBED WIRE FENCE;

THENCE ALONG SAID FENCE THE FOLLOWING TWO COURSES ALL MARKED WITH SET IRON RODS AND PLS 4194 CAPS;

1. SOUTH 66°02'41" EAST, A DISTANCE OF 53.72 FEET;
2. THENCE SOUTH 76°32'21" EAST, A DISTANCE OF 72.58 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID EAST 1/3 OF GOVERNMENT LOT 4;

THENCE ALONG THE SOUTH LINE OF SAID EAST 1/3 OF GOVERNMENT LOT 4 AND THE SOUTH LINE OF SECTION 33, NORTH 87°13'28" WEST, A DISTANCE OF 119.73 FEET TO THE POINT OF BEGINNING.

AND

ALL OF THAT PROPERTY SOUTH OF THE EXISTING FOUR-STRAND BARBED WIRE FENCE LINE AS SAID FENCE EXISTED IN 1979 AND STILL EXISTS AT THE TIME OF EXECUTION OF THIS DEED, RUNNING EAST AND WEST ALONG THE SOUTH EDGE OF THE EXISTING ROAD, FORMERLY KNOWN AS COUNTY ROAD 115, IN THE SOUTHERLY PART OF THE PROPERTY DESCRIBED BELOW:

EAST 1/2 OF THE WEST 2/3 OF GOVERNMENT LOT 4, SECTION 33, TOWNSHIP 49 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, COMMONLY KNOWN AS ROCKFORD BAY TRACT 29 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND 2 1/2 INCH ALUMINUM PIPE AND 3 INCH ALUMINUM CAP MARKING THE SOUTHWEST CLOSING CORNER OF SECTION 33;

THENCE ALONG THE SOUTH BOUNDARY OF SECTION 33, SOUTH 87°22'19" EAST, A DISTANCE OF 87.72 FEET TO THE STANDARD CORNER OF SECTIONS 4 AND 5;

THENCE CONTINUING ALONG THE SOUTH BOUNDARY OF SECTION 33, SOUTH 87°13'28" EAST, A DISTANCE OF 352.88 FEET TO A SET IRON ROD AND PLS 4194 CAP MARKING THE SOUTHWEST CORNER OF THE EAST HALF OF THE WEST 2/3 OF GOVERNMENT LOT 4, SECTION 33 AND THE POINT OF BEGINNING;

THENCE ALONG THE WEST LINE OF SAID EAST HALF OF THE WEST 2/3 OF GOVERNMENT LOT 4, SECTION 33, NORTH 00°12'52" WEST, A DISTANCE OF 104.11 FEET TO A SET IRON ROD AND PLS 4194 CAP MARKING THE INTERSECTION WITH THE AFOREMENTIONED FOUR-STRAND BARBED WIRE FENCE;

THENCE ALONG SAID FENCE THE FOLLOWING 3 COURSES ALL MARKED WITH SET IRON RODS AND PLS 4194 CAPS:

1. SOUTH 86°51'55" EAST, A DISTANCE OF 226.49 FEET;
2. SOUTH 74°06'45" EAST, A DISTANCE OF 97.90 FEET;
3. SOUTH 66°02'41" EAST, A DISTANCE OF 131.40 FEET TO THE INTERSECTION WITH THE EAST LINE OF SAID EAST HALF OF THE WEST 2/3 OF GOVERNMENT LOT 4;

THENCE ALONG SAID EAST LINE, SOUTH 00°09'11" EAST, A DISTANCE OF 32.91 FEET TO A SET IRON ROD AND PLS 4194 CAP MARKING THE INTERSECTION WITH THE SOUTH LINE OF SECTION 33 AND THE SOUTHEAST CORNER OF SAID EAST HALF OF THE WEST 2/3 OF GOVERNMENT LOT 4;

THENCE ALONG THE SOUTH LINE OF SAID EAST HALF OF THE WEST 2/3 OF GOVERNMENT LOT 4 AND THE SOUTH LINE OF SECTION 33, NORTH 87°13'28" WEST, A DISTANCE OF 440.61 FEET TO THE POINT OF BEGINNING.

REAL PROPERTY DESCRIBED IN THE QUITCLAIM DEED RECORDED MARCH 5, 2013, INSTRUMENT NO. 2399401000, RECORDS OF KOOTENAI COUNTY, IDAHO:

LOT 1, BLOCK 5, BLACK ROCK, ACCORDING TO THE PLAT RECORDED IN BOOK "I" OF PLATS AT PAGE 299, ET SEQ., RECORDS OF KOOTENAI COUNTY, IDAHO.

