GRIFFIN RANCH SUDIVISION PROPERTY IRRIGATION SERVICE STANDARD HOOKUP REQUIREMENTS

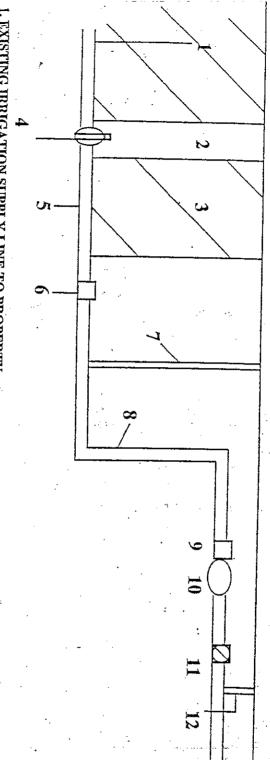
OCTOBER 1, 2001

THE PRESSURIZED FIRE/IRRIGATION SYSTEM IS A LIVE LINE WITH A CONSTANT PRESSURE OF 90 TO 100 P.S.I. AT ALL TIMES. TO PROVIDE SERVICE AND MINIMIZE DOWN TIME AND DAMAGE TO THE SYSTEM THE FOLLOWING PROCEDURES AND STANDARDS WILL BE USED FOR CONNECTING TO THE PROVIDED IRRIGATION TAP.

- 1.PROPERTY OWNER WILL PROVIDE 48 HOUR NOTICE TO THE SUBDVISION OWNER OR OWNERS REPRESENTATIVE PRIOR TO EXCAVATION OF THE IRRIGATION TAP.
- 2.PROPERTY OWNER WILL INSTALL IRRIGATION TAP AS SHOWN ON STANDARD IRRIGATION TAP SHEET 2 OF 2.
- 3. EACH SYSTEM WILL HAVE AN AUTOMATIC IRRIGATION CLOCK FOR THE OPERATION OF THE SYSTEM. ALL ZONES ON THE SYSTEM WILL BE CONTROLLED BY THE CLOCK. ALL DISTRIBUTION POINTS WILL BE DOWN STREAM FROM THE WATER METER AND BALL VALVE AT THE IRRIGATION TAP.
- 4.THE INSTALLED IRRIGATION TAP WILL BE INSPECTED AND APPROVED BY THE SUBDIVISION OWNER OR OWNERS REPRESENTATIVE PRIOR TO BEING BACKFILLED.
- 5.PROPERTY OWNER WILL BE RESPONSILBE FOR WINTERIZATION OF THE IRRIGATION TAP FROM THE EXISTING GATE VALVE TO PREVENT FREEZING AND DAMAGE TO THE LIVE FIRE/IRRIGATION SYSTEM.
- 6.THE GATE VALVE AT THE PROPERTY LINE TO PROVIDE IRRIGATION WATER TO THE PROPERTY WILL BE UNDER THE CONTROL OF THE SUBDIVISION OWNER OR OWNERS REPRESENTATIVE. PROPERTY OWNERS WILL NOT BE ALLOWED OPERATION OF THIS FACILITY AT ANY TIME.

STANDARD IRRIGATION TAP GRIFFIN RANCH SUDIVISION

OCTOBER 1,2001



- 1. EXISTING IRRIGATION SUPPLY LINE TO PROPERTY
- 2. EXISTING VALVE VAULT
- 3. MAINTAIN WALL BANK BETWEEN VAULT AND
 EXISTING PIPE STITE OF TO CONSTRUCT AND
- EXISTING PIPE STUB (5) TO CONNECTION AT PIPE STUB END 4. EXISTING GATE VALVE
- 5. EXISTING PIPE STUB FROM VALVE INTO PROPERTY
- 6. COUPLER CONNECTION EXISTING SERVICE LINE TO
- NEW IRRIGATION SYSTEM BY PROPERTY OWNER
 7 SYSTEM BLOW OUT RISER
- 8. IRRIGATION SUPPLY LINE: LINE SIZE NOT TO EXCEED
- SIZE OF EXISTING SUPPLY LINE.
- 9 INLINE SWING CHECK ASSEMBLY
- 0. INLINE WATER METER TO VERIFY WATER CONSUMPTION WITH ACCESS VAULT
- 1. INLINE BALL VALVE FOR EMERGENCY SHUT OFF OF SYSTEM WITH ACCESS VAULT
- 2. BLOW OUT RISER PROPERTY SYSTEM.

