

Recording Requested By and
When Recorded Mail to:
James P. Speck, Esq.
SPECK & AANESTAD
A Professional Corporation
P.O. Box 987
Ketchum, ID 83340

Instrument # 867481
VALLEY, BLAINE, IDAHO
4-18-2008 09:31:00 No. of Pages: 27
Recorded for: VALLEY CLUB OWNERS ASSOC
JOLYNN BRADY Fee: \$1.00
Ex-Officio Recorder Deputy
Index to: EASEMENTS

SPACE ABOVE THIS LINE FOR
RECORDER'S USE ONLY

WATER SERVICE, EASEMENT AND COST SHARING AGREEMENT

THIS AGREEMENT is made and entered into on the date of the last signature hereto, by and among VALLEY CLUB OWNERS ASSOCIATION, INC., an Idaho non-profit corporation, whose address is c/o Mr. John P. Wells, Premier Resorts at Sun Valley, P.O. Box 659, Sun Valley ID 83353 ("Valley Club Association"), THE VALLEY CLUB, INC., an Idaho non-profit corporation, whose address is P.O. Box 252, Sun Valley, Idaho 83353 ("Club"), and THE VILLAGE GREEN AT THE VALLEY CLUB HOMEOWNERS ASSOCIATION, INC., an Idaho non-profit corporation, whose address is P.O. Box 5500, Ketchum, Idaho 83340 ("Village Green Association").

RECITALS

A. Valley Club Association is the owner of a water system which provides water for domestic and fire protection purposes to The Valley Club, a Planned Unit Development, in Blaine County, Idaho (the "PUD") pursuant to Permits Nos. 37-08613A and 37-08810 to Appropriate Water (these Permits and the water right licenses to be issued for such Permits are hereinafter collectively referred to as the "Valley Club Water Rights"). The water system is a public water supply as defined by Idaho Code Section 39-103(12) and regulated by the State of Idaho, and consists of two (2) wells and associated pumps, pipelines and other water delivery equipment and appurtenances, together with title to or easements over the parcels of land on which the wells are situated, the legal descriptions of which are attached hereto as Exhibit A, and the easements described in the Declaration of Covenants, Conditions and Restrictions for The Valley Club, Inc. recorded in the records of Blaine County, Idaho, for delivery of domestic, residential irrigation and fire protection water to the residential lots, and domestic and fire protection water to the Club Facilities described below ("Water System").

B Club is a non-profit corporation owning the golf course and related facilities which are a part of the PUD. The related facilities include a golf clubhouse, restaurant, swimming pool, tennis courts and other recreational facilities, a maintenance building, four (4)

employee housing units, and the lands on which they are situated, the legal description of which is attached hereto as Exhibit B ("Club Facilities").

C Valley Club Association and Club are parties to that certain Water Service and Easement Agreement dated July 8, 1998 and recorded July 14, 1998 as Instrument No. 416540, records of Blaine County, Idaho whereby Valley Club Association provides the delivery of water from and through the Water System to the Club Facilities for domestic and fire protection purposes, but not for irrigation of any kind (the "1998 Agreement"). The provisions for the payment of water service fees, included as paragraph 4 of the 1998 Agreement, shall only be superseded by the terms of this Agreement.

D Village Green Association is a non-profit corporation whose members are the owners of the forty-three (43) residential lots within the Village Green Block (the "Lots") and the twelve (12) community housing units within the Community Housing Block (the "Units"), as depicted and described in and on the plat for The Valley Club West Nine PUD recorded July 22, 2005 as Instrument No. 523431 in the records of Blaine County, Idaho, a copy of which is attached hereto as Exhibit C, the plat for The Village Green at the Valley Club: Phase One, recorded April 14, 2006 as Instrument No. 534321, as amended by The Village Green at the Valley Club: Phase One: Lots 17A & 18A, recorded March 21, 2007, as Instrument No. 545865, as amended by The Village Green at the Valley Club: Phase One: Lot 3A, recorded July 13, 2007, as Instrument No. 549594, and as further amended by The Village Green at the Valley Club: Phase One Amended, recorded on August 20, 2007, as Instrument No. 550703, and the plat for The Village Green at the Valley Club: Phase Two, recorded on August 20, 2007, as Instrument No. 550708, all in the records of Blaine County, Idaho, and the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Village Green at The Valley Club Subdivision recorded July 18, 2007, Instrument No. 549696, records of Blaine County, Idaho.

E Village Green Association is the owner of Permit No. 37-21337 to Appropriate Water to divert ground water for domestic purposes (the Permit and water right license to be issued for 37-21337 are hereinafter referred to as the "Village Green Water Right"). Village Green Association desires to obtain from Valley Club Association the delivery of water from and through the Water System to the Lots and Units for domestic purposes pursuant to the terms and conditions of the Village Green Water Right, and Valley Club Association is willing to provide such delivery of water, on the terms and conditions set forth below

F The parties all share the use of the Water System, Valley Club Drive and Club View Drive, including roadway signs (the "Roads") and Parcels A, H and I of the PUD (the "Common Areas") and therefore desire to set forth the terms and conditions whereby they shall hereafter share all costs and expenses incurred by the Association in (1) operating, maintaining, improving and repairing the Water System as required by this Agreement, including amounts necessary to fund an adequate reserve account for future replacements and improvements to the Water System, and (2) maintaining, improving and repairing the roads and common areas.

G. The water tanks which are and will be a part of the Water System, the main water lines to and from these water tanks and the access road to be constructed to the water tanks are located on Parcel E of the PUD owned by Club. Valley Club Association and Village Green Association desire an easement from Club across those portions of Parcel E described in Exhibit D (the "Water Tanks Site Easement") and Exhibit E (the "Access Road and Water Line Easement") for the construction of the second water tank and the access road, and for the operation, maintenance, repair, improvement and replacement of the water tanks and main water lines, and the use, maintenance and repair of the access road, and Club is willing to grant such easement on the terms and conditions set forth below. The Water Tanks Site Easement and the Access Road and Water Line Easement may be collectively referred to in the Agreement as the "Easements".