EXHIBIT "B"

Site Plan for Utilities Infrastructure

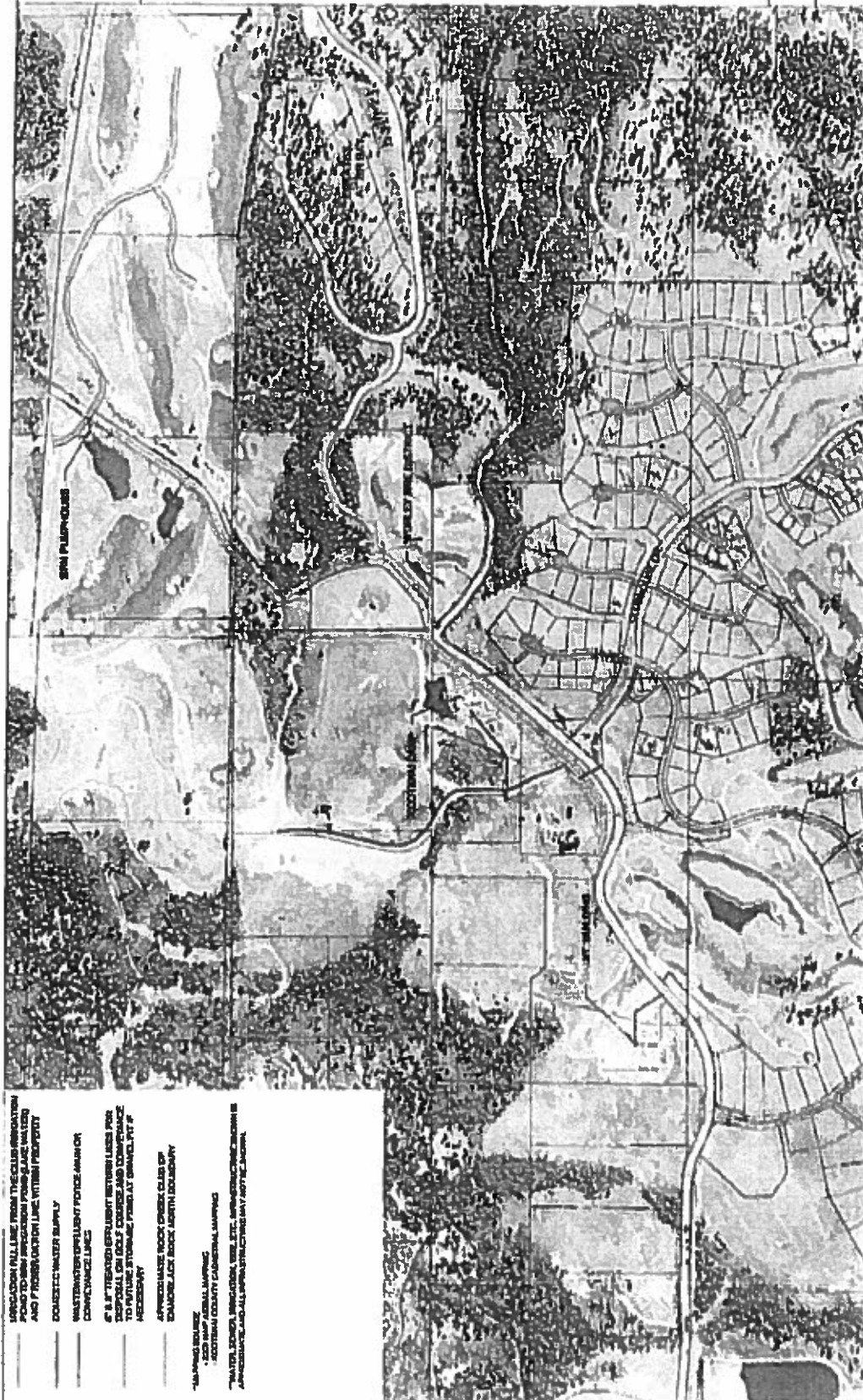


EXHIBIT B

ROCK CREEK CLUB OF IDAHO/BLACK ROCK NORTH
APPROXIMATE INFRASTRUCTURE (WATER, SEWER, IRRIGATION, FIRE,
ETC.) INSTALLED AS OF OCTOBER 12, 2011

OCTOBER 12, 2011

1



- IRRIGATION FALL LINE FROM THE CLUBS IRRIGATION POND TO NEW IRRIGATION POND & LAKE WATER AND FLOOD CONTROL LINE WITHIN PROPERTY
- CONCRETE WATER SUPPLY
- WATER/SEWER/STORMWATER FORCE MAIN OR CONDUIT LINES
- 6" 8" TREATED EFFLUENT RETURN LINES FOR DISPOSAL ON GOLF COURSE AND CONFORMANCE TO FUTURE STORMWATER AT GOLF COURSE IF NECESSARY
- APPROXIMATE ROCK CREEK CLUB OF IDAHO/BLACK ROCK NORTH BOUNDARY
- LAND SIZE
- ADDITIONAL DENSITY COUNCIL MAPS
- WATER, SEWER, IRRIGATION, FIRE, ETC. INFRASTRUCTURE INSTALLED AS OF OCTOBER 12, 2011

1 EXHIBIT A ROCK CREEK CLUB OF IDAHO/BLACK ROCK NORTH APPROXIMATE SEWER/WATER/IRRIGATION, TREATED EFFLUENT, ETC. MAIN ROUTING

EXHIBIT "C"

Sewer HMU's Exhibit

EXHIBIT "D"

Detail of Installed Infrastructure

EXHIBIT "D"
UTILITIES INFRASTRUCTURE

1. Off site sewer force main from the north side of the panhandle entries to the BRU wastewater treatment facility along Loff's Bay road.
2. Effluent return lines (2): One from BRU wastewater treatment facility to BRN pit. One from BRU wastewater treatment facility to fill small pond next to #1 green for land application of effluent on BRN holes #1-8 and driving range.
3. Irrigation fill line from pond on #6 at Engh course to fill irrigation pond at BRN. This ties in on Laurtec portion of pit and along the way serves the Estates entry irrigation service and fire hydrant along Loff's Bay road at Estates entry.
4. Upgraded lake intake pumps, control panel and installation of AC unit and line reactors.
5. Upgraded 2 out of 3 well pumps and control panels. Flow testing of all three wells.
6. Utility service lines in the BRN final plat lots (adjacent to Estates)- water, sewer and dry utility conduit.
7. Utility service lines that have been installed on the panhandle.
8. Development fire/irrigation pump station located at the BRN irrigation pond/pump house.
9. Backup generator for fire/irrigation pump station located in BRN pump house.
10. Service lines to Kootenai Camp and maintenance facility.