NOTE: PROPERTY OWNER IS RESPONSIBLE FOR ALL COSTS AND MATERIALS TO HOOKUP TO SYSTEM FROM THE EXISTING GATE VALVE AND PIPE STUB ON THE PROPERTY. ANY DAMAGE OR REPAIRS TO EXISTING FACILITIES 7/11L BE AT THE PRPOERTY OWNERS EXPENSE.

JOINT OPERATING AGREEMENT

THIS JOINT OPERATING AGREEMENT is made and entered into as of the date of the last signature hereto by and between the GRIFFIN RANCH HOMEOWNERS ASSOCIATION, INC., an Idaho nonprofit corporation (the "Subdivision Association") and GRIFFIN RANCH P.U.D. SUBDIVISION HOMEOWNERS ASSOCIATION, INC., an Idaho nonprofit corporation (the "PUD" Association"). The Subdivision Association and PUD Association are sometimes hereinafter collectively referred to as the "Associations".

RECITALS

- 1. Griffin Ranch Subdivision (the "Subdivision") is an eighteen lot residential subdivision described and defined in the official plat thereof recorded December 27, 1995, as Instrument No. 385534, the Replat of Lots 2 and 5, Griffin Ranch Subdivision, recorded December 26, 1996, as Instrument No. 397686, and the Replat of Lots 13 and 14, Griffin Ranch Subdivision, recorded January 30, 1998, as Instrument No. 410250, records of Blaine County, Idaho.
- 2. The Subdivision Association is the homeowners association for the Subdivision as provided for in the Declaration Establishing Covenants, Conditions and Restrictions for Griffin Ranch Subdivision, the First Amendment to Declaration Establishing Covenants, Conditions and Restrictions for Griffin Ranch Subdivision, the Second Amendment to Declaration Establishing Covenants, Conditions and Restrictions for Griffin Ranch Subdivision, and the Third Amendment to Declaration Establishing Covenants, Conditions and Restrictions for Griffin Ranch Subdivision recorded in the records of Blaine County, Idaho December 27, 1995 as Instrument No. 385533, March 18, 1996 as Instrument No. 388137, September 26, 1996, as Instrument No. 394844, and October 14, 1998, as Instrument No. 419784, respectively (collectively the "Subdivision CCR's").
- 3. Blaine County has approved the resubdivision of Lots 1, 2A, 3 and 4 of the Subdivision into the Griffin Ranch P.U.D. Subdivision (the "PUD"), a planned unit development, pursuant to and in accordance with the requirements of Chapter 6 of Title 10 of the Blaine County Code and as described and defined in the Preliminary Plat for the PUD, a copy of which is attached hereto as Exhibit A (the "PUD Preliminary Plat").
- 4. The final plat for Phase I of the PUD has been approved by Blaine County and recorded October 14, 1999 as Instrument No. 432492, records of Blaine County, Idaho, a copy of which is attached hereto as Exhibit B (the "PUD Phase I Plat").
- 5. The PUD Association is the homeowners association for the PUD as provided for in the Declaration Establishing Covenants, Conditions and Restrictions for Griffin Ranch P.U.D. Subdivision, recorded October 14, 1999 as Instrument No. 432493, records of Blaine County, Idaho