AGREEMENT

The parties hereto agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above are an integral part of this Agreement and are fully incorporated herein by this reference. In addition, all exhibits to the Agreement are incorporated into the terms and conditions of the Agreement.
2. **Village Green Water Right.** At its sole cost and expense Village Green Association shall amend the Village Green Water Right to add the wells which are part of the Water System as another point of diversion and to limit the place of use for domestic purposes to the Lots and the Units. Village Green Association shall also diligently take all action necessary to obtain the water right license for the Village Green Water Right.
3. **Water Delivery Services.** The Valley Club Association shall, during the term of this Agreement, provide and deliver water from the Water System as follows:
 - a. To Club for the Club Facilities for domestic and fire protection purposes, but not for irrigation of any kind, in such amounts and at such times as may be necessary for the members of the Club to fully use and enjoy the Club Facilities.
 - b. Subject to and contingent upon the amendment of the Village Green Water Right as described in paragraph 2, above, to Village Green Association for the Lots and Units for domestic purposes pursuant to the terms and conditions of the Village Green Water Right and in the amounts allowed pursuant to the Village Green Water Right. Village Green Association shall install, operate, maintain and repair at its sole cost and expense measuring devices at the points designated on the map attached hereto as Exhibit F. Valley Club Association shall have the right to monitor these measuring devices to enforce the delivery limits set forth above.
 - c. To members of Valley Club Association for domestic, fire protection and irrigation purposes pursuant to the Valley Club Water Rights and such other water rights as may be owned by Valley Club Association or any of its members for the diversion of ground water from and through the Water System.

d. Village Green Association understands and agrees that the irrigation use under the Village Green Water Right is supplemental to the use of a surface water right as provided in its Conditions of Approval.

Village Green Association and Valley Club Association shall each pay and hold the other harmless from all costs related to participation in ground water districts, mitigation plans and other actions which may be required to continue the delivery of their respective water rights in response to a delivery call by one or more senior water right holders.

4. **Maintenance and Operation of Water System.** The Valley Club Association shall operate, maintain, improve and repair the Water System in a first rate and timely manner in compliance with all applicable laws, statutes, ordinances, rules and regulations of the United States, State of Idaho and any other governmental entity with jurisdiction, in order to maintain the Water System in good and safe condition to accommodate the uses and related purposes for which the Water System was created.

5. **Grant of Easements**

a. **Grant.** Club hereby grants to Valley Club Association and Village Green Association a perpetual, non-exclusive easement over, across and through the Water Tanks Site Easement and the Access Road and Water Line Easement, for the construction of the second water tank and the access road, and for the operation, maintenance, repair, improvement and replacement of the water tanks and main water lines, and the use, maintenance and repair of the access road, all as part of the Water System.

b. **Conditions of Grant.** The grant of Easements set forth above are all subject to the following conditions:

(i) Any work in, on or around the Easements shall only be performed in such a manner and at such times so as to minimize any disturbance to the Club. Grantees shall repair any disturbance in the Easements, in a first rate manner, to the same or better condition than it was in prior to any disturbance. All costs incurred in performing the required work shall be shared among the parties as provided in paragraph 6.a.

(ii) No noxious or offensive activity shall be carried on or upon the Easements, nor shall anything be done or allowed thereon which may be or become an annoyance or nuisance to any party to this Agreement.

(iii) The parties agree further, as a part of the consideration for this grant of Easements, that Valley Club Association and Village Green Association shall use, maintain and operate the Water System and Easements in such a manner that the operation thereof will in no way hinder or prevent the proper and reasonable use and enjoyment of Club Facilities through which the Easements are granted.

c. Indemnity and Insurance.

(i) Valley Club Association and Village Green Association shall carry all insurance necessary to fully insure against any and all loss occasioned by the use of the Easements by Valley Club Association and Village Green Association, as the case may be, naming Club, as an additional insured.

(ii) At the inception of this Agreement, and whenever requested by the Club, Valley Club Association and Village Green Association shall furnish insurance certificates to evince the insurance required herein, however, receipt of such certificates shall not relieve Valley Club Association and Village Green Association of any insurance obligations herein. Valley Club Association and Village Green Association' insurance shall contain endorsements stating that insurer will give thirty (30) days' written notice to the Club of non-renewal, cancellation or substantial amendment or alteration of such coverage, and shall name Valley Club as an additional insured. Maintaining the prescribed insurance shall not relieve either party of any other obligation under this Agreement.

(iii) Valley Club Association and Village Green Association, as the case may be, shall indemnify, defend and save Club harmless against all claims of whatsoever nature for injury or damages to persons or property occurring on the Easements, except as arising from, in whole or in part, directly or indirectly, the gross negligence, or intentional misconduct of Club, or its respective members, agents, employees, contractors, or invitees. Nothing herein shall prevent any party from maintaining a claim or cause of action against any other party for claims, causes of actions or any other matter that is not covered by insurance hereon. The term "claims" shall mean and include any and all claims, liabilities, damages, injuries, losses, causes of action, judgments, rights or demands of every kind, known or unknown, asserted or which may be asserted.

6. Cost Sharing

a. **Water System** The parties shall share all costs and expenses incurred by Valley Club Association in operating, maintaining, repairing, improving and replacing the Water System as required by this Agreement, including amounts necessary to fund an adequate reserve account for future replacements and improvements to the Water System, according to the following percentages:

Valley Club Association	61%
Club	6%
Village Green Association	33%

b. **Roads.** The parties shall share all costs and expenses incurred by Valley Club Association in maintaining, repairing, improving and replacing the Roads, including amounts necessary to fund an adequate reserve account for future replacements and improvements to the Roads, according to the following percentages:

Valley Club Association	47%
Club	33%
Village Green Association	20%

c. **Common Areas.** The parties shall share all costs and expenses incurred by Valley Club Association in maintaining, repairing, improving and replacing the landscaping of the Common Areas, including amounts necessary to fund an adequate reserve account for future replacements and improvements to the Common Areas, according to the following percentages:

Valley Club Association	37%
Club	37%
Village Green Association	26%

d. **Billing; Remedies.** Valley Club Association shall bill Club and Village Green Association for their respective shares of these costs on a quarterly basis. In the event a bill is not paid in full within ninety (90) days of the date of the bill, the non-paying party shall be in default and Valley Club Association shall be entitled to pursue all remedies available to it under the laws of the State of Idaho including, but not limited to, cessation of the delivery (until the bill is paid) of water after ten (10) days prior written notice of default.