EXHIBIT "E"

Water Rights



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region, 7600 N. Mineral Drive, Suite 100 • Coeur d'Alene, Idaho 83815

Phone: (208) 762-2800 • Fax: (208) 762-2819 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

October 26, 2010

BLACK ROCK UTILITIES INC
KYLE CAPPS, CGCS
PO BOX 3070
COEUR D ALENE ID 83816

RE: License No. 95-9045
Issuance of License

Dear Water Right Holder(s):

The Department of Water Resources has issued the enclosed Water Right License confirming that a water right has been established in accordance with your permit. Please be sure to thoroughly review the conditions of approval and remarks listed on your license.

The license is a PRELIMINARY ORDER issued by the Department pursuant to section 87-5243, Idaho Code. It can and will become a final order without further action by the Department unless a party petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date 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 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 forms and instructions.

If you have any questions, please contact me at (208) 762-2800.

Sincerely,

Keith E. Franklin

Sr. Water Resources Agent

Enclosure(s)

cc: CHRISTOPHER H MEYER

CERTIFICATE OF SERVICE

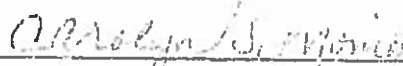
I hereby certify that on October 26, 2010 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER(Approved License) to the person(s) listed below:

RE: WATER RIGHT NO.

95-9045

**CHRISTOPHER H MEYER
GIVENS PURSLEY LLP
PO BOX 2720
BOISE ID 83701-2720**

**BLACK ROCK UTILITIES INC
KYLE CAPPS, CGCS
PO BOX 3070
COEUR D ALENE ID 83816**



**Carolyn S. Monitz
Technical Records Clerk**

Statement of Available Procedures and Applicable Time Limits

RESPONDING TO PRELIMINARY ORDERS ISSUED BY THE IDAHO DEPARTMENT OF WATER RESOURCES (To be used in connection with actions when a hearing was not held)

(Required by Rule of Procedure 730.02)

The accompanying order or approved document is a "Preliminary Order" issued by the department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the Department of Water Resources ("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. Note: the petition must be received by the department within this fourteen (14) day period. 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.

State of Idaho
Department of Water Resources
Water Right License

WATER RIGHT NO. 95-09045

Priority: April 12, 2000

Maximum Diversion Rate: 2.50 CFS
Maximum Diversion Volume: 1,215.0 AF

It is hereby certified that BLACK ROCK UTILITIES INC
KYLE CAPPS, CGCS
PO BOX 3070
COEUR D ALENE ID 83816

has complied with the terms and conditions of the permit, Issued pursuant to Application for Permit dated April 28, 2008; and has submitted Proof of Beneficial Use on August 20, 2010. An examination indicates that the works have a diversion capacity of 2.5 cfs of water from:

SOURCE

COEUR D ALENE LAKE

Tributary: SPOKANE RIVER

and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL DIVERSION VOLUME</u>
MUNICIPAL	01/01 to 12/31	2.50 CFS	1,215.0 AF

LOCATION OF POINT(S) OF DIVERSION:

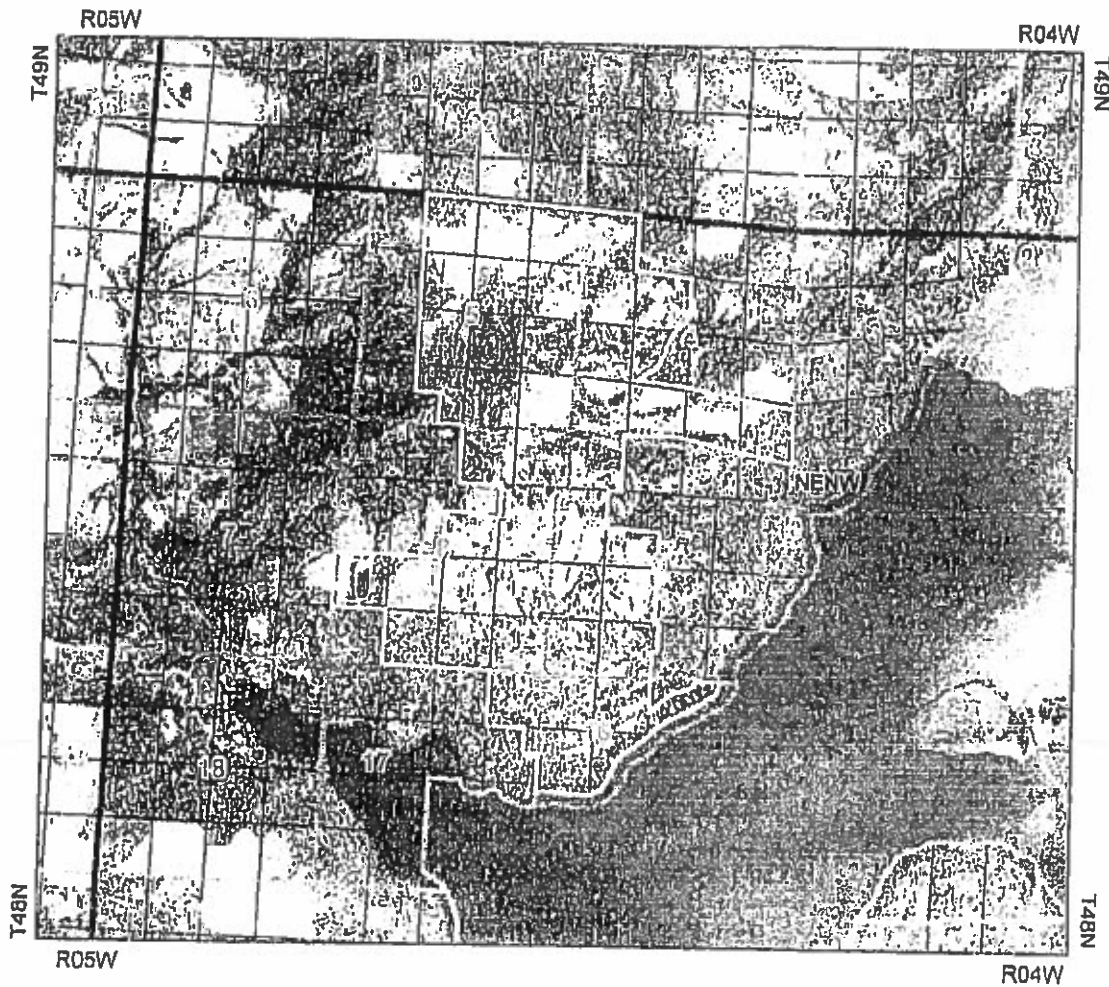
COEUR D ALENE LAKE L1 (NE¼NE¼) Sec. 16, Twp 48N, Rge 04W, B.M. KOOTENAI County

CONDITIONS OF APPROVAL

1. Irrigation shall be limited to not more than 645 acres within the service area of the water right holder. The service area encompasses Sections 4, 5, 8, 9, 16, and 17, Township 48 North, Range 4 West, Kootenai County.
2. The owner of this right shall meter and record its diversions from Lake Coeur d'Alene under this right and its diversions out of each water storage unit and shall report annually to IDWR on or before January 10 of each year the total annual diversions from the lake and from storage. Such reports shall be matters of public record.
3. The owner of this right shall install or require to be installed a meter for each of its customers served by this right. The meter shall measure and record the quantity of water delivered to that customer.
4. The right holder shall install and maintain a fish screen at the point of diversion with ¼ inch or smaller screen mesh.
5. Total annual refill volume for seepage, evaporation, and depletions from the ponds for irrigation shall not exceed 246 acre feet.
6. The right holder shall install and maintain impervious liners on the ponds authorized under this right unless the right holder can show that the strata underlying a pond is sufficiently impervious that it will mimic the flow impedance of an impervious liner.

State of Idaho
Department of Water Resources
Water Right License
95-9045

Water Service Area Boundary for Black Rock Utilities Inc



Legend

-  Water Service Area Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.5 1 2 Miles