Page 1

- 6. That part of the private portion of Griffin Ranch Road as shown on the Preliminary Plat which is located in the PUD has been conveyed by the developer of the Subdivision and PUD GGA Limited Liability Co., a Washington limited liability company qualified to do business in the State of Idaho ("GGA"), to the Associations. The portion of Griffin Ranch Road which will be dedicated to Blaine County and become a public road upon the completion of Phase 2 of the PUD is owned by GGA and, until dedicated, remains a private road as shown on the PUD Phase 1 Plat Since Griffin Ranch Road traverses, provides access to and benefits portions of the Subdivision and the PUD, the Subdivision CCR's and PUD CCR's (both documents are hereafter referred to collectively as the "CCR's") require the Associations to jointly own, operate, maintain and repair the private portions of Griffin Ranch Road located within the PUD (the "Road").
- 7. The Associations own an irrigation and fire protection system (the "Irrigation and Fire Protection System") as more fully described in the CCR's which provides water for irrigating the lots and common areas within the Subdivision and PUD and for fire protection. The Associations also own the irrigation water rights for the Irrigation and Fire Protection System described in the CCR's (the "Water Rights"). The CCR's require the Associations to jointly operate, maintain and repair the Irrigation and Fire Protection System and to protect and perfect the Water Rights.

NOW THEREFORE, the Associations agree to jointly own, operate, maintain, manage and improve the Road and the Irrigation and Fire Protection System, and to protect and perfect the Water Rights, according to the terms and conditions of this Agreement which are as follows:

TERMS AND CONDITIONS

- 1. <u>Recitals</u>. All of the above recitals are an integral part of this Agreement and are incorporated herein by reference.
- 2. <u>CCR's</u>. This Agreement, and the duties and obligations of the Associations set forth in this Agreement, are subject to all of the terms, conditions and restrictions of the CCR's.
- 3. <u>Effective Date</u>. This Agreement shall become effective as of the date of the last signature hereto.

4. The Road.

Obligations. The Associations shall provide snow removal for, repair, maintain and improve the Road in compliance with any applicable local governmental laws, ordinances and regulations to provide access from public roads to the lots and common areas within the Subdivision and PUD. Unless otherwise determined by the boards of directors of both Associations, the Associations shall obtain, from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect comprehensive public liability insurance insuring the Associations, their members, directors, officers, agents and employees, and GGA, against any liability incident to the use, maintenance or repair of the Road, with limits of liability

as follows: not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per occurrence with respect to personal injury or death, and property damage.

Expenses. The Associations shall share equally all costs and expenses incurred in carrying out their obligations with respect to the Road.

5. The Irrigation and Fire Protection System.

- Obligations. The Associations shall be responsible for operating, maintaining. repairing and improving the Irrigation and Fire Protection System to provide water for irrigation of the lots and common areas within the Subdivision and PUD in the amounts and for the irrigation of those acres specified in the CCR's pursuant to the Water Rights and subject to the laws of the State of Idaho and rules and regulations of the Idaho Department of Water Resources ("IDWR") and for fire protection. The Associations' obligations extend only to the point of stubout at the lot line of each individual lot or common area within the PUD and the Subdivision. From and after the stubout, all pipes, valves, sprinkler heads, fire protection systems and all other equipment used in the delivery of water for irrigation and fire protection of the premises, shall be the sole responsibility of the owner of the lot or common area. Therefore, as an example, all costs incurred in installing, operating, maintaining, repairing and improving pipes, valves, sprinkler systems, pumps and other rrigation equipment from and after the stubouts on the common areas of the PUD shall be the sole responsibility of the PUD Association. The Associations shall provide year round access to the fire hydrants within the Subdivision and the PUD for any fire protection needs within this area of Blaine County and shall protect the Irrigation and Fire Protection System from freezing. The Associations may purchase at their option any liability or other type of insurance they deem appropriate or necessary to insure themselves from damages to or liability arising from or related to the Irrigation and Fire Protection System.
- Water Rights. The Associations shall own the imigation water rights as more fully described in the CCR's. The Associations may apply for and obtain upon approval by IDWR such changes or transfers of the points of diversion or places of use of any of these water rights as they, in their sole discretion, determine to be advisable for the more efficient administration of the Imigation and Fire Protection System and use of the imigation water rights. The Associations shall be responsible for actively pursuing and perfecting any claims to these water rights in the Snake River Basin Adjudication ("SRBA").
- Expenses. All costs and expenses incurred in carrying out their obligations with respect to the Irrigation and Fire Protection System and Water Rights shall be shared by the Associations pro rata according to the respective total number of irrigable acres in the Subdivision and the phases of the PUD for which the final plat has been recorded as follows:

TOTAL COMMISSION					Day so of a Different free of	
PUD STATUS	PUD ASSOCIATION			SUBDIVISION ASSOCIATION		
	IRRIGABLE ACRES		%GE SHARE	IRRIGABLE ACRES		%GE SHARE
Phase I Completed	81.0	acres	28.1%	207.2	acres	71.9%
Phases 1 and 2 Completed	146.7	acres	50.9%	141.5	acres	49.1%
Phases 1, 2 and 3 Completed	201.5	acres	69.9%	86.7	acres	30.1%
			!			

In determining the irrigable acres and respective shares for the Associations, those Lots in the PUD which remain subject to the Subdivision CCR's and are not subject to the PUD CCR's are included in the Subdivision Association's irrigable acres. Therefore, (a) Lots 1A, 2B and 16 as shown on the PUD Phase 1 Plat are included in the Subdivision Association when Phase 1 of the PUD has been completed, (b) Lot 16 of Phase 1 of the PUD and the lands proposed for Phase 3 of the PUD, which will be known as Lot 2C when the Phase 2 final plat is recorded, are included in the Subdivision Association when Phases 1 and 2 of the PUD have been completed, and (c) Lot 16 of Phase 1 of the PUD is included in the Subdivision Association when the Phases 1, 2 and 3 of the PUD have been completed. The Associations' respective shares of these costs and expenses shall then be charged to all Lots and Common Area parcels within the PUD and Lots in the Subdivision served by the Irrigation and Fire Protection System, whether or not such PUD Lot or Subdivision Lot is improved, on a pro rata basis according to the maximum number of irrigable acres for each Lot or parcel, pursuant to Section 7.4.2 of the PUD CCR's and Section 6.03 of the Subdivision CCR's.

- 6. Administration of Agreement. A joint board, consisting of one (1) representative of each Association designated by their respective boards of directors (the "Joint Board") shall be responsible for administering the performance of this Agreement. The Joint Board shall review the costs and expenses incurred during the first year of the term of this Agreement and thereafter establish annual maintenance schedules and budgets for the obligations described in this Agreement. The budget shall be funded by the Associations according to their shares of the expenses as set forth above. The Joint Board may employ the services such property managers, accountants, bookkeepers, attorneys and other professionals, and to hire such employees, contractors or other personnel as it deems necessary and appropriate to carry out its obligations under this Agreement.
- 7. Failure to Make Payments. In the event either party hereto fails or is otherwise unable to pay its share of the expenses described above (the "Defaulting Association"), the other Association (the "Non-defaulting Association") is authorized to make such payment or payments. Any amounts so advanced by the Non-defaulting Association shall bear interest at the rate of five percentage points over the prime rate published in the "Money Rate" section of the Wall Street Journal from the date of any such advance, and all advanced amounts and interest accrued thereon shall be due from the Defaulting Association within ninety days after written demand for payment from the Non-defaulting Association. If payment is not then timely made in full to the Non-

defaulting Association, the Non-defaulting Association shall then be subrogated to the assessment lien rights of the Defaulting Association pursuant to the Subdivision CCR's or PUD CCR's, as the case may be, to the extent of the amount remaining unpaid and accrued interest thereon, which lien may then be enforced against each Lot and the Owners thereof in the Defaulting Association.

