

456378

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
HUNGRY RIDGE RANCH**

DATED: August 1, 2007.

This declaration is made on the date hereinafter set forth in the County of Idaho, State of Idaho, hereinafter referred to as "said property," more particularly described as follows:

See Exhibit "A" attached hereto and hereby incorporated by this reference.

Now, therefore, declarant hereby declares that all of the said property is and shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth; all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. Said easements, covenants, restrictions, conditions and reservations shall constitute covenants to run with the land and shall be binding upon all persons claiming under than and also that these conditions, covenants, restrictions, easements and reservations shall inure to the benefit of and be limitations upon all future owners of the property, or any interest therein.

ARTICLE I

DEFINITIONS

Whenever used in this Declaration, the following terms shall have the following meanings;

1. "Corporation" or "Association" shall mean Hungry Ridge Ranch Home Owners Association Inc., a non-profit corporation, to be organized under the laws of the State of Idaho, and its successors and assigns.
2. "Said property" shall mean and refer to that certain real property herein described and such additions thereto as may hereafter be brought within the jurisdiction of the Corporation.
3. "Common Area" shall mean all real property, including easements, and appurtenances thereto, now or hereafter owned by the Corporation for the common use and enjoyment of the stockholders of the corporation. The Common Area to be owned by the Corporation upon its incorporation shall include the road easement from terminus of the U.S.F.S. road to the property described in Exhibit "A" and all the property described as follows:

See Exhibit "B" attached hereto and hereby incorporated by this reference.

4. "Declarant" shall mean Black Swan Development, LLC.

DECLARATION
08/01/07

1

Instrument # 456378

IDAHO COUNTY, IDAHO,

2007-08-01

02:10:29 No. of Pages: 51

Recorded for : GREG FITZMAURICE - CHG

ROSE E. GEHRING

Fee: 153.00

Ex-Officio Recorder Deputy

Margie Gortsema

5. "Lot" shall mean and refer to any lot or parcel of land described in Exhibit "C" attached hereto and hereby incorporated by this reference, and depicted in Exhibit "D" attached hereto and hereby incorporated by this reference, with the exception of Common Area.
6. "Stockholder" shall mean and refer to every person or entity who holds stock in the Corporation.
7. "Owner" shall mean and refer to the record owner of a fee simple title to any lot which is part of said property.
8. "Mortgage" shall mean and refer to any mortgage or deed of trust, and "Mortgages" shall refer to the mortgagee, or beneficiary under a deed of trust.

ARTICLE II

STOCKHOLDER QUALIFICATIONS

Every person or entity who is a record owner or a fee or undivided fee interest in any Lot thereon located within said property shall be stockholders. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Stock ownership shall be appurtenant to and may not be separated from ownership of any such Lot subject to assessment by the Corporation. Such ownership shall be the sole qualification for becoming a stockholder, and shall automatically commence upon a person becoming such owner, and said property shall terminate or be transferred. The Corporation shall maintain a stockholder list and may require written proof of any stockholders Lot ownership interest.

ARTICLE III.

VOTING RIGHTS

The Corporation shall have two class of voting stock with the voting rights defined by the corporation's Articles of Incorporation.

ARTICLE IV

PROPERTY RIGHTS

1. Common Property Ownership: The Corporation shall own, operate, control and maintain the Common Area. No portion of the Common Area shall be used for trade, business or professional activity. No unsafe or hazardous activity shall be permitted in the Common Area.
2. Stockholders' Easements of Enjoyment: Every stockholder of the Corporation shall have a right and easement of enjoyment in and to the

Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed lot.

3. Delegation of Use: Any stockholder may delegate, in accordance with the rules and regulations adopted by the Corporation, their right or enjoyment to the Common Area and facilities to the members of their family or tenants.

ARTICLE V

MAINTENANCE ASSESSMENT AND MORTGAGE RIGHTS

1. Creation of the Lien and Personal Obligation of Assessments. The declarant, hereby covenants for all of said property; and each owner of any Lot by acceptance of these covenants or by acceptance of a deed, or contract of purchase, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Corporation (1) regular annual or other regular periodic assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments together with such interest and cost of collection shall be a charge on the land and shall be continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time such assessment was levied. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.
2. Purpose of Assessments. The assessments levied by the Corporation shall not be used for any purpose other than promoting the recreation, health, safety and welfare of the residents in said property and in particular for the improvement and maintenance of said property, any Common Area, the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of any structures situated upon said property and including the payment of taxes and insurance on all or any part of said property. Subject to the above provisions the Corporation shall determine the use of assessment proceeds.
3. Basis and Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum regular assessment shall be \$400.00 per year lawful money of the United States of America, for each lot or dwelling unit subject thereto.

A. From and after January 1 of the year immediately following and conveyance of the first Lot to an owner, the maximum monthly assessment may be changed by a vote of the stockholders, provided that any such change shall be approved by the affirmative vote of not less than two-thirds (2/3) of the votes of stockholders who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all stockholders not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

B. In addition to the regular assessments authorized above, the Corporation may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided the assent of a two-thirds (2/3) majority of the complete votes represented by those stockholders who are voting in person or by proxy at the meeting duly called for this purpose is obtained, written notice of which shall be sent to all stockholders not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

- 4 Uniform Rate of Assessment. Both regular assessments or any special assessments must be fixed at a uniform rate for all lots, and may be collected on any annual, quarterly, or monthly basis in the discretion of the Corporation; except that assessments may be levied applicable to some Lots only, with prior consent by the owners of such Lots, if such procedure is considered equitable in the discretion of the Board in order to construct facilities to be available only to the stockholders desiring to pay for the cost thereof.
- 5 Quorum For Any Action Authorized Under Section 3. At the first meeting called, as proved in Section 3 hereof, the presence at the meeting of stockholders or of proxies to cast sixty percent (60%) of all votes of the stockholders shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set for in Section 3(a) and the required quorum at such subsequent meeting shall be two-thirds (2/3) of the votes of stockholders who are voting in person or by proxy at such meeting. No subsequent meeting shall be held more than sixty (60) days following the date of the meeting at which no quorum was forthcoming.
- 6 Date of Commencement of Annual Assessments. All Lots shall be subject to the annual or monthly assessments proved for herein on the first day of the

month following the date the Common Area is conveyed to the Corporation. The Board of Directors may thereafter fix a different amount of assessment provided this is done at least thirty (30) days prior to the effective date of such assessment. Written notice of the new assessment shall be provided by the Board of Directors. The Corporation shall, upon demand at any reasonable time, furnish a certificate in writing signed by an officer of the Corporation setting forth whether the assessments on a particular Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

- 7 Effect of Nonpayment of Assessments. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum. The Secretary of said Corporation shall file in the office of the County Recorder, Idaho County, Idaho a lien reflecting the amount of any such charges or assessments, together with interest, as aforesaid, which have become delinquent with respect to any Lot on said property, and upon payment in full thereof, shall execute and file a proper release of the lien releasing the same. The aggregate amount of such assessments, together with interest, costs and expenses and a reasonable attorneys' fee for the filing and enforcement thereof, shall constitute a lien on the whole Lot (including any improvement located thereon), with respect to which it is filed from the date the lien is filed in the office of said county Recorder for Idaho County, Idaho until the same has been paid or released as herein provided. Such lien may be enforced by said Corporation in the manner provided by law with respect to liens upon real property. The owner of said property at the time said assessment is levied shall be personally liable for the expenses, costs and disbursements, including attorneys' fees of the Declarant or of the Corporation, as the case may be, of processing and if necessary, enforcing such liens, all of which expense, costs and disbursements and attorneys' fees shall be secured by said lien, including all aforementioned expenses, costs, disbursements and fees on appeal, and such owner at the time such assessments levied, shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.
- 8 Subordination of the Lien of Mortgages. The lien of the assessments provided for herein shall be inferior, junior and subordinate to the lien of all mortgages and trust deeds now or hereafter placed upon said property or any part thereof. The sale or transfer of any Lot or any other part of said property shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a judgment or decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof

which becomes due prior to such sale or transfer; and such lien shall attach to the net proceeds of sale, if any, remaining after such mortgages and other prior liens and charges have been satisfied. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien of the same.

- 9 Exempt property. The following property subject to this declaration shall be exempt from the assessments created herein;
- A. all properties expressly dedicated to and accepted by a local public authority;
 - B. any Common Areas;
 - C. all other properties owned by the Corporation; and
 - D. property owned by the Declarant prior to the time a dwelling unit or other building is constructed thereon and occupied.
- 10 Notice to Mortgagees. The Corporation shall give to the mortgagee of any recorded mortgage, which as furnished to the Corporation its name and current address, written notification of any default by the mortgagor or performance with respect to such mortgagor's obligations under this declaration, by-laws of the Corporation or any duly adopted rules or regulation of the Corporation as least ten (10) days prior to the filing of suit by the Corporation to enforce those remedies with respect to such default.
- 11 Mortgagee's Approval. The Corporation shall not undertake or cause to be undertaken the following acts without the prior written consent of seventy-five (75) percent of the first mortgages (based upon one vote for each mortgage,) if such acts would materially lessen the security of such mortgages:
- A. Abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by the Corporation, except that the granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Corporation shall be permitted;
 - B. Change the method of determining the obligations, assessments, dues or other charges which may be levied against an owner;
 - C. Change, waive or abandon any scheme or regulations or enforcement thereof, pertaining to architectural design, appearance of maintenance of structures or improvements located on the properties; and,
 - D. Use hazard insurance proceeds for losses to any common area improvements for other than the repair, replacement or reconstruction of such improvements.