IRRIGATED ACREAGE SUMMARY MAP

IRRIGATED ACREAGE SUMMARY
for the
CLUB @ BLACK ROCK and BLACK ROCK NORTH

Sheet # 1 of 1

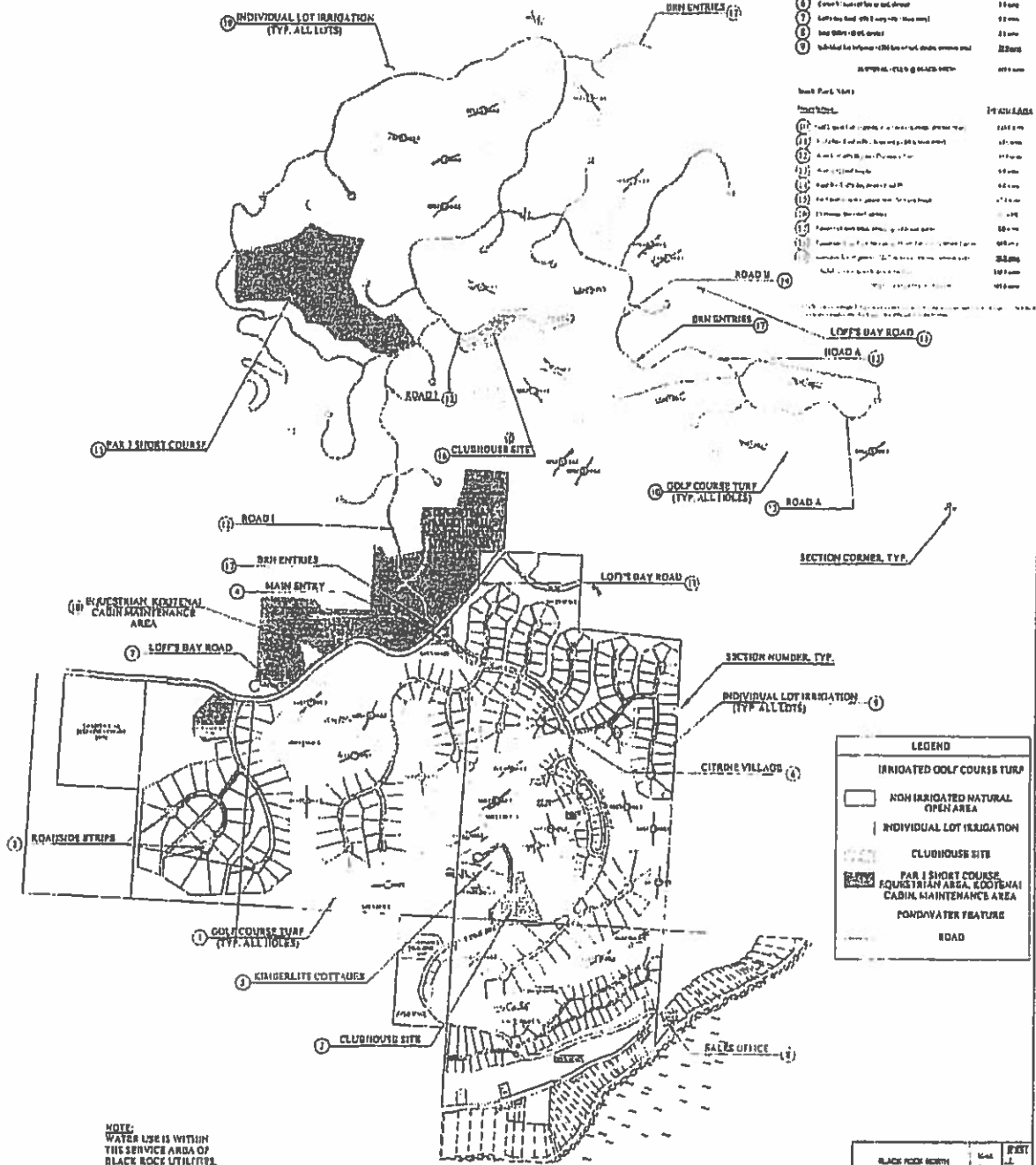
Legend

Symbol	Description	Approx. Area
1	Individual Lot Irrigation (Typ. All Lots)	100.0 acres
2	Clubhouse Site	10.0 acres
3	Par 3 Short Course	10.0 acres
4	Equestrian Area, Equestrian Cabin Maintenance Area	10.0 acres
5	Pond/Water Feature	10.0 acres
6	Road	10.0 acres
7	Black Rock North and Club @ Black Rock Prepared Acreage Summary Map	10.0 acres

Sheet # 2 of 1

Legend

Symbol	Description	Approx. Area
1	Individual Lot Irrigation (Typ. All Lots)	100.0 acres
2	Clubhouse Site	10.0 acres
3	Par 3 Short Course	10.0 acres
4	Equestrian Area, Equestrian Cabin Maintenance Area	10.0 acres
5	Pond/Water Feature	10.0 acres
6	Road	10.0 acres
7	Black Rock North and Club @ Black Rock Prepared Acreage Summary Map	10.0 acres



Black Rock North and Club @ Black Rock Prepared Acreage Summary Map

Symbol	Description	Approx. Area
1	Individual Lot Irrigation (Typ. All Lots)	100.0 acres
2	Clubhouse Site	10.0 acres
3	Par 3 Short Course	10.0 acres
4	Equestrian Area, Equestrian Cabin Maintenance Area	10.0 acres
5	Pond/Water Feature	10.0 acres
6	Road	10.0 acres



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region, 7600 N. Mineral Drive, Suite 100 • Coeur d'Alene, Idaho 83815
Phone: (208) 762-2800 • Fax: (208) 762-2819 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

August 25, 2011

BLACK ROCK UTILITIES INC
KYLE CAPPS, CGCS
18168 KIMBERLITE DR
COEUR D ALENE ID 83816

RE: License No. 95-9055 (Amended)
Issuance of License

Dear Water Right Holder(s):

The Department of Water Resources has issued the enclosed Water Right License confirming that a water right has been established in accordance with your permit. Please be sure to thoroughly review the conditions of approval and remarks listed on your license.

The license is a PRELIMINARY ORDER issued by the Department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless a party petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date 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 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 forms and instructions.

If you have any questions, please contact me at 208-762-2800.

Sincerely,

Keith E. Franklin

Sr. Water Resource Agent

Enclosure(s)

CERTIFICATE OF SERVICE

I hereby certify that on August 26, 2011 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER (Approved License) to the person(s) listed below:

RE: WATER RIGHT NO. 95-9055

BLACK ROCK UTILITIES INC
KYLE CAPPS, CGCS
18168 KIMBERLITE DR
COEUR D ALENE ID 83816

Carolyn S. Monitz

Carolyn S. Monitz
Technical Records Specialist

State of Idaho
Department of Water Resources

AMENDED

Water Right License

AMENDED

WATER RIGHT NO. 95-09055

Priority: November 13, 2000

Maximum Diversion Rate: 1.00 CFS

It is hereby certified that BLACK ROCK UTILITIES INC
KYLE CAPPS, CGCS
18168 KIMBERLITE DR
COEUR D ALENE ID 83814 has complied with the terms and
conditions of the permit, issued pursuant to Application for Permit dated November 13, 2000; and has
submitted Proof of Beneficial Use on July 15, 2011. An examination indicates that the works have a
diversion capacity of 1 cfs of water from:

SOURCE

GROUND WATER libarian

and a water right has been established as follows:

BENEFICIAL USE

MUNICIPAL

PERIOD OF USE

01/01 to 12/31

DIVERSION RATE

1.00 CFS

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER L2 (SW¼NW¼) Sec. 16, Twp 48N, Rge 04W, B.M. KOOTENAI County

GROUND WATER L2 (SW¼NW¼) Sec. 16, Twp 48N, Rge 04W, B.M. KOOTENAI County

GROUND WATER NE¼NW¼ Sec. 16, Twp 48N, Rge 04W, B.M. KOOTENAI County

CONDITIONS OF APPROVAL

1. A map depicting the place of use boundary for this water right at the time of this approval is attached to this document for illustrative purposes.
2. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
3. The right holder shall not provide water diverted under this right for the irrigation of land having appurtenant surface water rights as a primary source of irrigation water except when the surface water rights are not available for use. This condition applies to all land with appurtenant surface water rights, including land converted from irrigated agricultural use to other land uses but still requiring water to irrigate lawns and landscaping.
4. Place of use is within the area served by the public water supply system of Black Rock Utilities LLC. The place of use is generally located within Sections 4, 5, 8, 9, 16, 17, Township 48N, Range 04W, and Section 33, Township 49N, Range 04W.
5. This right does not grant any right-of-way or easement across the land of another.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

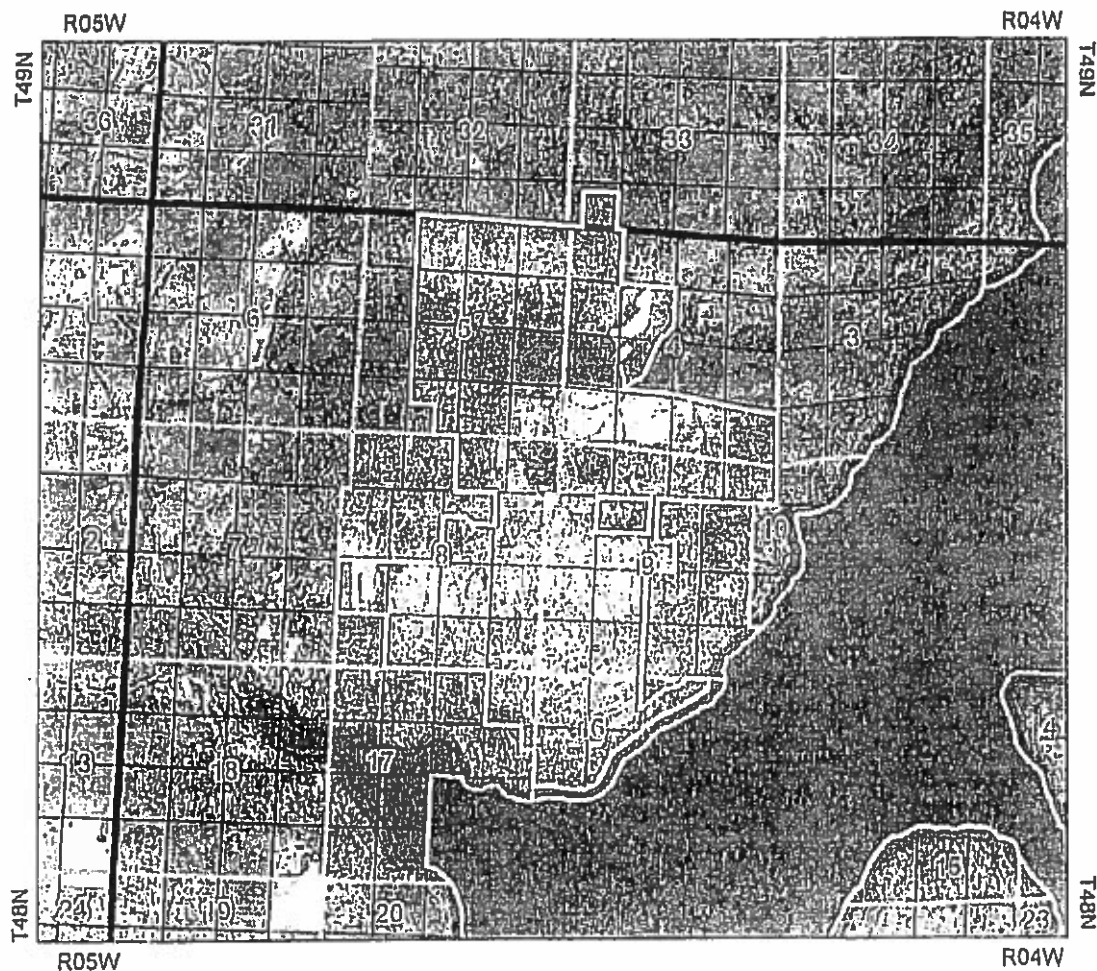
Signed and sealed this 25 day of August, 2011.