7. **Term.** This Agreement shall continue for a period of thirty (30) years, and shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by all parties to this Agreement

8. **Covenants Running With the Land.** All of the terms and conditions of this Agreement shall be covenants running with the land which shall inure to the benefit of and be binding upon the parties hereto and all of their successors in interest to the Water System and Club Facilities.

9. **Governing Law.** This Agreement shall be construed and governed by and in accordance with the laws of the State of Idaho.

10. **Attorneys Fees.** In the event any party hereto retains an attorney for the purpose of enforcing any of the rights, duties or obligations arising out of or relating to this Agreement,

the non prevailing party or parties shall pay to the prevailing party or parties the latter's reasonable attorneys fees whether or not litigation is actually instituted.

11. **Recording.** This Agreement shall be recorded in the records of Blaine County, Idaho for the specific purpose of providing record notice to any and all persons obtaining or acquiring an interest in or to lots in the PUD, the Lots, the Units, the Water System or the Club Facilities subsequent to the date of recording.

12. **Necessary Acts and Further Assurances.** Each party will, whenever and as often as may be requested so to do by the other party, execute, acknowledge and deliver or cause to be executed, acknowledged or delivered any and all such further conveyances, assignments, confirmations, satisfactions, releases, instruments of further assurances, approvals, consents and any all such further instruments and documents as may be necessary, expedient or proper in order to better assure, convey, transfer and confirm among the parties the rights now or hereafter intended to be granted to them and to complete any and all conveyances, transfers, sales, assignments, security measures herein provided, and to do any all other acts and to execute, acknowledge and deliver any and all documents as so requested in order to carry out the intent and purposes of this Agreement and transaction.

13. **Notice.** All notices and communications under this Agreement shall be in writing and shall be (i) delivered in person or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or by overnight express carrier, addressed in each case to the party's address set forth in the introductory paragraph of this Agreement, or (iii) sent by facsimile with the original to follow by mail in the manner described above. It is provided, however, that any party may change its respective address for purposes of receipt of any such communication by giving ten (10) days prior written notice of such change to the other party hereto in the manner provided above. All notices sent pursuant to the terms of this paragraph shall be deemed received (i) if sent by overnight, express carrier, on the next business day immediately following the day sent, (ii) if sent by registered or certified mail, on the third business day following the day sent or (iii) if sent by facsimile on the date so sent.

14. **Default and Enforcement.**

a. **Remedies; Non-Waiver; Governing Law; Venue.** Any party to this Agreement shall have the right to enforce, by any proceeding at law or in equity, including actions for specific performance and mandatory or prohibitory injunctive relief, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Agreement. The failure of any party hereto to enforce, or the delay by either party in enforcing any of its rights hereunder, shall not be deemed a continuing waiver or a modification hereof, and either party may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any and all of such rights. Likewise, in the event that any party does not strictly comply with any of the obligations under this Agreement and the other party grants forbearance of any kind in enforcing the provisions of this Agreement, such actions shall be considered gratuitous and shall not be construed as a waiver or surrender of

any rights by the forbearing party under this Agreement. All rights and remedies provided for herein shall be cumulative and in addition to any other rights or remedies any such party may have at law or in equity. The laws of the State of Idaho shall control the construction and enforcement of this agreement. The parties agree that all actions instituted under this Agreement shall be commenced and heard in the Blaine County District Court and the parties hereby waive venue in any other court of competent jurisdiction

b. **Mediation.** Prior to the instigation of any litigation by any party to this Agreement to enforce or construe the terms of this Agreement, all parties shall attempt to reach a mutually acceptable resolution of the dispute, first informally by communications between the disputing parties; and, if no resolution is obtained informally, then second, through a formal mediation process. If the parties are unable to choose a mutually agreeable mediator, then the parties agree to a court appointed mediator. The purpose of the mediation is to identify the issues, reduce misunderstandings, clarify priorities, explore areas of compromise, and find points of agreement. In the event a resolution is not obtained after formally mediating for a reasonable period, litigation may be commenced, provided however, that a party may file litigation prior to mediating for the sole purpose of tolling a statute of limitations, for the court appointment of a mediator or for injunctive proceedings, but then must immediately proceed with mediation as outlined in this section.

15. **Entire Agreement and Amendments.** This Agreement constitutes the full and complete Agreement of and between the parties hereto. No representations or warranties made by a party or its officers, employees or agents shall be binding unless contained in this Agreement or subsequent written amendments thereto. The parties each agree that the terms, covenants and conditions of this Agreement shall supersede any and all such prior negotiations and agreements, and that this Agreement shall be and is the final expression of the agreement of the parties and shall control. This Agreement may not be amended, modified, altered, terminated, or canceled in any respect whatsoever, except in writing duly executed by each of the parties hereto. No waiver or release of any right or obligation set forth herein shall be valid unless made in writing and executed by each of the parties hereto. Failure of one party to exercise a right upon any default of the other party shall not be construed as a waiver of the right to insist upon full performance of all the terms and conditions of this Agreement.

16. **Assignment.** This Agreement shall not be assigned by any of the parties hereto without the prior written consent of the other parties.

17. **No Presumption.** No presumption shall exist in favor or against any party to this Agreement as a result of the drafting and preparation of this Agreement.

18. **Captions.** The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part hereof.

19. **Partial Invalidity.** In the event any provision of this Agreement or any part thereof shall be determined by a court of competent jurisdiction to be invalid, void, or otherwise

unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby, it being agreed that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof

20. No Joint Venture. This Agreement shall not be deemed to create an agency, joint venture, partnership or any other similar relationship between the parties hereto. This Agreement is a contractual relationship only for the limited purposes specified herein.

21. No Third Party Beneficiaries. This Agreement is not intended nor shall it be interpreted to create or confer any rights upon third parties not a party to this Agreement.

22. Authority to Execute. Each of the persons executing this Agreement represents and warrants to the other parties that he or she has the lawful and binding authority and authorization from their respective entity set forth below to execute this Agreement for and on behalf of said entity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth opposite their names

VALLEY CLUB OWNERS ASSOCIATION, INC.

DATE: 4/10/08

By: 

~~Bernard Friedlander~~, President

BERNARD FRIEDLANDER

THE VALLEY CLUB, INC.