- 12 Corporation Budget. The Corporation shall prepare an annual budget which shall indicate anticipated managements operating, maintenance, repair and other common expenses for the Corporation's next fiscal year and which shall be sufficient to pay all estimated expenses and outlays of the Corporation for the next calendar year growing out of or in connection with the maintenance and operation of the Common Area and improvements and may include, among other things the cost of exterior maintenance, management, special assessments, fire, casualty and public liability insurance, common lighting, landscaping and care of grounds, repair, renovations and paintings, to Common Areas, snow removal, wages, water charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Corporation under or by reason of this declaration, the payment of any deficit remaining from a previous period, and the creation of any reasonable contingency or other reserve or surplus fund, as well as all costs and expenses relating to the Common Area and improvements.
- 13 Repairs. If any of the improvements within the Common Area or the underlying sewer lines, water lines or electrical lines are damaged or destroyed, the stockholders shall determine whether to rebuild, repair, restore, or otherwise take action with regard to such damage or destruction which action shall be at the sole costs of the Corporation.
- 14 Declarant's Payment of Annual Assessment. Declarant agrees that for the period of July 30, 2007 to July 1, 2008, Declarant shall pay or discharge the assessments for each Lot by either payment of the assessment or by payment of all costs chargeable against the assessment. Declarants obligation after July 1, 2008, shall be as provided for in the previous sections.

ARTICLE VI

PROPERTY USES

The following restrictions shall apply to each lot described herein:

1. The said property shall be used exclusively for single family residential purposes only, which shall include recreational, agricultural or limited commercial uses incidental to the single family residential use.
2. Said property shall not be used in any manner so as to constitute a nuisance or so as to materially affect the quiet enjoyment of owners of property benefited by these covenants.
3. Said property owners shall not cause, permit or suffer refuse, junk, solid or liquid waste, garbage, animal waste, sewage or other materials to accumulate or become a nuisance on the said property, or engage in, permit or suffer activities on the subject premises which create obnoxious odors to emanate therefrom. The

said property, or any part thereof, shall not be used as a dump ground or disposal pit.

4. Said property owners shall not operate any commercial enterprise on or from the subject parcel, provided, however, that "cottage" or "in home" business may be conducted therefrom so long as a) the activity is incidental to use of the said property as a single family residence; and b) the activity does not unreasonably increase the traffic, noise, dust or other potentially offensive condition as a result of the activity, and c) no signs or other display advertising is used, and d) the activity does not otherwise adversely affect the aesthetics and appearance of the said property or other parcels benefited by these covenants.

5. Said property owners shall not split or subdivide any individual parcel or lot of the said property as depicted in said survey referred to above, by sale, gift or otherwise, and any conveyance of the said property shall be as a single parcel and convey all the parcel as above-described.

6. No livestock, with the exception of horses, shall be kept on the said property. All other animals may be permitted on the premises but their maintenance and care shall be of a level such as to not create a nuisance. All animals, other than household pets, shall be fenced within the said property. Animals shall not be permitted to run at large off the subject premises.

ARTICLE VII.

BUILDINGS AND IMPROVEMENTS

The following restrictions shall apply to each lot described herein:

1. No more than one (1) single family dwelling may be constructed, placed or maintained on the said property. All dwellings must be of on site frame construction or similar quality materials. All roofing and siding materials shall be of neutral colors consistent with the general aesthetics of comparable single family dwellings in the vicinity.

2. No mobile homes, trailers or manufactured or modular homes shall be permitted to be placed on the said property for purposes of occupancy on the said property. Said property owners may reside temporarily, not to exceed a six month period, in a trailer on the said property during construction of a permanent single family dwelling on the subject parcel. Recreational camping vehicles shall be permitted to be placed temporarily on the subject property so long as they are removed no later than December 1 of each year and not thereafter placed back on the property until April 15 of each year.

3. No more than two (2) outbuildings (unconnected to the single family dwelling by a common foundation or roof line) shall be constructed, placed or maintained

on the said property. All outbuildings shall be constructed of similar materials as the single family dwelling and the exterior appearance and design shall be consistent with the single family dwelling.

4. No building or structure shall be erected, placed or maintained on the premises within fifty (50) feet of any property line of the said property, or in such a manner as to restrict or materially interfere with the use, enjoyment, or view of any property benefited by these covenants.

5. Any septic tank placed on the said property shall be of a tank and tile line design, and shall be placed and constructed in compliance with all local and state codes pertaining to septic systems.

6. Said property owners shall maintain the said property, and the exteriors of all buildings and improvements thereon, in good and sanitary condition, and cause all reasonably apparent affects of damage or deterioration to be repaired.

7. No exterior signs, billboards or advertising devices of any character shall be constructed, placed or maintained on the said property excepting for:

- a. Identification of the occupant and address of the property; or
- b. No trespassing signs or signs that warn of other rules or of hazardous conditions; or
- c. Signs as may be required by local, state or federal law; or
- d. Signs to advertise the subject parcel for sale of a reasonable size and design, not to exceed 4' x 8' in total surface area.

ARTICLE VIII.

MAINTENANCE AND INSURANCE

1. Maintenance of Common Area. The Corporation shall maintain or provide for the maintenance of the Common Areas, including the roadways and airstrip.
2. Insurance. The Corporation shall obtain insurance covering all of the Common Areas, roadways and airstrip.

ARTICLE IX

CORPORATION

The Corporation shall perform each and every duty required of it by this declaration; and, Corporation shall have the duty to enforce the provisions of this declaration; and, Corporation shall have the authority and duty to pay all taxes and assessments against the Common Area; and, Corporation may construct, improve, repair and reconstruct any and all improvements on the Common Area; and, Corporation will prepare and distribute financial statements, reports and copies of the governing instruments in accordance with applicable laws; and Corporation shall maintain reserve accounts in amounts to be determined by the Board acting prudently.

ARTICLE X

TERM; AMENDMENTS; TERMINATION

- 1 TERM; METHOD OF TERMINATION. This declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force or effect for a term of fifty (50) years from July 30, 2007 (which term expires July 29, 2057). The provisions of Article VI (5) shall not terminate and shall remain in perpetuity. From and after said date, this declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this declaration by ninety percent (90%) of the eligible voting membership at an election held for such purpose within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension. The declaration may be terminated at any time if ninety percent (90%) of the eligible voting membership votes in favor of termination at an election held for such purpose. If the necessary votes and consents are obtained, the Board shall cause to be recorded with the County Recorder of Idaho County, Idaho, a Certificate of Termination, duly signed by the President or Vice President and attested by the Secretary of the Corporation, with their signatures acknowledged. Thereupon these covenants shall have no further force or effect, and the Corporation shall be dissolved pursuant to the terms set forth in its Articles.

- 2 AMENDMENTS. This declaration may be amended by obtaining approval of fifty-one percent (51%) of the total voting power of the Corporation, with the exception of Article VI (5) which shall not be subject to amendment. Any amendment pursuant to this Section shall be recorded with the County Recorder of Idaho County, Idaho, along with a Certificate of Amendment, duly signed and acknowledged. The Certificate of Amendment shall set forth in full the amendment adopted, and, except as provided in Section 3 below, shall certify that at an election duly called and held pursuant to the provisions of the Articles and bylaws, the voting membership casting the required percentages of the total voting power of the Corporation voted affirmatively for the adoption of the amendment. Notwithstanding the foregoing provisions, the percentage of the

voting power necessary to amend a specific clause or provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause.

ARTICLE XI

MISCELLANEOUS

- 1 INTERPRETATION OF THE COVENANTS. Except for judicial construction, the Corporation, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Corporation's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the covenants and provision hereof.
- 2 SEVERABILITY. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.
- 3 RULES AND REGULATIONS. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this declaration, the Corporation shall have the right to adopt rules and regulations with respect to all other aspects of the Corporation's rights, activities and duties, provided said rules and regulations are not inconsistent with the provisions of this declaration.
- 4 REFERENCES TO THE COVENANTS IN DEEDS. Deeds to and instruments affecting any Lot or parcel may contain the covenants herein set forth by reference to this declaration; but regardless of whether any such reference is made in any deed or instrument, each and all of the covenants shall be binding upon the grantee-owner or other person claiming through any instrument and his heirs, executors, administrators, successors and assigns.
- 5 GENDER AND NUMBER. Wherever the context of this declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.
- 6 CAPTIONS AND TITLES. All captions, titles or headings of the Articles and Sections in this declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.
- 7 NOTICES. Unless written notice of any action or proposed action is required by virtue of this declaration, the articles or bylaws, notice of any action or proposed action by the Board or any committee or of any meeting to be given to any owner, occupant or resident shall be deemed satisfied if notice of such action or meeting

EXHIBIT "A"

HES No. 219 embracing a portion of approximately Sections 2, 10 and 11, Township 28 North, Range 4 East, B.M., more particularly bounded and described as beginning at corner No. 1 from which the South quarter corner to Section 35, Township 29 North, Range 4 East, B.M., bears N.4°41'13"E., 76.37 chains distance;

Thence S.78°59'E., 10.49 chains;

Thence N. 89°38'E., 4.19 chains;

Thence S.32°31'W., 77.14 chains;

Thence N.56°44'W., 41.12 chains;

Thence N.35°11'E., 15.04 chains;

Thence S.51°58'E., 20.76 chains;

Thence N.36°01'E., 26.84 chains;

Thence N.41°38'E., 31.05 chains to corner No. 1, the place of beginning.