8. Indemnity. The Associations hereby indemnify and hold each other harmless from and against any debts, liens, judgments or charges of any nature arising out of the ownership, use operation, maintenance, repair or improvement of the Road or the Irrigation and Fire Protection System by reason of any act of one Association not authorized by the other and from and against each other's share of all payments due or to become due including, without limitation, taxes assessments, maintenance, landscaping, repair and any other cost or expenses relating to the Road or the Irrigation and Fire Protection System. Should either party hereto incur expenses in the defense or prosecution of any action arising from or relating to the Road or the Irrigation and Fire Protection System, then the other party hereby agrees to share equally in the cost of such defense or prosecution, whether or not litigation is instituted and on appeal. The Associations shall, jointly and severally, indemnify and hold GGA harmless from and against any debts, liens, judgments or charges of any nature arising out of the ownership, use, operation, maintenance, repair or improvement of the Road or the Irrigation and Fire Protection System, except those which are properly assessed against any Lot or other parcel in the Subdivision or PUD owned by GGA.

General Provisions.

- a. <u>Amendment</u>. This Agreement may be amended only upon the unanimous written agreement of the Associations.
- b. <u>Termination</u>. This Agreement shall terminate only upon the unanimous written agreement of the Associations.
- c. <u>Notices</u>. Any and all notices, designations, consents, offers, acceptances or any other communications provided for herein shall be given in writing and hand delivered or sent by registered or certified mail, addressed to the president of the Subdivision or PUD at that individual's address s designated by that individual.
- d. <u>Necessary Acts</u>. Both parties hereto agree to perform any further acts and execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- e. <u>Persons Bound</u>. This Agreement shall be binding upon, and inure to the benefit of, the Associations and their assigns, permitted transferees and legal successors.
- f. No Partnership. Nothing contained in this Agreement shall be deemed to form a partnership, joint venture or any other business combination or entity. Neither party hereto shall make any representation to any third party which in any way obligates the other party or makes the other party liable for any cost or expense and neither party hereto shall have authority to take any action which binds the other without the other's consent.

- Attornevs Fees. In the event either party hereto retains an attorney for the purpose of enforcing any right or duty arising out of this Agreement, the non-prevailing party in such dispute shall pay the prevailing party's reasonable attorneys fees, whether or not litigation is actually instituted and including attorney fees on appeal.
- h. <u>Governing Law</u>. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho.

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IN WITNESS WHEREOF, the Associations have executed this Agreement on the dates set

GRIFFIN RANCH HOMEOWNERS ASSOCIATION, INC.