Gary Spackman
GARY SPACKMAN
Interim Director

State of Idaho
Department of Water Resources
Water Right License

95-9055

Water Service Area Boundary for Black Rock Utilities Inc



0 0.5 1 2 Miles

Legend

Water Service Area Boundary



Townships



PLS Sections



Quarter Quarters

Taxlots



EXHIBIT "F"

Form of Agreement for Easements and Transfer of Infrastructure

Recorded at the Request of (when recorded return to):	
--	--

**AGREEMENT FOR EASEMENTS
AND TRANSFER OF INFRASTRUCTURE FOR UTILITIES**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between **ROCK CREEK IDAHO HOLDINGS, LLC**, an Idaho limited liability company ("Grantor"), whose address is 911 Wisconsin Ave., Suite 203, Whitefish, MT 59937, and **BLACK ROCK UTILITIES, INC.**, an Idaho corporation ("Grantee" or "BRU"), whose address is 18168 S. Kimberlite Drive, Coeur d'Alene, ID 83814, with reference to the following facts:

A. Grantor is the owner of certain real property consisting of portions of Sections 4, 5, and 8, Township 48 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Grantor's Property").

B. The Grantor's Property has been approved for development as a planned unit development including residential lots, golf course and related infrastructure and improvements, previously known as "Black Rock North", and now known as "Rock Creek Golf Club of Idaho." ("Rock Creek").

C. Grantor and its predecessors have installed various improvements for water and sewer utilities services as a condition for approval for development of Rock Creek, including wastewater collection and transmission lines; storage for treated effluent; facilities and sites for land application of treated effluent; and water and sewer service lines, as more fully described below (the "Utilities Infrastructure").

D. BRU owns and operates the water and sewer utilities and related infrastructure for the adjacent Black Rock Planned Unit Development ("Black Rock"), and provides water and sewer utilities services to Rock Creek and Black Rock, in accordance with the Annexation and Utilities Services Agreement dated effective _____, 2015 (the "Annexation Agreement").

E. By this Agreement, Grantor desires to transfer and convey the Utilities Infrastructure within Rock Creek, and grant easements for access to and the maintenance, operation, and repair thereof, to Grantee, and Grantee desires to accept such grants and dedications, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration for the foregoing; for the mutual covenants, conditions, and agreements contained herein; and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easements.

Grantor hereby grants, bargains, sells and conveys to Grantee a perpetual nonexclusive easement to use a strip of land twenty (20) feet in width over and across those portions of the Grantor's Property wherein the Utilities Infrastructure has been constructed and installed, as shown on the site plan attached hereto as Exhibit "B" and by this reference incorporated herein, together with an easement for use of the pond designated for seasonal storage and the sites designated for disposal by surface irrigation / land application of treated effluent generated by processing sewage from the areas served by BRU, in accordance with the permit issued by the Idaho Department of Environmental Quality ("DEQ"), and as shown on the site plan attached hereto as Exhibit "C" and by this reference incorporated herein (collectively the "Easement Areas"). The rate at which the treated effluent is applied to the golf course shall be subject to the prior review and approval of the golf course superintendent, so as not to negatively impact golf course conditions and/or playability.

2. Transfer of Infrastructure and Improvements.

The Utilities Infrastructure consists of a wastewater collection and transmission line (force main) that takes wastewater from Rock Creek to BRU's treatment facility located at Black Rock; a line that takes the treated wastewater from BRU's treatment facility to the Rock Creek golf course; lines for delivery of water for fire suppression and residential irrigation; a pump station for distribution of irrigation water to future development areas; and related facilities and equipment, as shown on Exhibits "B" and "C", and more particularly described on Exhibit "D" attached hereto and by this reference incorporated herein. Grantor hereby sells, assigns, conveys, transfers and delivers to Grantee all of Grantor's right, title and interest in the Utilities Infrastructure, for use as part of Grantee's operation for the provision of water and sewer utilities services to its customers located in Black Rock and Rock Creek. Grantor guarantees and warrants all materials and workmanship for all property hereby conveyed for the term and upon the terms and conditions set forth in the Annexation Agreement. Grantee accepts the dedication in consideration for providing water and sewer utility services to Rock Creek and Grantor's Property in accordance with the terms of the Annexation Agreement.

3. Operations.

The Grantee shall at all times operate and maintain the Utilities Infrastructure in good working order, and use and maintain the Easement Areas in accordance with all applicable laws, rules and regulations. In the event of maintenance or repair activities, Grantee shall restore the Easement Areas to the condition existing prior to such activities, to the extent reasonably possible. Except in the case of an emergency, Grantee shall notify Grantor not less than 48 hours in advance of any scheduled maintenance or repair activities, either in person or at the address noted below. Any maintenance, replacement or repair activities shall be done at Grantee's sole cost and expense, subject to rights for reimbursement from any person or party whose conduct or activities on or in the vicinity of the Easement Areas may have caused the need for any repairs, in accordance with BRU's established rules and regulations applicable to all customers.