Less a tract of land located in unsurveyed Section 2 and 11, Township 28 North, Range 4 East, Boise Meridian and more particularly in Homestead Entry Survey No. 219, Idaho County, Idaho, and more particularly described as beginning at Corner No. 4 of said H.E.S. No. 219;

Thence N. 32°31'00"E., 5087.95 feet to Corner No. 3 of H.E.S. No. 219, the basis of bearing and True Point of Beginning;

Thence S.89°22'00"W., 235.70 feet on the line between Corner 3 and Corner 2 of said H.E.S. No. 219 to a monument on the Southeasterly edge of a road;

Thence along said road edge S.37°33'20"W., 246.72 feet to a monument;

Thence S.49°19'16"W., 212.57 feet to a monument;

Thence S.74°41'55"W., 304.35 feet to a monument;

Thence S.86°40'26"W., 175.20 feet to a monument;

Thence leaving said road S.00°57'17"W., 419.39 feet to a monument;

Thence S.32°31'00"W., 561.18 feet to a monument;

Thence S.40°03'29"E., 426.930 feet to a monument located on the line between Corners 3 and 4 of said H.E.S. No. 219;

Thence N.32°31'00"E., 1952.650 feet along said line to Corner 3 of H.E.S. No. 219 the Place of Beginning.

All monuments are 5/8" diameter by 18" long steel pins. All H.E.S. corners are original stones or a 3" diameter brass cap on a 3" diameter by 30" long galvanized iron pipe.

HES No. 471 embracing a portion of approximately Section 3 and 10, Township 28 North, Range 4 East, B.M., more particularly bounded and described as beginning at corner No. 1, from which the South corner to Sections 34 and 35, Township 29 North, Range 4 East, B.M., bears N.28°13'E., 53.24 chains distance;

Thence S.5°51'E., 61.59 chains;

Thence S.35°13'W., 15.03 chains;

Thence N.54°47'W., 17.27 chains;

Thence N.6°20'W., 61.39 chains;

Thence N.83°39'E., 23.48 chains to corner No. 1, the Place of Beginning.

DECLARATION
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HES No. 472 embracing a portion of approximately Sections 2, 3, 10 and 11, Township 28 North, Range 4 East, B.M., more particularly bounded and described as beginning at corner No. 1 from which the South quarter corner of Section 35; Township 29 North, Range 4 East, B.M., bears N.4°41'E., 76.35 chains distance;
Thence S.41°38'W., 31.05 chains;
Thence S.36°01'W., 26.84 chains;
Thence N.51°58'W., 20.76 chains;
Thence N.5°51'W., 33.05 chains;
Thence S.89°08'E., 56.14 chains to corner No. 1, the place of beginning.

DECLARATION
08/01/07

 *Skinner Land
Survey Co. Inc.*
312 W. South St.
Grangeville, ID 83530
(208) 983-2517
Fax (208) 983-1279
greg@skinnerlandsurvey.com

Greg L. Skinner, PLS

EXHIBIT B

July 30, 2007

Description for
Bennett Forest Industries (Hungry Ridge)
Job No. APG0307

Common Area

This parcel is a portion of H.E.S. No. 219 and of H.E.S. No. 472, lying in unsurveyed Sections 10 (PB 44) and 11 (PB 45) of Township 28 North, Range 4 East of the Boise Meridian, Idaho County, Idaho and being more particularly described as follows:

COMMENCING at Corner No. 5 of said H.E.S. No. 472, a found brass cap monument;

thence South $89^{\circ} 16' 06''$ East along the north boundary of said H.E.S. No. 472 a distance of 615.15 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South $0^{\circ} 01' 25''$ East a distance of 1870.07 feet to the **TRUE POINT OF BEGINNING**, a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South $69^{\circ} 57' 50''$ East a distance of 147.92 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North $38^{\circ} 29' 53''$ East a distance of 817.40 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South $53^{\circ} 38' 48''$ East a distance of 134.09 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South $36^{\circ} 45' 32''$ West a distance of 842.31 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South $45^{\circ} 08' 54''$ West a distance of 211.18 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South $34^{\circ} 52' 15''$ West a distance of 178.05 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South $38^{\circ} 01' 12''$ West a distance of 481.11 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;


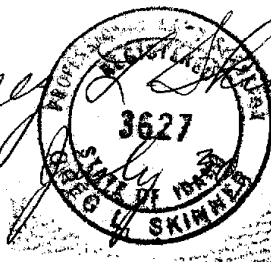

 2007

EXHIBIT B

Bennett legal description
Common area, Page 2 of 2

thence South 28° 12' 42" West a distance of 574.72 feet to a point on the southwesterly boundary of said H.E.S. No. 219, a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

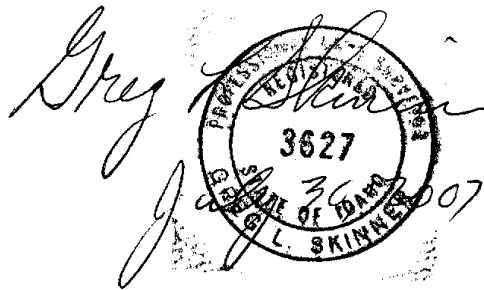
thence North 56° 48' 30" West along said southwesterly boundary a distance of 176.55 feet to a found aluminum cap monument;

thence North 56° 53' 06" West continuing along said boundary a distance of 83.83 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North 38° 01' 03" East a distance of 547.65 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North 18° 09' 38" East a distance of 879.27 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South 69° 57' 50" East a distance of 185.68 feet to the **TRUE POINT OF BEGINNING**, containing 12.03 acres, more or less.





Skinner Land
Survey Co. Inc.

312 W. South St.
Grangeville, ID 83530
(208) 983-2517
Fax (208) 983-1279
greg@skinnerlandsurvey.com

Greg L. Skinner, PLS

EXHIBIT B

July 30, 2007

Description for
Bennett Forest Industries (Hungry Ridge)
Job No. APG0307

Main Road Easement (centerline of 50.00 foot right-of-way)

This easement is situated in H.E.S. No. 219, H.E.S. No. 471 and H.E.S. No. 472, lying in unsurveyed Sections 3, 10 and 11 (PB 39, PB 44 and PB 45) of Township 28 North, Range 4 East of the Boise Meridian, Idaho County, Idaho and the centerline is more particularly described as follows:

COMMENCING at Corner No. 3 of said H.E.S. No. 219, a found brass cap monument;

thence South 32° 33' 17" West along the easterly boundary of said H.E.S. No. 219 a distance of 2064.86 feet to the southeast corner of Tax Lot 27, a found 5/8 inch diameter rebar;

thence North 57° 29' 33" West along the boundary of said Tax Lot 27 a distance of 1034.43 feet to the **TRUE POINT OF BEGINNING** for said easement centerline;

thence traversing the following courses along said centerline:

Southwesterly 682.31 feet along the arc of a curve to the right having a central angle of 34° 08' 09", a radius of 1145.23 feet and a long chord which bears South 64° 46' 53" West a distance of 672.26 feet;

South 81° 50' 58" West a distance of 437.44 feet;

Southwesterly 404.25 feet along the arc of a curve to the left having a central angle of 24° 19' 47", a radius of 952.00 feet and a long chord which bears South 69° 41' 04" West a distance of 401.22 feet;

South 57° 31' 11" West a distance of 293.89 feet;

South 34° 24' 57" West a distance of 177.42 feet;

South 69° 59' 52" West a distance of 319.97 feet;

Greg L. Skinner
PROFESSIONAL LAND SURVEYOR
3627
JUL 30 2007
OFFICE OF RECORDS
GREG L. SKINNER

EXHIBIT B

Bennett legal description
Main Road Easement, Page 2 of 3

South 37° 35' 54" West a distance of 490.55 feet;

Northwesterly 196.16 feet along the arc of a curve to the right having a central angle of 160° 33' 44", a radius of 70.00 feet and a long chord which bears North 62° 07' 14" West a distance of 137.99 feet;

North 18° 09' 38" East a distance of 555.02 feet;

North 41° 48' 37" West a distance of 99.31 feet;

Northwesterly 160.89 feet along the arc of a curve to the left having a central angle of 24° 31' 01", a radius of 376.00 feet and a long chord which bears North 54° 04' 08" West a distance of 159.67 feet;

North 66° 19' 39" West a distance of 132.79 feet;

Northwesterly 249.51 feet along the arc of a curve to the right having a central angle of 70° 25' 27", a radius of 203.00 feet and a long chord which bears North 31° 06' 55" West a distance of 234.10 feet;

North 4° 05' 48" East a distance of 152.80 feet;

Northwesterly 189.26 feet along the arc of a curve to the left having a central angle of 79° 43' 58", a radius of 136.00 feet and a long chord which bears North 35° 46' 11" West a distance of 174.35 feet;

North 75° 38' 10" West a distance of 297.67 feet;