DATE: 4/16/08

By: 

Doug Rhymes, President

THE VILLAGE GREEN AT THE VALLEY
CLUB HOMEOWNERS ASSOCIATION, INC.

DATE: 4/10/08

By: 

Henry Dean, President

STATE OF IDAHO)
) ss
County of Blaine)

On this 10th day of April, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Barrell Rubel, known or identified to me to be the President of Valley Club Owners Association, Inc., the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

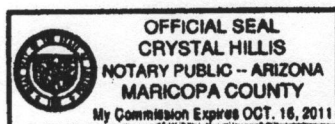


Nancy Moore
Notary Public for Idaho
Residing at Ketchum
My commission expires 05-11-2012

STATE OF ~~HAWAII~~ Arizona)
) ss
County of Maricopa)

On this 16 day of April, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Doug Rhymes, known or identified to me to be the President of The Valley Club, Inc., the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



C Hillis
Notary Public for Hawaii Arizona
Residing at Scottsdale, AZ
My commission expires 10-16-2011

STATE OF IDAHO

)

) ss

County of Blaine

)

On this 10th day of April, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Henry Dean, known or identified to me to be the President of the Village Green at the Valley Club Homeowners Association, Inc, the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

JUDIANNE FULLER
NOTARY PUBLIC
STATE OF IDAHO

Judianne Fuller
Notary Public for Idaho
Residing at Veteran Idaho
My commission expires 3-16-2010

EXHIBIT A

WATER SYSTEM PARCELS - LEGAL DESCRIPTION

Parcel A and a well easement over a portion of Parcel B, THE VALLEY CLUB P.U.D., Blaine County, Idaho, according to the official plat thereof recorded May 5, 1994 as Instrument No. 365515, records of Blaine County, Idaho. The well easement is created and defined in the 1998 Agreement.

EXHIBIT B

CLUB FACILITIES - LEGAL DESCRIPTION

Parcels B, C, D, E, F and G, THE VALLEY CLUB P.U.D., Blaine County, Idaho, according to the official plat thereof recorded May 5, 1994 as Instrument No. 365515, records of Blaine County, Idaho, except (a) that portion of Parcel B described in the 1998 Agreement as the Well Easement Site and (b) that portion of Parcel E commonly known as the "Employee Housing."

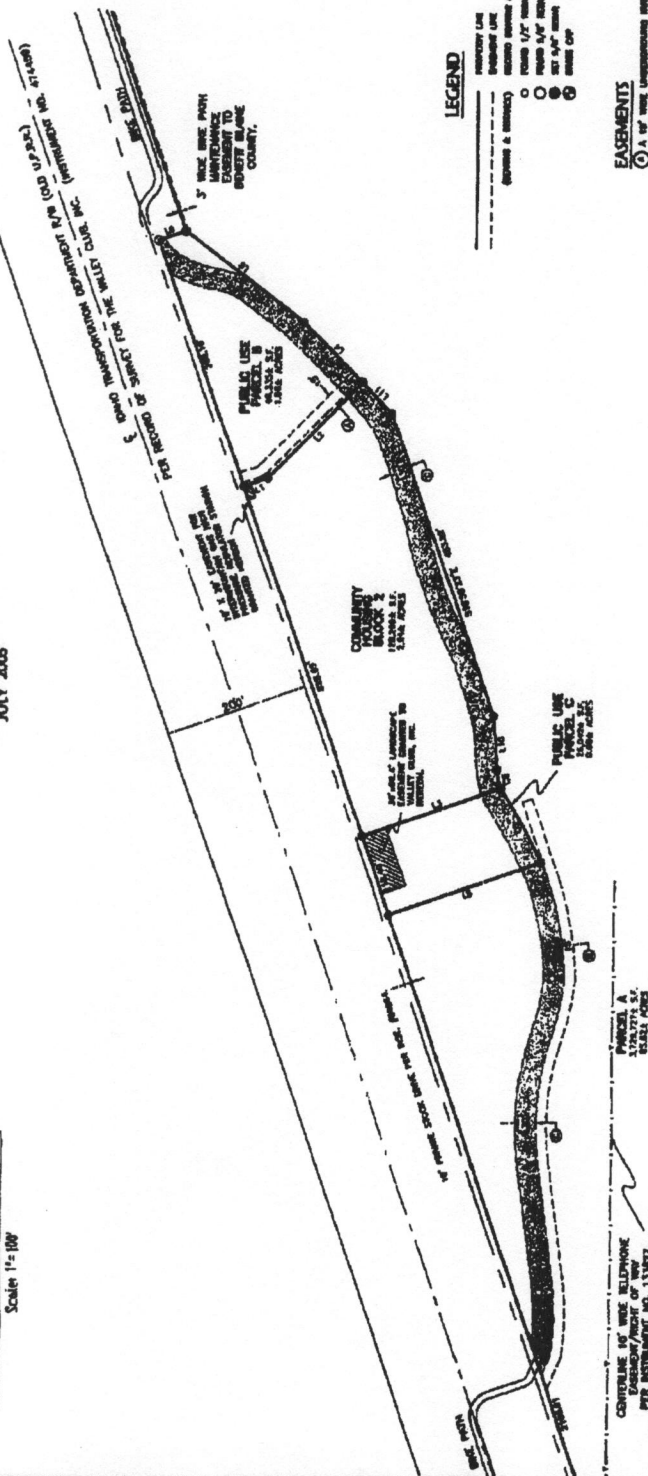
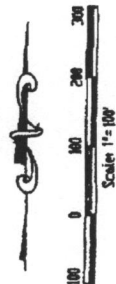
EXHIBIT C

PLAT OF THE VALLEY CLUB WEST NINE PUD

A PLANNED UNIT DEVELOPMENT
WHEREIN TAX LOT 7627 IS SUBDIVIDED INTO BLOCKS 1 & 2 AND PARCELS A, B, C & D.
LOCATED WITHIN SECS. 20 & 29, TOWNSHIP 3 NORTH, RANGE 19 EAST, 134A,
BLAINE COUNTY, MONTANA
JULY 2005

A PLANNED UNIT DEVELOPMENT
WHEREIN TAX LOT 7627 IS SUBDIVIDED INTO BLOCKS 1 & 2 AND PARCELS A, B, C & D.
LOCATED WITHIN SECS. 20 & 29, TOWNSHIP 3 NORTH, RANGE 19 EAST, 134A,
BLAINE COUNTY, MONTANA
JULY 2005