Date: 11-19-99

By: Jews J. G. R. Wendy-S. Griffin, President

GRIFFIN RANCH P.U.D. SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

Date: 11-19-99

By: Vland J Horfeld Wendy S., Griffin Bresident

EXHIBIT A PRELIMINARY PLAT OF PUD

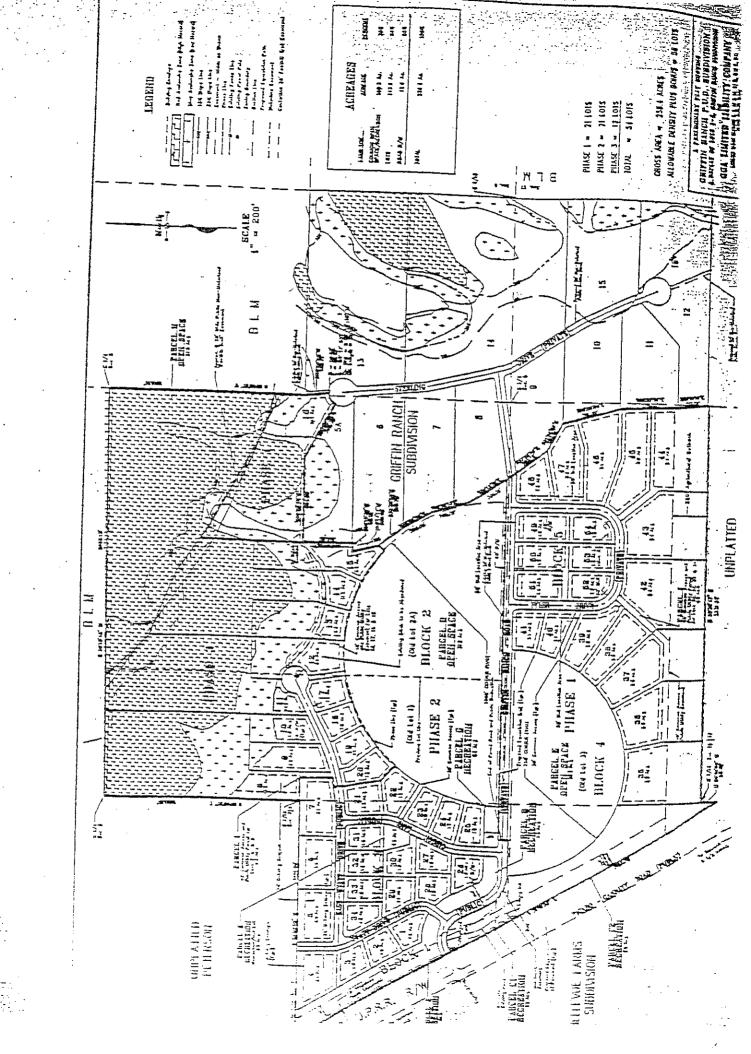
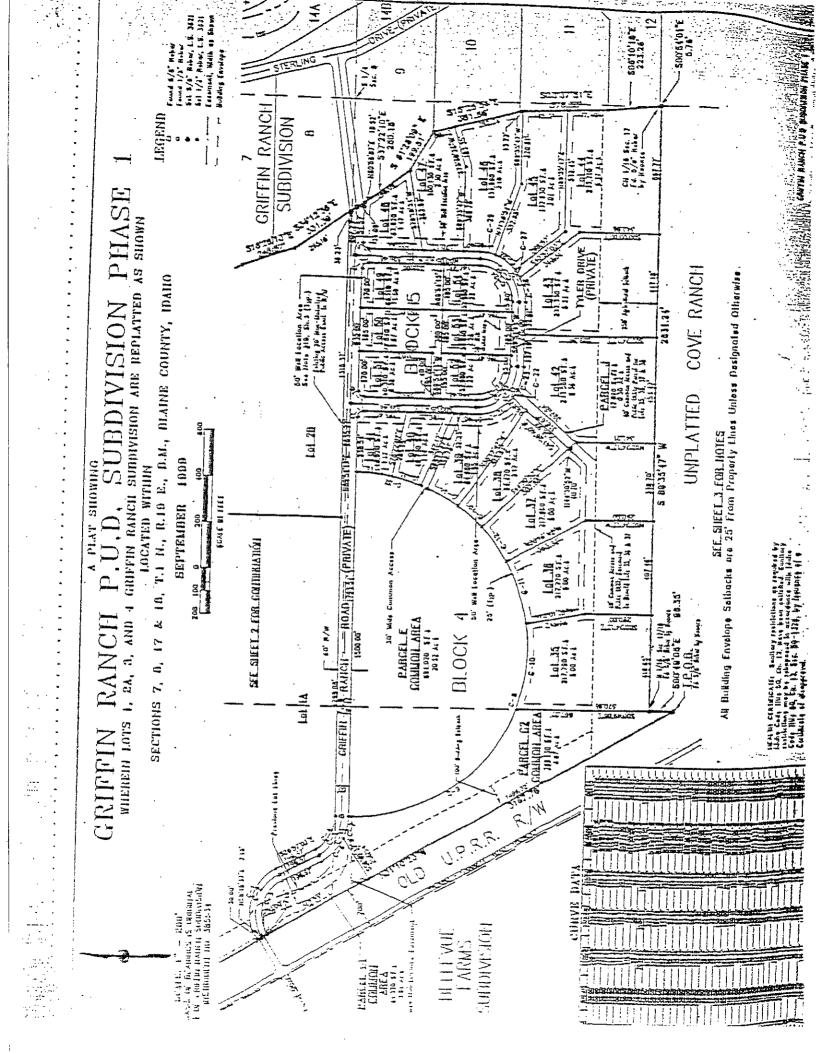
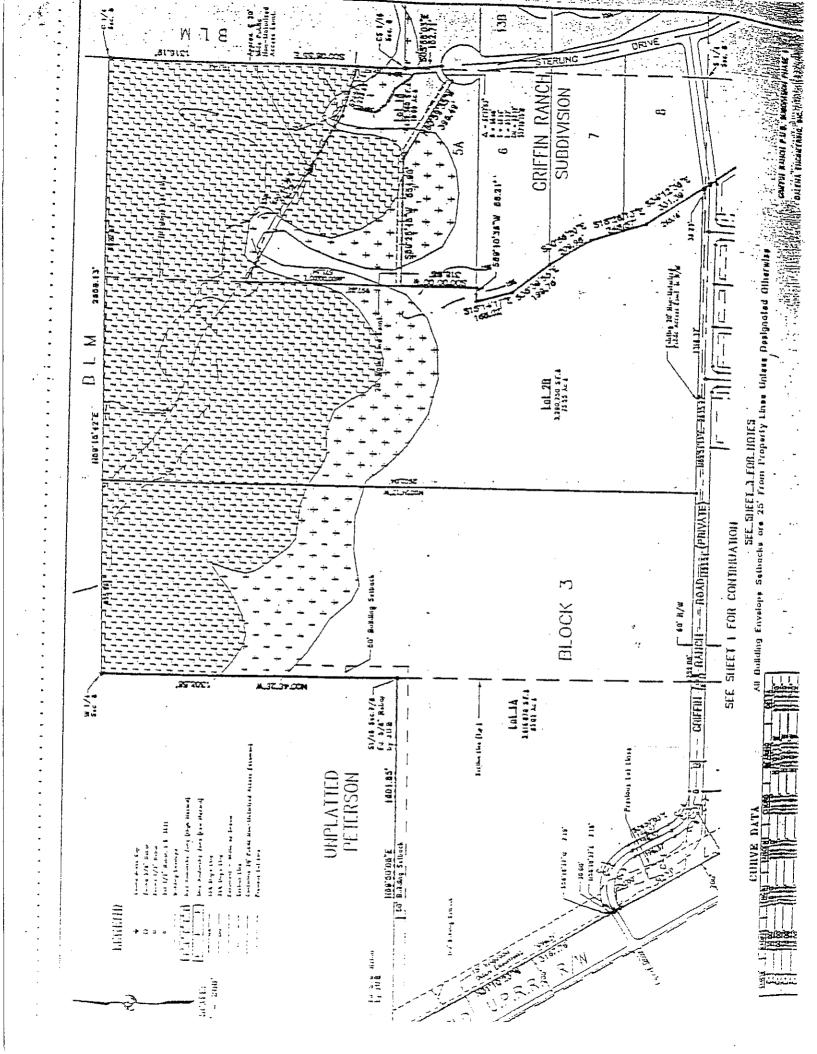