Northwesterly 89.31 feet along the arc of a curve to the right having a central angle of 65° 36' 21", a radius of 78.00 feet and a long chord which bears North 42° 49' 59" West a distance of 84.51 feet;

North 10° 01' 49" West a distance of 112.40 feet;

North 36° 09' 51" West a distance of 375.17 feet;

North 67° 38' 06" West a distance of 174.07 feet;



Bennett legal description
Main Road Easement, Page 3 of 3

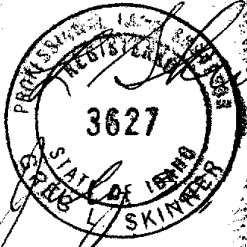
Northwesterly 216.95 feet along the arc of a curve to the right having a central angle of $40^{\circ} 29' 24''$, a radius of 307.00 feet and a long chord which bears North $31^{\circ} 43' 31''$ West a distance of 212.47 feet;

Northwesterly 269.74 feet along the arc of a curve to the left having a central angle of $52^{\circ} 55' 39''$, a radius of 292.00 feet and a long chord which bears North $38^{\circ} 08' 42''$ West a distance of 260.25 feet;

Northwesterly 110.22 feet along the arc of a curve to the right having a central angle of $65^{\circ} 47' 06''$, a radius of 96.00 feet and a long chord which bears North $32^{\circ} 57' 48''$ West a distance of 104.27 feet;

Northwesterly 173.01 feet along the arc of a curve to the left having a central angle of $27^{\circ} 32' 09''$, a radius of 360.00 feet and a long chord which bears North $26^{\circ} 55' 01''$ West a distance of 171.35 feet;

Northwesterly 150.14 feet along the arc of a curve to the left having a central angle of $27^{\circ} 55' 40''$, a radius of 308.00 feet and a long chord which bears North $35^{\circ} 12' 48''$ West a distance of 148.66 feet to the **POINT OF TERMINUS** for said easement centerline.

Greg Skinner

2007

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greg@skinnerlandsurvey.com

Greg L. Skinner, PLS

EXHIBIT B

July 30, 2007

Description for
Bennett Forest Industries (Hungry Ridge)
Job No. APG0307

Spur Road 1

This road easement lies in H.E.S. No. 472 in unsurveyed Section 11 (PB 45) of Township 28 North, Range 4 East of the Boise Meridian, Idaho County, Idaho and the centerline of which is more particularly described as follows:

COMMENCING at Corner No. 1 of H.E.S. No. 472 (also being Corner No. 1 of H.E.S. No. 219), a found brass cap monument;

thence South 41° 41' 15" West along the boundary between H.E.S. No. 219 and H.E.S. No. 472 a distance of 1407.26 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South 89° 59' 58" West a distance of 969.39 feet to the **TRUE POINT OF BEGINNING** for said centerline;

thence South 32° 42' 03" West a distance of 27.74 feet;

thence South 16° 39' 56" East a distance of 43.79 feet;

thence South 65° 10' 21" East a distance of 61.96 feet;

thence South 47° 41' 38" East a distance of 116.20 feet;

thence South 20° 52' 30" East a distance of 84.52 feet;

thence South 30° 55' 36" East a distance of 43.15 feet;

thence South 25° 25' 56" East a distance of 121.99 feet;

thence South 14° 49' 31" East a distance of 157.36 feet to a point in the centerline of an existing access road, said point being the **POINT OF TERMINUS** for said easement centerline.



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Greg L. Skinner, PLS

EXHIBIT B

July 30, 2007

Description for
Bennett Forest Industries (Hungry Ridge)
Job No. APG0307

Spur Road 2

This road easement is situated in H.E.S. No. 471 and H.E.S. No. 472 lying in unsurveyed Section 10 (PB 44) of Township 28 North, Range 4 East of the Boise Meridian, Idaho County, Idaho and the centerline of which is more particularly described as follows:

COMMENCING at Corner No. 5 of said H.E.S. No. 472, a found brass cap monument;

thence South $89^{\circ} 16' 06''$ East along the north boundary of said H.E.S. No. 472 a distance of 615.15 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South $0^{\circ} 01' 25''$ East a distance of 1090.72 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

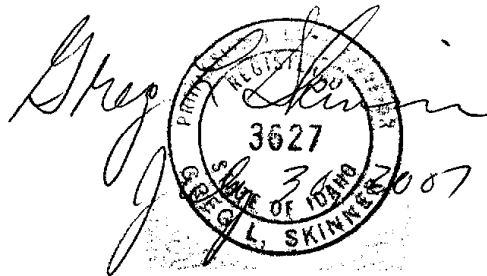
thence South $89^{\circ} 59' 58''$ West a distance of 143.68 feet to the **TRUE POINT OF BEGINNING** for said centerline;

thence South $65^{\circ} 06' 26''$ West a distance of 211.05 feet;

thence South $35^{\circ} 01' 54''$ West a distance of 126.88 feet;

thence South $46^{\circ} 29' 47''$ West a distance of 173.03 feet;

thence South $40^{\circ} 23' 47''$ West a distance of 196.79 feet to a point in the centerline of an existing access road, said point being the **POINT OF TERMINUS** for said easement centerline.


A circular professional seal for Greg L. Skinner, PLS, State of Idaho, License No. 3627, dated 3/2007. The seal is stamped over the signature.

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Greg L. Skinner, PLS

EXHIBIT B

July 30, 2007

Description for
Bennett Forest Industries (Hungry Ridge)
Job No. APG0307

Spur Road 3

This road easement is situated in H.E.S. No. 471, lying in unsurveyed Section 3 (PB 39) of Township 28 North, Range 4 East of the Boise Meridian, Idaho County, Idaho and its centerline is more particularly described as follows:

COMMENCING at Corner No. 1 of said H.E.S. No. 471, a found brass cap monument;

thence South 5° 23' 02" East along the easterly boundary of said H.E.S. No. 471 a distance of 1862.64 feet to Corner No. 5 of H.E.S. No. 472, a found brass cap monument;

thence South 89° 16' 06" East along the north boundary of said H.E.S. No. 472 a distance of 615.15 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South 0° 01' 25" East a distance of 1090.72 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South 89° 59' 58" West a distance of 1123.01 feet to a point at the junction of two existing access roads witnessed by a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627 bearing North 89° 59' 58" East a distance of 30.00 feet; said point is the **TRUE POINT OF BEGINNING** for said centerline;

thence traversing the following courses:

North 6° 07' 02" East a distance of 123.07 feet;

Northeasterly 114.89 feet along the arc of a curve to the right having a central angle of 69° 17' 24", a radius of 95.00 feet and a long chord which bears North 11° 14' 58" East a distance of 108.01 feet;

North 48° 11' 06" East a distance of 59.63 feet;

Northeasterly 187.84 feet along the arc of a curve to the left having a central angle of 14° 54' 22", a radius of 722.00 feet and a long chord which bears North 36° 35' 21" East a


A circular professional seal for Greg L. Skinner, a Licensed Professional Surveyor in Idaho. The seal contains the text: "GREG L. SKINNER", "LICENSED PROFESSIONAL SURVEYOR", "STATE OF IDAHO", and the license number "3627". The date "JULY 30 2007" is stamped across the seal.

Bennett legal description
Spur Road 3, Page 2 of 2

distance of 187.31 feet;

North 25° 21' 25" East a distance of 178.95 feet;

North 34° 21' 31" East a distance of 178.32 feet;

North 20° 36' 36" East a distance of 219.93 feet;

North 12° 58' 17" East a distance of 184.29 feet;

North 1° 54' 19" East a distance of 72.09 feet;

North 17° 15' 16" West a distance of 97.48 feet;

Northwesterly 151.87 feet along the arc of a curve to the left having a central angle of 51° 29' 14", a radius of 169.00 feet and a long chord which bears North 24° 26' 59" West a distance of 146.81 feet;

North 39° 57' 28" West a distance of 51.83 feet;

North 37° 08' 02" West a distance of 52.47 feet;

Northeasterly 105.81 feet along the arc of a curve to the right having a central angle of 37° 39' 24", a radius of 161.00 feet and a long chord which bears North 0° 53' 47" East a distance of 103.92 feet;

Northwesterly 107.84 feet along the arc of a curve to the left having a central angle of 50° 38' 49", a radius of 122.00 feet and a long chord which bears North 30° 50' 03" West a distance of 104.37 feet;

North 11° 38' 28" West a distance of 150.90 feet;

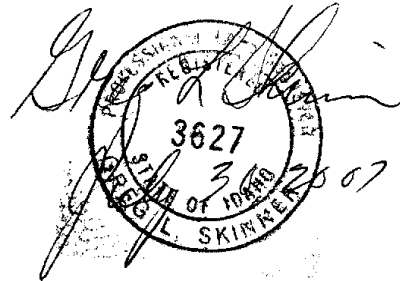
North 11° 50' 49" East a distance of 37.06 feet;

North 51° 28' 05" East a distance of 81.48 feet;

North 20° 34' 18" East a distance of 22.83 feet;

North 22° 01' 32" West a distance of 50.27 feet;

North 28° 02' 07" West a distance of 58.88 feet to the **POINT OF TERMINUS** for said easement centerline.