JULY 2005



(Customer's Name)

ADDRESS & PHONE

TELEPHONE LINE

RECORD SERVICE & SERVICE

☐ FORD 1/2" REAR
☐ FORD 3/4" REAR
☒ ST 3/4" REAR
☐ BRASS CAP

EASEMENTS

- ④ A 1976 LINCOLN CONTINENTAL
FIVE DOOR 350 IS GRANTED TO
CONFERENCE CENTER ASSOCIATION AS
SCHOOL BUS.
- ⑤ A 1976 BUCHHEIM BUCHHEIM
FIVE DOOR 350 IS GRANTED TO SCHOOL
WILLARD AS SCHOOL BUS.
- ⑥ A 30' WIDE HIGH-SPEED PUBLIC
FIFTH DOORWAY IS GRANTED WHEN
BLOCK 2 & PARCELS A, B & C TO
BLAKE CITY AS SCHOOL BUS.

LINE TABLE

[illegible]

**THE VALLEY CLUB
WEST NINE P.U.D.**

LOCATED WITHIN SECTIONS 20 & 29,
TOWNSHIP 3 NORTH, RANGE 19 EAST, BLM,
BLAINE COUNTY, MONT.

	PROJECT NO. 03304	PLAN BY: MCS/CL	03304-0000-0001.dwg
	FULL PLAN	DATE: 6/1/08	SHEET 2 OF 3

PREPARED FOR: THE VALLEY CLUB, INC.
 5500 WILSON BLVD., SUITE 100
 LOS ANGELES, CA 90048

PAPERBOND INC. 80-CHAMBER ASSOCIATES P.A.
 P.O. BOX 773 - 180 MILL STREET
 ALTOONA, INDIANA 47301
 Phone: (317) 938-0171 FAX: (317) 938-0144

THE VALLEY CLUB WEST NINE P.U.D.

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS that THE VALLEY CLUB, INC., on behalf and for the benefit of its members, hereby certifies that the following is a true and correct copy of the land conveyed to the undersigned and that it is in accordance with the State Code relating to public and private.

A parcel of land within Subdivisions 20 & 21, Township 2 North, Range 10 East, State of Idaho, more particularly described by metes and bounds as follows:

Commencing at the Section Corner between Subdivisions 20, 21, 22 and 23, and Section 20, T2N, R10E, S20E, 2433.00 feet from the S.E. Corner of said Section 20, and said Section Corner being the True Point of Beginning;

Thence S89°25'24"W, 1281.00 feet along the section line between said Subdivisions 20 and 21 to the S.E. Corner of said Section 20;

Thence S89°25'24"W, 875.00 feet to a point on the westerly boundary of a Stock

Section 21, T2N, R10E, S20E, 2433.00 feet along said westerly boundary

Thence S89°25'24"W, 875.00 feet to the westerly boundary of a Stock

Section 21, T2N, R10E, S20E, 2433.00 feet along said westerly boundary;

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Thence S89°25'24"W, 875.00 feet along said westerly boundary;

Thence S89°25'24"W, 875.00 feet along said westerly boundary;

Thence S89°25'24"W, 875.00 feet along said westerly boundary;

Thence S89°25'24"W, 875.00 feet along said westerly boundary;

Thence S89°25'24"W, 875.00 feet along said westerly boundary;

Thence S89°25'24"W, 875.00 feet along said westerly boundary;

Thence S89°25'24"W, 875.00 feet along said westerly boundary;

Thence S89°25'24"W, 875.00 feet along said westerly boundary;

SURVEYOR'S CERTIFICATE

I, JAMES C. KEMMER, a duly Registered Land Surveyor in the State of Idaho, do hereby certify that the foregoing plat is a true and correct copy of the land surveyed under my authority and that it is in accordance with the State Code relating to public and private.

James C. Kemmer
7/13/05
James C. Kemmer, P.L.S.

COUNTY SURVEYOR'S APPROVAL

This is to certify that I, Jim W. Kerner, County Surveyor for Blaine County, Idaho, have examined the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

Jim W. Kerner
7/13/05
Jim W. Kerner

COUNTY PLANNING & ZONING APPROVAL

The foregoing plat was approved and accepted this 22nd day of July, 2005, by the County Planning & Zoning Commission, Blaine County, Idaho.

John H. Hester
John H. Hester

COUNTY COMMISSIONER'S APPROVAL

The foregoing plat was approved and accepted this 22nd day of July, 2005, by the County Commissioners, Blaine County, Idaho.

David Marshall
David Marshall

COUNTY TREASURER'S CERTIFICATE

On this 22nd day of July, 2005, the foregoing plat was approved and accepted for the Blaine County Treasurer, Blaine County, Idaho.

Wesley X. Hunt by David Marshall
Wesley X. Hunt by David Marshall

COUNTY RECORDER'S CERTIFICATE

I hereby certify that this instrument was filed in the record of said county on this 22nd day of July, 2005, at my office and day recorded in book _____ of page _____.

Instrument No. _____
Page 2.

Recorded at 2:30 PM
Blaine County, Idaho
Blaine County Recorder
Blaine County, Idaho



I, JAMES C. KEMMER, a duly Registered Land Surveyor in the State of Idaho, do hereby certify that the foregoing plat is a true and correct copy of the land surveyed under my authority and that it is in accordance with the State Code relating to public and private.

THE VALLEY CLUB
WEST NINE P.U.D.
LOCATED: SECTIONS 20 & 21
TOWNSHIP 2 NORTH, RANGE 10 EAST, S.4E.
PREPARED BY THE VALLEY CLUB, INC.
BLAINE COUNTY, IDAHO
RECORDED BY: JAMES C. KEMMER
DATE: 7/13/05

ACKNOWLEDGEMENT

COUNTY OF BLAINE
STATE OF IDAHO

On this 22nd day of July, 2005, before me, a duly qualified and authorized Notary Public for the State of Idaho, personally appeared

Wesley X. Hunt, known or identified to me to be the *Vice President* of THE VALLEY CLUB, INC., who executed the instrument on behalf of said corporation and acknowledged to me that said corporation executed the same.