EXHIBIT B

FINAL PLAT OF PHASE 1 OF PUD





NOTES

理解でから

3. 中日本 10.3000米的水的线路的线路

-). All utilities shall be underground.
- A 10' public utility testional is ground by this plat earliese on at his late to lings and adjacent is of lot hisse that had on access road.
-) hallished toll assets are responsible for control of nations were as per stold regulations. Howing and manual removal are recommended.
- 3) At the protection regulements at the Mond filter three for the first while me the Code and the Males County for Institute the Andrews helding, but not finite to water profit, occurs and clear forest fild be compiled with pilor to any combitated continuition in this ended also, improved the this left hyperthans of the energency occupy count, increased out for tributation of the protection and for tributation of the protection places upon completion of each phase.
- At residential or a pricelined structures who be located within designated building investopes as depicted on this plot. He has shot occurs directly only Gillia floors flood.
- Italive regelation should be maddened observe the 25% pipple. For and to the gradest extent possible between the 15% and 25% pipple.
- 8) At new domertic nets in this schalation and he meleted. Domestic read not shot he weed for in-house needs only helpatics water rights, end not domertic mater rights, that he weed for any jowd or after highlatin needs.
- 9) He bedighte construction stopt he offered to the red (high) or there are a workenfur bout. If construction to proposed near these ores, a rid specific story thought he receives y to ensure that there are a new proposed on the red in the second of the second design of the second design of the second design of the second of the red of the property the second of the red of the property the second of the red of t
- (0) Proceeds to 10.4.6(3)3 of the Subadistion Code for Wake Comby, no lot the pacet Heart on Whi felt extent to the 1A and 20, or an ing hard development plan, may be bother published the force of the parcels designated as epin space, or for any other use, may be modified.
- (1) The owner(a) of any toll or preced degree to makelole the fire protection existing chiefd year-round access to the hydronia for any fixe protection hards in this seed of the county and to protect the system from freeching.

- 12) He sign or physical impediates that he wanted that model exhibit or hills public access easements designated on this plat.
- 43) All surface diabings wholl be accommodated by mobiliables policed distinct possible or by providing otherwise diabing character distinct surface support off.
- (4) As an extra rough state, it is the regionalities of private tondomics as public locate and liverback orthodised to grave on extra rough both or public locat.
- 15) For the purpose of a fallic enlayation, the height of forces with high submissions what not exceed \$27 and the bottom not ying exceed 10 of his access above the \$25% days the mad, b) on \$2% of the lenting done on the partiers and santherin pagesty have a of \$400. The his exhibition for not apply to correls within the hierby of half-door late, through at the produces they correl statiffe, of donestic pets, hickory cuts, shall be kept hidden, his handle, or leading of the hidden, his handle, or leading of these.
- 16) litt properly is subject to trectorollon of Covenants, Candillons, and Restrictions for Bilth Routh
 1910. Subdivitios, Instrument the subject of the second of Robin Comp. Idea.
 1800 of Chiling tellow the physician water algebra and by the F.Mb. Homesoner a
 Association and opportioned for use on each fat. In the event of a condict, county
 ordinances also passin over these Covenants, Conditions and Restrictions.
- 11) list properly includes and is adjected to active agricultural uses. Resident and precluses should be over that an included practices and livisticity agrating and experience along the dight, and along and may result in dist, advantaged and may result in dist, advantaged and explication of a controlled distinct, appealing, as one and explicitly as used by addition, he reads accessing this properly as used by a controlled and and an and considered religioners.
- (0) A 70 fool wide motorized MW administrative access and necessivated public access reasonate from famoust Road to the MW food with per the method jet of Cliffs Ranch Schaldston with Cliffs Ranch Road and Stating thice.
- 19) Yell lacelless for toly 39-41, 47, 40 and 32-51 are thinked to hant 50' of fat and talk 19-51 to tea 50' of lat as kidicated an life plat.
- 20) For the robbs secreted from the dentity body provided as part of this P.U.O. the consent or day substrained once of early of the entiting water rights on this property agrees not to set or otherwise transfer one of those entitles from this lead without the part content of the Metre Country floor of Country Consentationers.
- 21) Wake Country pursuant to the provisions of Idaho Code Ch. 87-8701 et. seq. may be prove thopact feet on the awards) of any lot althin that PUB. Theorem because propuents actually need by GCA United Hability Company, the country may not import any impact feet for road or recreation related inpacts on the earne(s) of any lot althin this P.O.D.