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Greg L. Skinner, PLS

EXHIBIT C

July 30, 2007

Description for
Bennett Forest Industries (Hungry Ridge)
Job No. APG0307

Parcel 1

This parcel is a portion of H.E.S. No. 219 and H.E.S. No. 472, lying in unsurveyed Section 11 (PB 45) of Township 28 North, Range 4 East of the Boise Meridian, Idaho County, Idaho and being more particularly described as follows:

COMMENCING at Corner No. 3 of said H.E.S. No. 219, a found brass cap monument;

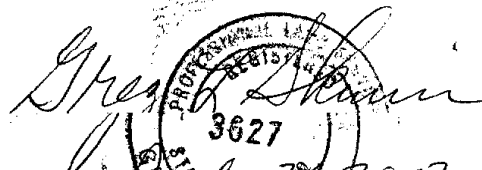
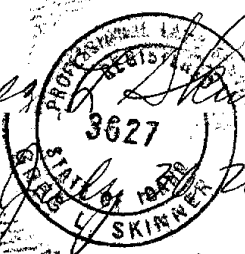
thence South $32^{\circ} 33' 17''$ West along the easterly boundary of said H.E.S. No. 219 a distance of 2064.86 feet to the southeast corner of Tax Lot 27, a found 5/8 inch diameter rebar, said point being the **TRUE POINT OF BEGINNING**;

thence continuing South $32^{\circ} 33' 17''$ West along said easterly boundary a distance of 1244.00 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North $31^{\circ} 36' 33''$ West a distance of 1547.62 feet to a point in the centerline of a road witnessed by a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627 bearing South $31^{\circ} 36' 33''$ East a distance of 25.00 feet;

thence northeasterly 682.31 feet along said road centerline following the arc of a curve to the left having a central angle of $34^{\circ} 08' 09''$, a radius of 1145.23 feet and a long chord which bears North $64^{\circ} 46' 53''$ East a distance of 672.26 feet to a point on the southerly boundary of said Tax Lot 27;

thence South $57^{\circ} 29' 33''$ East along said boundary a distance of 1034.43 feet to the **TRUE POINT OF BEGINNING**, containing 26.12 acres, more or less, and being subject to all easements and rights-of-way of record or implied.

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Greg L. Skinner, PLS

EXHIBIT C

July 30, 2007

Description for
Bennett Forest Industries (Hungry Ridge)
Job No. APG0307

Parcel 2

This parcel is a portion of H.E.S. No. 219 and H.E.S. No. 472, lying in unsurveyed Section 11 (PB 45) of Township 28 North, Range 4 East of the Boise Meridian, Idaho County, Idaho and being more particularly described as follows:

COMMENCING at Corner No. 3 of said H.E.S. No. 219, a found brass cap monument;

thence South $32^{\circ} 33' 17''$ West along the easterly boundary of said H.E.S. No. 219 a distance of 3308.86 feet to the **TRUE POINT OF BEGINNING**, a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;


thence continuing South $32^{\circ} 33' 17''$ West along said easterly boundary a distance of 889.46 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North $27^{\circ} 19' 39''$ West a distance of 1067.12 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North $0^{\circ} 01' 25''$ West a distance of 1097.10 feet to a point in the centerline of a road witnessed by a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627 bearing South $0^{\circ} 01' 25''$ East a distance of 20.00 feet;

thence North $81^{\circ} 50' 58''$ East along said centerline a distance of 159.44 feet to a point witnessed by a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627 bearing South $31^{\circ} 36' 33''$ East a distance of 25.00 feet;

thence South $31^{\circ} 36' 33''$ East a distance of 1547.62 feet to the **TRUE POINT OF BEGINNING**, containing 24.22 acres, more or less, and being subject to all easements and rights-of-way of record or implied.

Greg Skinner
 2007

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Greg L. Skinner, PLS

EXHIBIT C

July 30, 2007

Description for
Bennett Forest Industries (Hungry Ridge)
Job No. APG0307

Parcel 3

This parcel is a portion of H.E.S. No. 219 and H.E.S. No. 472, lying in unsurveyed Section 11 (PB 45) of Township 28 North, Range 4 East of the Boise Meridian, Idaho County, Idaho and being more particularly described as follows:

COMMENCING at Corner No. 3 of said H.E.S. No. 219, a found brass cap monument;

thence South 32° 33' 17" West along the easterly boundary of said H.E.S. No. 219 a distance of 4198.32 feet to the **TRUE POINT OF BEGINNING**, a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence continuing South 32° 33' 17" West along said easterly boundary a distance of 889.46 feet to Corner No. 4 of said H.E.S. No. 219, a found brass cap monument;



thence North 18° 09' 04" West a distance of 2154.97 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North 28° 30' 39" East a distance of 805.36 feet to a point on the centerline of a road witnessed by a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627 bearing South 28° 30' 39" West a distance of 20.00 feet;

thence North 81° 50' 58" East along said centerline a distance of 278.00 feet to a point witnessed by a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627 bearing South 0° 01' 25" East a distance of 20.00 feet;

thence South 0° 01' 25" East a distance of 1097.10 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South 27° 19' 39" East a distance of 1067.12 feet to the **TRUE POINT OF BEGINNING**, containing 32.613 acres, more or less, and being subject to all easements and right-of-way or record or implied.

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Greg L. Skinner, PLS

EXHIBIT C

July 30, 2007

Description for
Bennett Forest Industries (Hungry Ridge)
Job No. APG0307

Parcel 4

This parcel is a portion of H.E.S. No. 219 and H.E.S. No. 472, lying in unsurveyed Section 11 (PB 45) of Township 28 North, Range 4 East of the Boise Meridian, Idaho County, Idaho and being more particularly described as follows:

BEGINNING at Corner No. 4 of said H.E.S. No. 219, a found brass cap monument;

thence North $56^{\circ} 48' 30''$ West along the southwesterly boundary of said H.E.S. No. 219 a distance of 980.15 feet to a $5/8$ x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence leaving said boundary bearing North $18^{\circ} 40' 59''$ West a distance of 1595.21 feet to a $5/8$ x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North $0^{\circ} 01' 25''$ West a distance of 80.20 feet to a $5/8$ x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North $34^{\circ} 52' 15''$ East a distance of 110.33 feet to a point on the centerline of an existing access road, witnessed by a $5/8$ x 30 inch rebar set with a plastic cap stamped L. S. 3627 bearing South $34^{\circ} 52' 15''$ West a distance of 25.00 feet;

thence traversing the centerline of said road as follows:

North $69^{\circ} 59' 52''$ East a distance of 273.31 feet;

North $34^{\circ} 24' 57''$ East a distance of 177.42 feet;

North $57^{\circ} 31' 11''$ East a distance of 293.89 feet;

Northeasterly 404.25 feet along the arc of a curve to the right having a central angle of $24^{\circ} 19' 47''$, a radius of 952.00 feet and a long chord which bears North $69^{\circ} 41' 04''$ East a distance of 401.22 feet to a point witnessed by a $5/8$ x 30 inch rebar set with a plastic cap stamped L. S. 3627 bearing South $28^{\circ} 30' 39''$ West a distance of 20.00 feet;

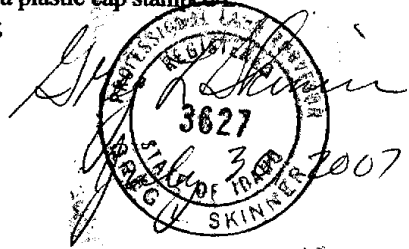


EXHIBIT C

Bennett legal description
Parcel 4, Page 2 of 2

thence South 28° 30' 39" West a distance of 805.36 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South 18° 09' 04" East a distance of 2154.97 feet to the **POINT OF BEGINNING**, containing 34.08 acres, more or less.





Greg L. Skinner, PLS

EXHIBIT C

July 30, 2007

Description for
Bennett Forest Industries (Hungry Ridge)
Job No. APG0307

Parcel 5

This parcel is a portion of H.E.S. No. 219 and H.E.S. No. 472, lying in unsurveyed Section 10 (PB 44) and Section 11 (PB 45) of Township 28 North, Range 4 East of the Boise Meridian, Idaho County, Idaho and being more particularly described as follows:

COMMENCING at Corner No. 4 of said H.E.S. No. 219, a found brass cap monument;

thence North $56^{\circ} 48' 30''$ West along the southwesterly boundary of said H.E.S. No. 219 a distance of 980.15 feet to the **TRUE POINT OF BEGINNING**, a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence continuing North $56^{\circ} 48' 30''$ West along said boundary a distance of 1289.43 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence leaving said boundary bearing North $28^{\circ} 12' 42''$ East a distance of 574.72 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North $38^{\circ} 01' 12''$ East a distance of 481.11 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South $0^{\circ} 01' 25''$ East a distance of 80.20 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South $18^{\circ} 40' 59''$ East a distance of 1595.21 feet to the **TRUE POINT OF BEGINNING**, containing 15.64 acres, more or less, and being subject to all easements and rights-of-way of record or implied.