I, JAMES C. KEMMER, a duly qualified and authorized Notary Public for the State of Idaho, do hereby certify that the foregoing instrument was executed by the person or persons named herein and that the same is a true and correct copy of the original instrument.

My commission expires 8-15-2011
Notary at *Blaine, Idaho*
James C. Kemmer
Notary Public

EXHIBIT D
WATER TANKS SITE EASEMENT

Benchmark Associates, P.A.

ENGINEERING, PLANNING, SURVEYING & MAPPING

PO Box 733 : 100 Bell Drive

Ketchum, Idaho 83340

208-726-9512 : Facsimile 208-726-9514



WATER TANK EASEMENT EASEMENT 'B'

Within: THE VALLEY CLUB
BLAINE COUNTY, IDAHO

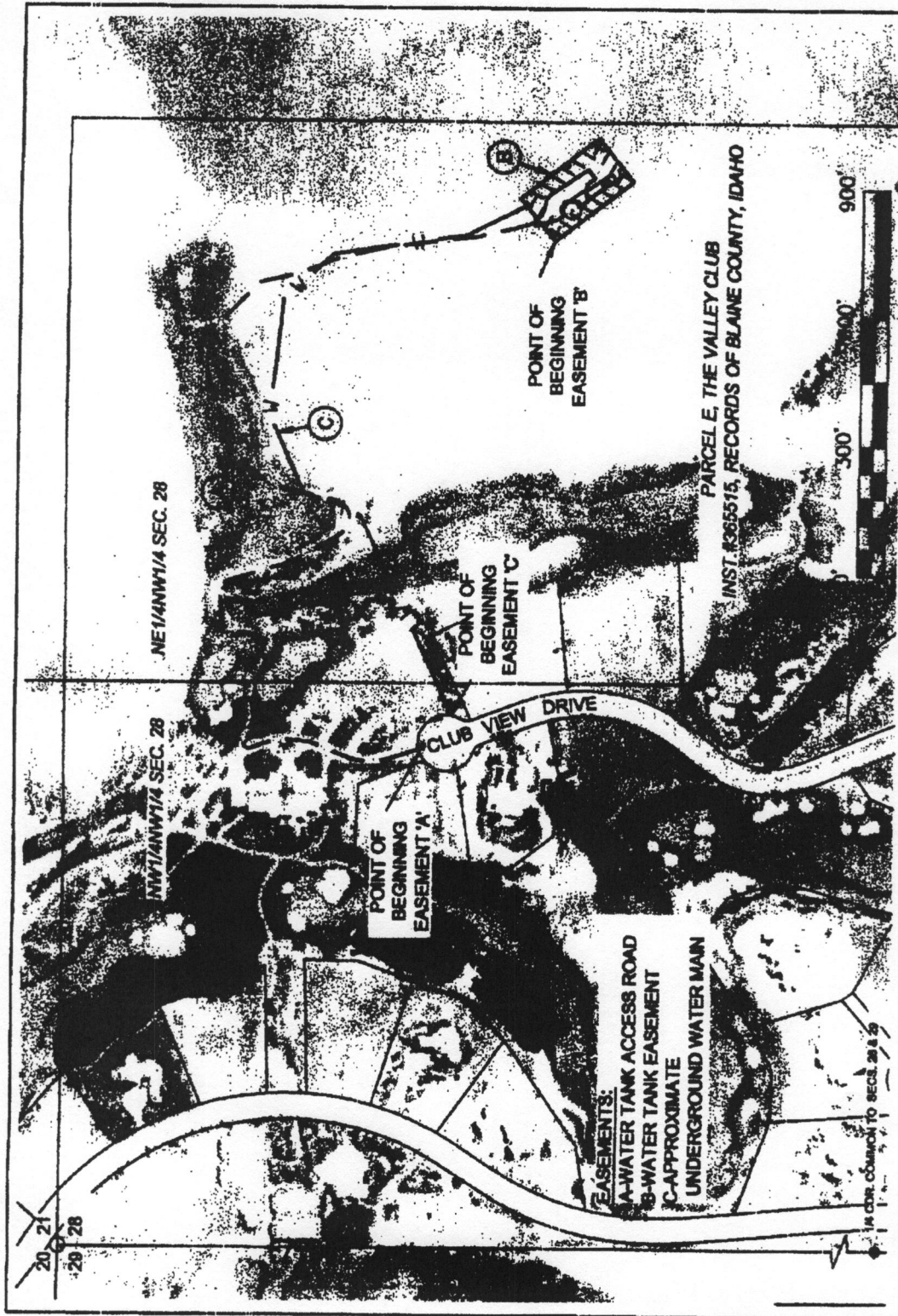
A parcel of land lying within Parcel "E" of The Valley Club, recorded as Instrument #365515, records of Blaine County, Idaho, within the NE1/4NW1/4 of Section 28, Township 3 North, Range 18 East of the Boise Meridian, Blaine County, Idaho. Said parcel of land being more particularly described as follows:

Commencing at a 5/8" rebar marking the northwest corner of said Section 28, said bar lies N00°04'08"E a distance of 2643.73 feet from a Brass Cap marking the West 1/4 Corner common to Sections 28 & 29 as shown on said plat of the Valley Club;
Thence S64°45'55"E, 2586.87 feet to a point, said point being the POINT OF BEGINNING;

Thence S38°29'30"E a distance of 226.60 feet;
thence S51°30'30"W a distance of 128.55 feet;
thence N38°29'30"W a distance of 226.60 feet;
thence N51°30'30"E a distance of 128.55 feet to the TRUE POINT OF BEGINNING.

Said easement having an area of approximately 29130 square feet, 0.67 acres.

SEE ATTACHED EXHIBIT.



EASEMENT EXHIBIT WITHIN PARCEL E, THE VALLEY CLUB

LOCATED WITHIN
 NW 1/4 SECTION 28, TOWNSHIP 3 NORTH, RANGE 18 EAST, B.M.,
 BLAINE COUNTY, IDAHO



EXHIBIT E

ACCESS ROAD AND WATER LINE EASEMENT

Benchmark Associates, P.A.