Without limiting the generality of the foregoing, BRU acknowledges that maintenance or repair activities within easements located in or near the golf course areas of the Grantor's Property need to be conducted with care to minimize damage to the golf course. In that respect, BRU agrees to take the following additional measures to protect the golf course:

- a. BRU will make an effort to notify the golf course superintendent not less than 24 hours prior to any utilities access, repair or maintenance activities. RCI will supply BRU with a 24 hour number at which a golf course representative will be available for coordinating access across the golf course.
- b. BRU will use equipment which will limit damage to the turf or any other landscaped areas. The majority of the golf course can be accessed via cart path, but for those repairs in locations where access may damage the turf, the golf course staff will assist BRU by laying out a plywood or similar type "road" to the repair location.
- c. BRU will allow the golf course staff to remove the turf prior to any excavation on the golf course. The golf course staff will have sod cutting equipment available to facilitate access to BRU utility lines.
- d. When possible, BRU will coordinate with the golf course to do repairs and maintenance during non-operating (golfing) hours

4. Ownership.

All Utilities Infrastructure shall be and shall remain the property of BRU to the point of service designated on the site plan attached hereto as Exhibit "B", or as otherwise may be defined by applicable federal, state or local laws, rules or regulations, and BRU shall hereafter be solely responsible for all operations, maintenance, repair and replacement thereof.

5. Title.

Grantor is the owner of the property subject to this Agreement, and represents and warrants the title thereto is and shall be free and clear of all encumbrances prior or superior to the easements conveyed herein.

6. Modification and Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective officers, directors, agents, members, managers, heirs, successors, representatives and assigns. No amendment shall be effective except in writing, duly executed by both parties, and recorded in the real property records for Kootenai County, Idaho.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTOR:
ROCK CREEK IDAHO HOLDINGS, LLC

GRANTEE:
BLACK ROCK UTILITIES, INC.

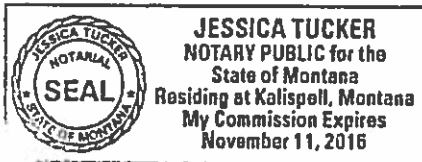
By: [Signature]
Its: Manager

By: _____
Its: President

STATE OF Montana
County of Flathead : ss.

On this 23rd day of February, 2015, before me Jessica Tucker, the undersigned Notary Public, personally appeared Gregory S. Lane, known or identified to me to be the Manager of Rock Creek Idaho Holdings, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

(SEAL)



[Signature]
Notary Public for _____
Residing at _____
Commission Expires: _____

STATE OF _____)

; ss.

County of _____)

On this _____ day of _____, 20____, before me _____, the undersigned Notary Public, personally appeared _____, known or identified to me to be the president of Black Rock Utilities, Inc., 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.

(SEAL)

Notary Public for _____
Residing at _____
Commission Expires: _____

H:\CDADOCS\37219\00001\AGREE\155278

EXHIBIT "G"

Memorandum of Agreement

Recorded at the Request of (when recorded return to):	
--	--

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that effective _____, 2015, BLACK ROCK UTILITIES, INC., an Idaho corporation ("BRU") whose address is 18168 S. Kimberlite Drive, Coeur d'Alene, ID 83814, and ROCK CREEK IDAHO HOLDINGS, LLC, an Idaho limited liability company ("RCI"), whose address is 911 Wisconsin Ave., Suite 203, Whitefish, MT 59937, made and entered into an Annexation and Utilities Services Agreement (the "Agreement"), relating to that certain real property described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Property").

By the terms of the Agreement, the Property was annexed into the service area of BRU for the provision of potable and irrigation water (including Class B wastewater) and sewer utility services to the Property, subject to the terms, covenants, conditions and agreements set forth in the Agreement.

The terms, conditions and restrictions contained in the Agreement, and any subsequent addenda thereto, are by this reference incorporated herein as if fully set forth. Capitalized terms not otherwise defined herein shall have the meaning or meanings given in the Agreement.

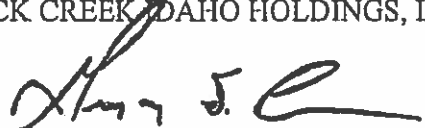
The parties agree that this Memorandum will be recorded in the official records of Kootenai County, Idaho, in accordance with Idaho Code § 55-818.

IN WITNESS WHEREOF, the parties have executed this instrument effective as the day and year first above-written.

BLACK ROCK UTILITIES, INC.

ROCK CREEK IDAHO HOLDINGS, LLC

By: _____
Its: President

By: 
Its: Manager

STATE OF _____)

: ss.

County of _____)

On this ____ day of _____, 2015, before me _____,
the undersigned Notary Public, personally appeared _____, known or
identified to me to be the president of Black Rock Utilities, Inc., 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.

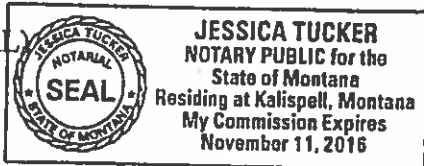
(SEAL)

Notary Public for _____
Residing at _____
Commission Expires: _____

STATE OF Montana
County of Flathead : ss.

On this 23rd day of February, 2015, before me Jessica Tucker,
the undersigned Notary Public, personally appeared Gregory S. Lane, known or
identified to me to be the Manager of Rock Creek Idaho Holdings, LLC, the limited liability
company that executed the instrument or the person who executed the instrument on behalf of
said limited liability company, and acknowledged to me that such limited liability company
executed the same.

(SEAL)



J. Tucker
Notary Public for _____
Residing at _____
Commission Expires: _____

W:\CDADOC\37219\00001\AGREE\173261.DOC

MEMORANDUM OF AGREEMENT - 2