Greg L. Skinner
3627
FILED
L. SKINNER, 2007

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Greg L. Skinner, PLS

EXHIBIT C

July 30, 2007

Description for
Bennett Forest Industries (Hungry Ridge)
Job No. APG0307

Parcel 6

This parcel is a portion of H.E.S. No. 219, H.E.S. No. 471 and H.E.S. No. 472, lying in unsurveyed Section 10 (PB 44) of Township 28 North, Range 4 East of the Boise Meridian, Idaho County, Idaho and being more particularly described as follows:

BEGINNING at Corner No. 3 of said H.E.S. No. 471, a found brass cap monument;

thence North $54^{\circ} 53' 51''$ West along the southwesterly boundary of said H.E.S. No. 471 a distance of 829.55 feet to a $5/8$ x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North $47^{\circ} 43' 28''$ East a distance of 1285.73 feet to a point in the centerline of an access road, witnessed by a $5/8$ x 30 inch rebar set with a plastic cap stamped L. S. 3627 bearing South $47^{\circ} 43' 28''$ West a distance of 25.00 feet;

thence traversing said centerline as follows:

southeasterly 249.51 feet along the arc of a curve to the left having a central angle of $70^{\circ} 25' 27''$, a radius of 203.00 feet and a long chord which bears South $31^{\circ} 06' 55''$ East a distance of 234.10 feet;

South $66^{\circ} 19' 39''$ East a distance of 132.79 feet;

Southeasterly 160.89 feet along the arc of a curve to the right having a central angle of $24^{\circ} 31' 01''$, a radius of 376.00 feet and a long chord which bears South $54^{\circ} 04' 08''$ East a distance of 159.67 feet;

South $41^{\circ} 48' 37''$ East a distance of 70.43 feet to a point witnessed by a $5/8$ x 30 inch rebar set with a plastic cap stamped L. S. 3627 bearing South $18^{\circ} 09' 38''$ West a distance of 33.00 feet;

thence leaving said centerline and bearing South $18^{\circ} 09' 38''$ West a distance of 642.90

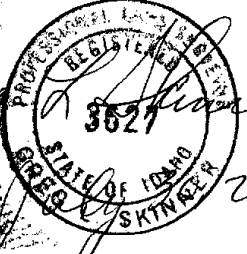
Greg L. Skinner
PROFESSIONAL SURVEYOR
3627
STATE OF IDAHO
GREG L. SKINNER 2007

Bennett legal description
Parcel 6, Page 2 of 2

feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South 38° 01' 03" West a distance of 547.65 feet to a point on the southwesterly boundary of said H.E.S. No. 219, a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North 56° 53' 06" West along said south boundary a distance of 183.64 feet to the **POINT OF BEGINNING**, containing 23.08 acres, more or less, and being subject to all easements and rights-of-way of record or implied.

Gregory A. Skriver

2007

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Greg L. Skimmer, PLS

EXHIBIT C

July 30, 2007

Description for
Bennett Forest Industries (Hungry Ridge)
Job No. APG0307

Parcel 7

This parcel is a portion of H.E.S. No. 471 lying in unsurveyed Section 10 (PB 44) of Township 28 North, Range 4 East of the Boise Meridian, Idaho County, Idaho and being more particularly described as follows:

BEGINNING at Corner No. 4 of said H.E.S. No. 471, a found brass cap monument;

thence North 6° 35' 40" West along the westerly boundary of said H.E.S. No. 471 a distance of 619.86 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North 45° 28' 31" East a distance of 872.56 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North 89° 59' 58" East a distance of 196.81 feet to a point in the centerline an existing access road witnessed by a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627 bearing South 89° 59' 58" West a distance of 25.00 feet;

thence traversing said road centerline as follows:

South 10° 01' 49" East a distance of 112.40 feet;

Southeasterly 89.31 feet along the arc of a curve to the left having a central angle of 65° 36' 21", a radius of 78.00 feet and a long chord which bears South 42° 49' 59" East a distance of 84.51 feet;

South 75° 38' 10" East a distance of 297.67 feet;

Southeasterly 189.26 feet along the arc of a curve to the right having a central angle of 79° 43' 58", a radius of 136.00 and a long chord which bears South 35° 46' 11" East a distance of 174.35 feet;

South 4° 05' 48" West a distance of 152.80 feet to a point witnessed by a 5/8 x 30 inch


Greg L. Skimmer

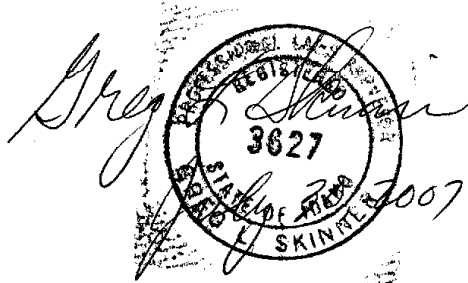
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Bennett legal description
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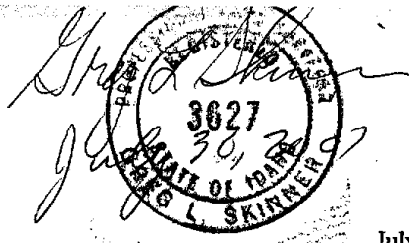
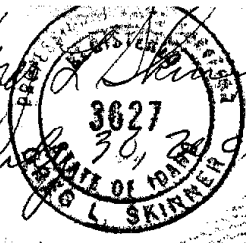
rebar set with a plastic cap stamped L. S. 3627 bearing South 47° 43' 28" West a distance of 25.00 feet;

thence leaving said road and bearing South 47° 43' 28" West a distance of 1285.73 feet to a point on the southwesterly boundary of said H.E.S. No. 471, a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North 54° 53' 51" West along said southwesterly boundary a distance of 308.97 feet to the **POINT OF BEGINNING**, containing 23.865 acres, more or less, and being subject to all easements and rights-of-way of record or implied.



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EXHIBIT C

July 30, 2007

Description for
Bennett Forest Industries (Hungry Ridge)
Job No. APG0307

Parcel 8

This parcel is a portion of H.E.S. No. 471 lying in unsurveyed Sections 3 (PB 39) and 10 (PB 44) of Township 28 North, Range 4 East of the Boise Meridian, Idaho County, Idaho and being more particularly described as follows:

COMMENCING at Corner No. 4 of said H.E.S. No. 471, a found brass cap monument;

thence North 6° 35' 40" West along the westerly boundary of said H.E.S. No. 471 a distance of 619.86 feet to the **TRUE POINT OF BEGINNING**, a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence continuing North 6° 35' 40" West along said boundary a distance of 1014.47 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North 83° 24' 20" East a distance of 483.10 feet to a point in the centerline of an existing access road witnessed by a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627 bearing South 83° 24' 20" West a distance of 25.00 feet;

thence traversing said centerline as follows:

southeasterly 110.66 feet along the arc of a curve to the left having a central angle of 20° 39' 11", a radius of 307.00 feet and a long chord which bears South 41° 38' 38" East a distance of 110.06 feet;

South 67° 38' 06" East a distance of 174.07 feet;

South 36° 09' 51" East a distance of 375.17 feet to a point witnessed by a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627 bearing South 89° 59' 58" West a distance of 25.00 feet;

thence leaving said centerline bearing South 89° 59' 58" West a distance of 196.81 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South 45° 28' 31" West a distance of 872.56 feet to the **TRUE POINT OF BEGINNING**, containing 12.02 acres, more or less and being subject to all easements and rights-of-way of record or implied.

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EXHIBIT C

July 30, 2007

Description for
Bennett Forest Industries (Hungry Ridge)
Job No. APG0307

Parcel 9

This parcel is a portion of H.E.S. No. 471 lying in unsurveyed Section 3 (PB 39) of Township 28 North, Range 4 East of the Boise Meridian, Idaho County, Idaho and being more particularly described as follows:

COMMENCING at Corner No. 4 of said H.E.S. No. 471, a found brass cap monument;

thence North 6° 35' 40" West along the westerly boundary of said H.E.S. No. 471 a distance of 1634.33 feet to the **TRUE POINT OF BEGINNING**, a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence continuing North 6° 35' 40" West along said boundary a distance of 727.00 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South 89° 16' 06" East a distance of 821.70 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South 0° 01' 25" East a distance of 838.18 feet to a point in the centerline of an existing access road witnessed by a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627 bearing North 0° 01' 25" West a distance of 25.00 feet;

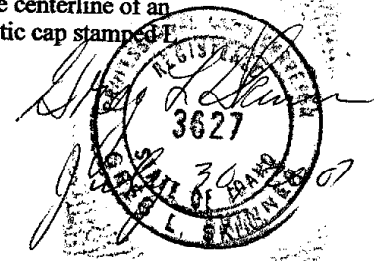
thence traversing said centerline as follows:

North 36° 09' 51" West a distance of 41.47 feet;

North 67° 38' 06" West a distance of 174.07 feet;

Northwesterly 110.66 feet along the arc of a curve to the right having a central angle of 20° 39' 11", a radius of 307.00 feet and a long chord which bears North 41° 38' 38" West a distance of 110.06 feet to a point witnessed by a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627 bearing South 83° 24' 20" West a distance of 25.00 feet;

thence leaving said centerline bearing South 83° 24' 20" West a distance of 483.10 feet to the **TRUE POINT OF BEGINNING** containing 12.795 acres, more or less and being subject to all easements and rights-of-way of record or implied.