ENGINEERING, PLANNING, SURVEYING & MAPPING
PO Box 733 : 100 Bell Drive
Ketchum, Idaho 83340
208-726-9512 : Facsimile 208-726-9514



WATER TANK ACCESS EASEMENT EASEMENT 'A'

Within: THE VALLEY CLUB
BLAINE COUNTY, IDAHO

Page 1 of 2

A strip of land, 20 feet in width, lying within Parcel "E" of The Valley Club, recorded as Instrument #365515, records of Blaine County, Idaho, within the NW1/4NW1/4 and the NE1/4NW1/4 of Section 28, Township 3 North, Range 18 East of the Boise Meridian, Blaine County, Idaho. Said strip lying 10 feet on each side of a centerline more particularly described as follows:

Commencing at a 5/8" rebar marking the northwest corner of said Section 28, said bar lies N00°04'08"E a distance of 2643.73 feet from a Brass Cap marking the West 1/4 Corner common to Sections 28 & 29 as shown on said plat of the Valley Club;
Thence S55°07'55"E, 1410.15 feet to a point on the right-of-way of Club View Drive as shown on said plat of the Valley club, said point being the POINT OF BEGINNING;

Thence more or less along the centerline of an existing unrecorded and undescribed road by the following courses.

Thence N17°32'32"W a distance of 69.08 feet;

Thence along a curve to the right 108.21 feet, said curve having a radius of 150.00 feet, a chord bearing N03°07'30"E a distance of 105.88 feet and a delta angle of 41°20'04;

Thence N23°47'32"E a distance of 50.82 feet;

Thence along a curve to the left 164.66 feet, said curve having a radius of 190.00 feet, a chord bearing N01°02'04"W a distance of 159.55 feet and a delta angle of 49°39'12;

Thence N25°51'40"W a distance of 1.59 feet;

Thence departing existing road more or less along the centerline of an existing golf cart path along a curve to the right 28.93 feet, said curve having a radius of 12.00 feet, a chord bearing N43°12'13"E a distance of 22.42 feet and a delta angle of 138°07'45;

Thence S67°43'55"E a distance of 46.83 feet;

Thence along a curve to the left 10.15 feet, said curve having a radius of 24.00 feet, a chord bearing S81°39'44"E a distance of 10.08 feet and a delta angle of 24°14'26;

Thence N86°13'03"E a distance of 34.66 feet;

Thence along a curve to the right 57.77 feet, said curve having a radius of 115.00 feet, a chord bearing S79°23'32"E a distance of 57.16 feet and a delta angle of 28°46'49;

Thence S65°00'08"E a distance of 79.04 feet;

Thence along a curve to the left 21.03 feet, said curve having a radius of 13.00 feet, a chord bearing N68°39'38"E a distance of 18.81 feet and a delta angle of 92°40'29;

Thence N22°19'23"E a distance of 38.62 feet;

**WATER TANK ACCESS EASEMENT
EASEMENT 'A'**

Within: THE VALLEY CLUB

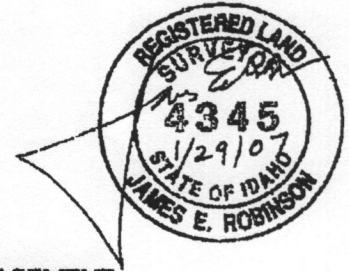
Page 2 of 2

Thence along a curve to the left 21.97 feet, said curve having a radius of 50.00 feet, a chord bearing N09°44'01"E a distance of 21.80 feet and a delta angle of 25°10'46;
Thence N02°51'22"W a distance of 13.70 feet;
Thence along a curve to the right 65.00 feet, said curve having a radius of 40.00 feet, a chord bearing N43°41'59"E a distance of 58.08 feet and a delta angle of 93°06'43;
Thence S89°44'39"E a distance of 57.62 feet;
Thence along a curve to the right 35.68 feet, said curve having a radius of 28.00 feet, a chord bearing S53°14'33"E a distance of 33.31 feet and a delta angle of 73°00'13;
Thence S16°44'26"E a distance of 124.99 feet;
Thence along a curve to the left 50.08 feet, said curve having a radius of 200.00 feet, a chord bearing S23°54'49"E a distance of 49.95 feet and a delta angle of 14°20'45;
Thence S31°05'11"E a distance of 98.51 feet;
Thence departing said centerline of path along a curve to the left 101.08 feet, said curve having a radius of 43.00 feet, a chord bearing N81°34'18"E a distance of 79.36 feet and a delta angle of 134°41'02;
Thence N14°13'47"E a distance of 122.47 feet;
Thence along a curve to the right 201.60 feet, said curve having a radius of 200.00 feet, a chord bearing N44°38'27"E a distance of 193.17 feet and a delta angle of 57°45'17;
Thence N73°31'06"E a distance of 203.42 feet;
Thence S47°00'10"E a distance of 199.78 feet;
Thence S13°22'16"E a distance of 99.99 feet;
Thence S22°29'15"E a distance of 99.91 feet;
Thence S11°44'31"E a distance of 99.99 feet;
Thence S08°13'53"E a distance of 99.99 feet;
Thence S06°16'11"E a distance of 99.94 feet;
Thence S13°00'18"E a distance of 99.98 feet;
Thence S16°34'05"E a distance of 52.29 feet to a point on the Northwest boundary of a Water Tank Easement shown as Easement 'B' on the attached exhibit, said point being the POINT OF TERMINATION, from which the POINT OF BEGINNING lies N78°04'24"W, 1256.65 feet.
The side lines of said strip are lengthened or shortened to begin on said right-of-way of Club View Drive and to end on the Boundary of said Water Tank Easement.

SEE ATTACHED EXHIBIT.

Benchmark Associates, P.A.