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EXHIBIT C
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Description for
Bennett Forest Industries (Hungry Ridge)
Job No. APG0307

Parcel 10

This parcel is a portion of H.E.S. No. 471 lying in unsurveyed Section 3 (PB 39) of Township 28 North, Range 4 East of the Boise Meridian, Idaho County, Idaho and being more particularly described as follows:

BEGINNING at Corner No. 5 of said H.E.S. No. 471, a found brass cap monument;

thence North 83° 42' 32" East along the northerly boundary of said H.E.S. No. 471 a distance of 776.70 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South 7° 49' 46" East a distance of 1776.87 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North 89° 16' 06" West a distance of 821.70 feet to a point on the west boundary of said H.E.S. No. 471, a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North 6° 35' 40" West along said west boundary a distance of 1675.79 feet to the **POINT OF BEGINNING**, containing 31.51 acres, more or less and being subject to all easements and rights-of-way of record or implied.

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3627
July 30, 2007
STATE OF IDAHO
GREG L. SKINNER

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EXHIBIT C

July 30, 2007

Description for
Bennett Forest Industries (Hungry Ridge)
Job No. APG0307

Parcel 11

This parcel is a portion of H.E.S. No. 471 lying in unsurveyed Section 3 (PB 39) of Township 28 North, Range 4 East of the Boise Meridian, Idaho County, Idaho and being more particularly described as follows:

COMMENCING at Corner No. 5 of said H.E.S. No. 471, a found brass cap monument;


thence North $83^{\circ} 42' 32''$ East along the northerly boundary of said H.E.S. No. 471 a distance of 776.70 feet to the **TRUE POINT OF BEGINNING**, a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence continuing North $83^{\circ} 42' 32''$ East along said northerly boundary a distance of 776.70 feet to Corner No. 1 of said H.E.S. No. 471, a found brass cap monument;

thence South $5^{\circ} 23' 02''$ East along the easterly boundary of said H.E.S. No. 471 a distance of 909.03 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South $87^{\circ} 11' 30''$ West a distance of 740.47 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North $7^{\circ} 49' 46''$ West a distance of 864.25 feet to the **TRUE POINT OF BEGINNING**, containing 15.42 acres, more or less and being subject to all easements and rights-of-way of record or implied.

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EXHIBIT C

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Description for
Bennett Forest Industries (Hungry Ridge)
Job No. APG0307

Parcel 12

This parcel is a portion of H.E.S. No. 471 lying in unsurveyed Section 3 (PB 39) of Township 28 North, Range 4 East of the Boise Meridian, Idaho County, Idaho and being more particularly described as follows:

COMMENCING at Corner No. 1 of said H.E.S. No. 471, a found brass cap monument;

thence South 5° 23' 02" East along the easterly boundary of said H.E.S. No. 471 a distance of 909.03 feet to the **TRUE POINT OF BEGINNING**, a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence continuing South 5° 23' 02" East along said easterly boundary a distance of 953.61 feet to Corner No. 5 of H.E.S. No. 472, a found brass cap monument;

thence North 89° 16' 06" West a distance of 704.79 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North 7° 49' 46" West a distance of 912.63 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North 87° 11' 30" East a distance of 740.47 feet to the **TRUE POINT OF BEGINNING**, containing 15.398 acres, more or less and being subject to all easements and rights-of-way of record or implied.

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EXHIBIT C

July 30, 2007

Description for
Bennett Forest Industries (Hungry Ridge)
Job No. APG0307

Parcel 13

This parcel is a portion of H.E.S. No. 471 lying in unsurveyed Section 3 (PB 39) of Township 28 North, Range 4 East of the Boise Meridian, Idaho County, Idaho and being more particularly described as follows:

COMMENCING at Corner No. 1 of said H.E.S. No. 471, a found brass cap monument;

thence South 5° 23' 02" East along the easterly boundary of said H.E.S. No. 471 a distance of 1862.64 feet to the **TRUE POINT OF BEGINNING**, Corner No. 5 of H.E.S. No. 472, a found brass cap monument;

thence South 20° 39' 06" West a distance of 396.71 feet to a point in the centerline of an existing access road;

thence traversing said centerline as follows:

South 34° 21' 31" West a distance of 178.32 feet;

South 25° 21' 25" West a distance of 178.95 feet;

Southwesterly 187.84 feet along the arc of a curve to the right having a central angle of 14° 54' 22", a radius of 722.00 feet and a long chord which bears South 36° 35' 21" West a distance of 187.31 feet;

South 48° 11' 06" West a distance of 59.63 feet;

Southwesterly 114.89 feet along the arc of a curve to the left having a central angle of 69° 17' 24", a radius of 95.00 feet and a long chord which bears South 11° 14' 58" West a distance of 108.01 feet;

South 6° 07' 02" West a distance of 123.07 feet to a junction point in said access road witnessed by a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627 bearing North 89° 59' 58" East a distance of 30.00 feet;

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L. SKINNER

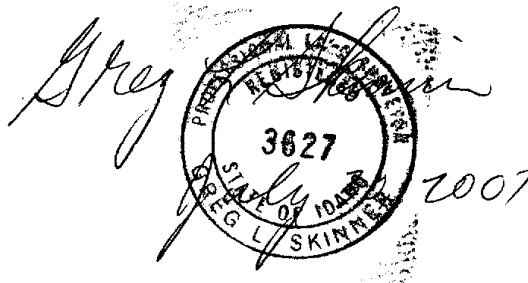
EXHIBIT C

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thence North $36^{\circ} 09' 51''$ West along the centerline of said road a distance of 333.71 feet to a point witnessed by a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627 bearing North $0^{\circ} 01' 25''$ West a distance of 25.00 feet;

thence leaving said centerline bearing North $0^{\circ} 01' 25''$ West a distance of 838.18 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South $89^{\circ} 16' 06''$ East a distance of 704.79 feet to the **TRUE POINT OF BEGINNING**, containing 10.663 acres, more or less, and being subject to all easements and rights-of-way of record or implied.



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EXHIBIT C

July 30, 2007

Description for
Bennett Forest Industries (Hungry Ridge)
Job No. APG0307

Parcel 14

This parcel is a portion of H.E.S. No. 471 and H.E.S. No. 472 lying in unsurveyed Section 3 (PB 39) of Township 28 North, Range 4 East of the Boise Meridian, Idaho County, Idaho and being more particularly described as follows:

COMMENCING at Corner No. 1 of said H.E.S. No. 471, a found brass cap monument;

thence South 5° 23' 02" East along the easterly boundary of said H.E.S. No. 471 a distance of 1862.64 feet to the **TRUE POINT OF BEGINNING**, Corner No. 5 of H.E.S. No. 472, a found brass cap monument;

thence South 89° 16' 06" East along the north boundary of said H.E.S. No. 472 a distance of 615.15 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South 0° 01' 25" East a distance of 1090.72 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South 89° 59' 58" West a distance of 1123.01 feet to a point at the junction of two existing access roads witnessed by a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627 bearing North 89° 59' 58" East a distance of 30.00 feet;

thence traversing the centerline of said access road as follows:

North 6° 07' 02" East a distance of 123.07 feet;

Northeasterly 114.89 feet along the arc of a curve to the right having a central angle of 69° 17' 24", a radius of 95.00 feet and a long chord which bears North 11° 14' 58" East a distance of 108.01 feet;

North 48° 11' 06" East a distance of 59.63 feet;

Northeasterly 187.84 feet along the arc of a curve to the left having a central angle of 14° 54' 22", a radius of 722.00 feet and a long chord which bears North 36° 35' 21" East a

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JUL 30 2007
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REGISTERED PROFESSIONAL SURVEYOR
STATE OF IDAHO

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distance of 187.31 feet;

North 25° 21' 25" East a distance of 178.95 feet;

North 34° 21' 31" East a distance of 178.32 feet;

North 20° 39' 06" East a distance of 396.71 feet to the **TRUE POINT OF BEGINNING**, containing 22.03 acres, more or less, and being subject to all easements and rights-of-way of record or implied.

Greg

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EXHIBIT C

July 30, 2007

Description for
Bennett Forest Industries (Hungry Ridge)
Job No. APG0307

Parcel 15

This parcel is a portion of H.E.S. No. 471 and H.E.S. No. 472 lying in unsurveyed Section 10 (PB 44) of Township 28 North, Range 4 East of the Boise Meridian, Idaho County, Idaho and being more particularly described as follows:

COMMENCING at Corner No. 5 of said H.E.S. No. 472, a found brass cap monument;

thence South 89° 16' 06" East along the north boundary of said H.E.S. No. 472 a distance of 615.15 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South 0° 01' 25" East a distance of 1090.72 feet to the **TRUE POINT OF BEGINNING**, a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence continuing South 0° 01' 25" East a distance of 779.34 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North 69° 57' 50" West a distance of 185.68 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South 18° 09' 38" West a distance of 236.36 feet to a point in the centerline of an existing access road witnessed by a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627 bearing South 18° 09' 38" West a distance of 33.00 feet;

thence traversing said centerline as follows:

North 41° 48' 37" West a distance of 70.43 feet;

Northwesterly 160.89 feet along the arc of a curve to the left having a central angle of 24° 31' 01", a radius of 376.00 feet and a long chord which bears North 54° 04' 08" West a distance of 159.67 feet;

North 66° 19' 39" West a distance of 132.79 feet;

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BOISE, IDAHO
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Northwesterly 249.51 feet along the arc of a curve to the right having a central angle of $70^{\circ} 25' 27''$, a radius of 203.00 feet and a long chord which bears North $31^{\circ} 06' 55''$ West a distance of 234.10 feet;

North $4^{\circ} 05' 48''$ East a distance of 152.80 feet;