ENGINEERING, PLANNING, SURVEYING & MAPPING
PO Box 733 : 100 Bell Drive
Ketchum, Idaho 83340
208-726-9512 : Facsimile 208-726-9514



APPROXIMATE UNDERGROUND WATER LINE EASEMENT EASEMENT 'C'

Within: THE VALLEY CLUB
BLAINE COUNTY, IDAHO

A strip of land, 10 feet in width, lying within Parcel "E" of The Valley Club, recorded as Instrument #365515, records of Blaine County, Idaho, within the NW1/4NW1/4 and the NE1/4NW1/4 of Section 28, Township 3 North, Range 18 East of the Boise Meridian, Blaine County, Idaho. Said strip lying 5 feet on each side of an unsurveyed underground waterline and being described approximately as follows:

Commencing at a 5/8" rebar marking the northwest corner of said Section 28, said bar lies N00°04'08"E a distance of 2643.73 feet from a Brass Cap marking the West 1/4 Corner common to Sections 28 & 29 as shown on said plat of the Valley Club;
Thence S54°29'51" E, 1517.63 feet to a point on the right-of-way of Club View Drive as shown on said plat of the Valley club, said point being the POINT OF BEGINNING;

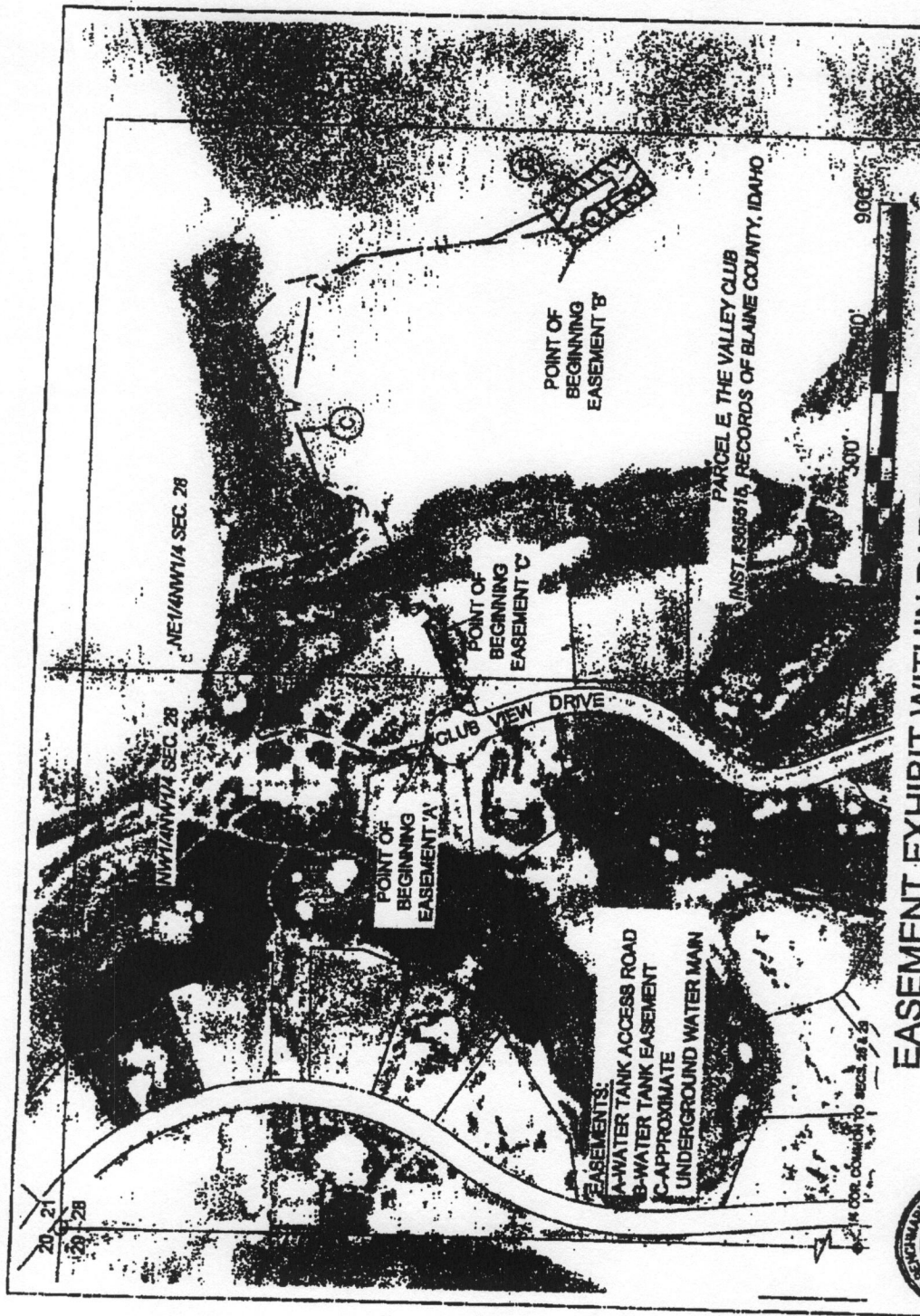
thence N65°10'26"E a distance of 514.01 feet;
thence N22°05'31"E a distance of 139.77 feet;
thence N66°25'06"E a distance of 193.17 feet;
thence S83°58'48"E a distance of 275.01 feet;
thence S42°51'17"E a distance of 150.82 feet;
thence S08°42'49"E a distance of 308.24 feet;
thence S27°17'05"E a distance of 150.48 feet to a point on the Northwest boundary of a Water Tank Easement shown as Easement 'B' on the attached exhibit, said point being the POINT OF TERMINATION, from which the POINT OF BEGINNING lies N82°33'18" W, 1197.95 feet

The side lines of said strip are lengthened or shortened to begin on said right-of-way of Club View Drive and to end on the Boundary of said Water Tank Easement.

NOTE: The actual location of the waterline was not determined for this easement. The easement as described was derived from the As-Constructed Drawings (September 1994) from EHM Engineers, Inc and on-site ground observations. Benchmark Associates, PA neither warrants nor implies that the preceding description depicts the true location of the waterline.

SEE ATTACHED EXHIBIT.

Page 1 of 1



EASEMENT EXHIBIT WITHIN PARCEL E, THE VALLEY CLUB

LOCATED WITHIN
NW 1/4 SECTION 28, TOWNSHIP 3 NORTH, RANGE 18 EAST, B.M.,
BLAINE COUNTY, IDAHO



EXHIBIT F

MAP DESIGNATING WATER MEASURING DEVICES

EXHIBIT 1

measuring device

measuring device

1. The map shows a coastal area with numerous numbered points (1-43) and handwritten annotations. A thick black line traces a path through the terrain. Labels include 'measuring device' and 'EXHIBIT 1'.

measuring
device

measuring device.

WATER PLAN
THE VALLEY CLUB WEST NINE

**PREPARED FOR:
THE VALLEY CLUB INC**



REVISIONS			
No.	DESCRIPTION	DATE	BY