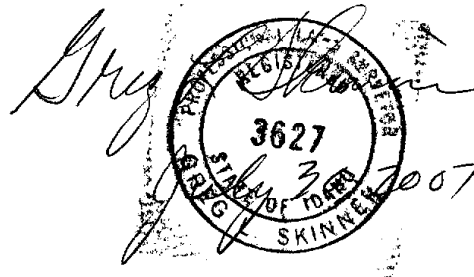
Northwesterly 189.26 feet along the arc of a curve to the left having a central angle of $79^{\circ} 43' 58''$, a radius of 136.00 feet and a long chord which bears North $35^{\circ} 46' 11''$ West a distance of 174.35 feet;

North $75^{\circ} 38' 10''$ West a distance of 297.67 feet;

Northwesterly 89.31 feet along the arc of a curve to the right having a central angle of $65^{\circ} 36' 21''$, a radius of 78.00 feet and a long chord which bears North $42^{\circ} 49' 59''$ West a distance of 84.51 feet;

North $10^{\circ} 01' 49''$ West a distance of 112.40 feet to a point at the junction of a road witnessed by a $5/8 \times 30$ inch rebar set with a plastic cap stamped L. S. 3627 bearing North $89^{\circ} 59' 58''$ East a distance of 30.00 feet;

Thence North $89^{\circ} 59' 58''$ East a distance of 1123.01 feet to the **TRUE POINT OF BEGINNING**, containing 14.064 acres, more or less, and being subject to all easements and rights-of-way of record or implied.



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EXHIBIT C

July 30, 2007

Description for
Bennett Forest Industries (Hungry Ridge)
Job No. APG0307

Parcel 16

This parcel is a portion of H.E.S. No. 472, lying in unsurveyed Section 11 (PB 45) of Township 28 North, Range 4 East of the Boise Meridian, Idaho County, Idaho and being more particularly described as follows:

COMMENCING at Corner No. 5 of said H.E.S. No. 472, a found brass cap monument;

thence South 89° 16' 06" East along the north boundary of said H.E.S. No. 472 a distance of 615.15 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South 0° 01' 25" East a distance of 1090.72 feet to the northwest corner of PB 45, a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627 and the **TRUE POINT OF BEGINNING**;

thence North 89° 59' 58" East along the north boundary of said PB 45 a distance of 659.91 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South 0° 01' 25" East a distance of 199.06 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North 53° 38' 48" West a distance of 14.76 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South 38° 29' 53" West a distance of 817.40 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North 69° 57' 50" West a distance of 147.92 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North 0° 01' 25" West a distance of 779.34 feet to the **TRUE POINT OF BEGINNING**, containing 8.582 acres, more or less.

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EXHIBIT C

July 30, 2007

Description for
Bennett Forest Industries (Hungry Ridge)
Job No. APG0307

Parcel 17

This parcel is a portion of H.E.S. No. 472, lying in unsurveyed Section 2 (PB 38) of Township 28 North, Range 4 East of the Boise Meridian, Idaho County, Idaho and being more particularly described as follows:

COMMENCING at Corner No. 5 of said H.E.S. No. 472, a found brass cap monument;

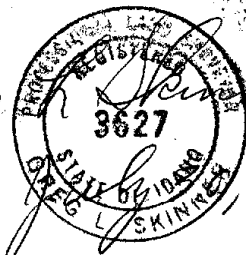
thence South $89^{\circ} 16' 06''$ East along the north boundary of said H.E.S. No. 472 a distance of 615.15 feet to the **TRUE POINT OF BEGINNING**, a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence continuing South $89^{\circ} 16' 06''$ East a distance of 659.97 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South $0^{\circ} 01' 25''$ East a distance of 1082.29 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South $89^{\circ} 59' 58''$ West a distance of 659.91 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North $0^{\circ} 01' 25''$ West a distance of 1090.72 feet to the **TRUE POINT OF BEGINNING**, containing 16.46 acres, more or less, and being subject to all easements and rights-of-way of record or implied.

Greg L. Skinner
 2007



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EXHIBIT C

July 30, 2007

Description for
Bennett Forest Industries (Hungry Ridge)
Job No. APG0307

Parcel 18

This parcel is a portion of H.E.S. No. 472, lying in unsurveyed Section 2 (PB 38) of Township 28 North, Range 4 East of the Boise Meridian, Idaho County, Idaho and being more particularly described as follows:

COMMENCING at Corner No. 5 of said H.E.S. No. 472, a found brass cap monument;

thence South $89^{\circ} 16' 06''$ East along the north boundary of said H.E.S. No. 472 a distance of 1275.12 feet to the **TRUE POINT OF BEGINNING**, a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence continuing South $89^{\circ} 16' 06''$ East a distance of 659.97 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South $0^{\circ} 01' 25''$ East a distance of 1073.85 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South $89^{\circ} 59' 58''$ West a distance of 659.91 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North $0^{\circ} 01' 25''$ West a distance of 1082.29 feet to the **TRUE POINT OF BEGINNING**, containing 16.33 acres, more or less, and being subject to all easements and rights-of-way of record or implied.

Greg L. Skinner

3827
3/6/2007
STATE OF IDAHO
GREG L. SKINNER



*Skinner Land
Survey Co. Inc.*

312 W. South St.
Grangeville, ID 83530
(208) 983-2517
Fax (208) 983-1279
greg@skinnerlandsurvey.com

Greg L. Skinner, PLS

EXHIBIT C

July 30, 2007

Description for
Bennett Forest Industries (Hungry Ridge)
Job No. APG0307

Parcel 19

This parcel is a portion of H.E.S. No. 472, lying in unsurveyed Section 2 (PB 38) of Township 28 North, Range 4 East of the Boise Meridian, Idaho County, Idaho and being more particularly described as follows:

COMMENCING at Corner No. 5 of said H.E.S. No. 472, a found brass cap monument;


thence South 89° 16' 06" East along the north boundary of said H.E.S. No. 472 a distance of 1935.09 feet to the **TRUE POINT OF BEGINNING**, a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence continuing South 89° 16' 06" East a distance of 1794.83 feet to Corner No. 1 of said H.E.S. No. 472, a found brass cap monument (also being Corner No. 1 of H.E.S. No. 219);

thence South 41° 41' 15" West along the southeasterly boundary of said H.E.S. No. 472 a distance of 1407.26 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South 89° 59' 58" West a distance of 858.32 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North 0° 01' 25" West a distance of 1073.85 feet to the **TRUE POINT OF BEGINNING**, containing 32.48 acres, more or less, and being subject to all easements and rights-of-way of record or implied.

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Greg L. Skinner, PLS

EXHIBIT C

July 30, 2007

Description for
Bennett Forest Industries (Hungry Ridge)
Job No. APG0307

Parcel 20

This parcel is a portion of H.E.S. No. 472 and of H.E.S. No. 219, lying in unsurveyed Section 11 (PB 45) of Township 28 North, Range 4 East of the Boise Meridian, Idaho County, Idaho and being more particularly described as follows:

COMMENCING at Corner No. 1 of said H.E.S. No. 219, a found brass cap monument;

thence South $41^{\circ} 41' 15''$ West along the boundary between H.E.S. No. 219 and H.E.S. No. 472 a distance of 1407.26 feet to the **TRUE POINT OF BEGINNING**, a $5/8 \times 30$ inch rebar set with a plastic cap stamped L. S. 3627;

thence continuing South $41^{\circ} 41' 15''$ West along said boundary a distance of 275.40 feet to a found $5/8$ inch diameter rebar at the southwesterly corner of Tax Lot 27;

thence South $57^{\circ} 29' 33''$ East along the boundary of said Tax Lot 27 a distance of 108.01 feet to a point in the centerline of an existing access road;

thence traversing said centerline as follows:

southwesterly 682.31 feet along the arc of a curve to the right having a central angle of $34^{\circ} 08' 09''$, a radius of 1145.23 feet and a long chord which bears South $64^{\circ} 46' 53''$ West a distance of 672.26 feet;

South $81^{\circ} 50' 58''$ West a distance of 437.44 feet;

Southwesterly 404.25 feet along the arc of a curve to the left having a central angle of $24^{\circ} 19' 47''$, a radius of 952.00 feet and a long chord which bears South $69^{\circ} 41' 04''$ West a distance of 401.22 feet;

South $57^{\circ} 31' 11''$ West a distance of 293.89 feet;

South $34^{\circ} 24' 57''$ West a distance of 177.42 feet;

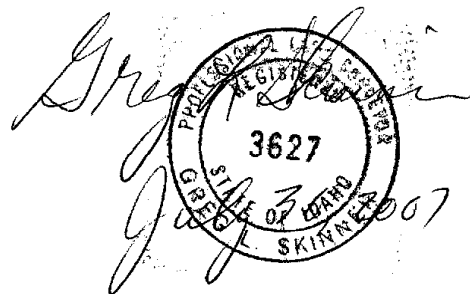


EXHIBIT C

Bennett legal description
Parcel 20, Page 2 of 2

South 69° 59' 52" West a distance of 273.31 feet;

thence leaving said road centerline and bearing North 34° 52' 15" East a distance of 67.72 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North 45° 08' 54" East a distance of 211.18 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North 36° 45' 32" East a distance of 842.31 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North 53° 38' 48" West a distance of 119.33 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North 0° 01' 25" West a distance of 199.06 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

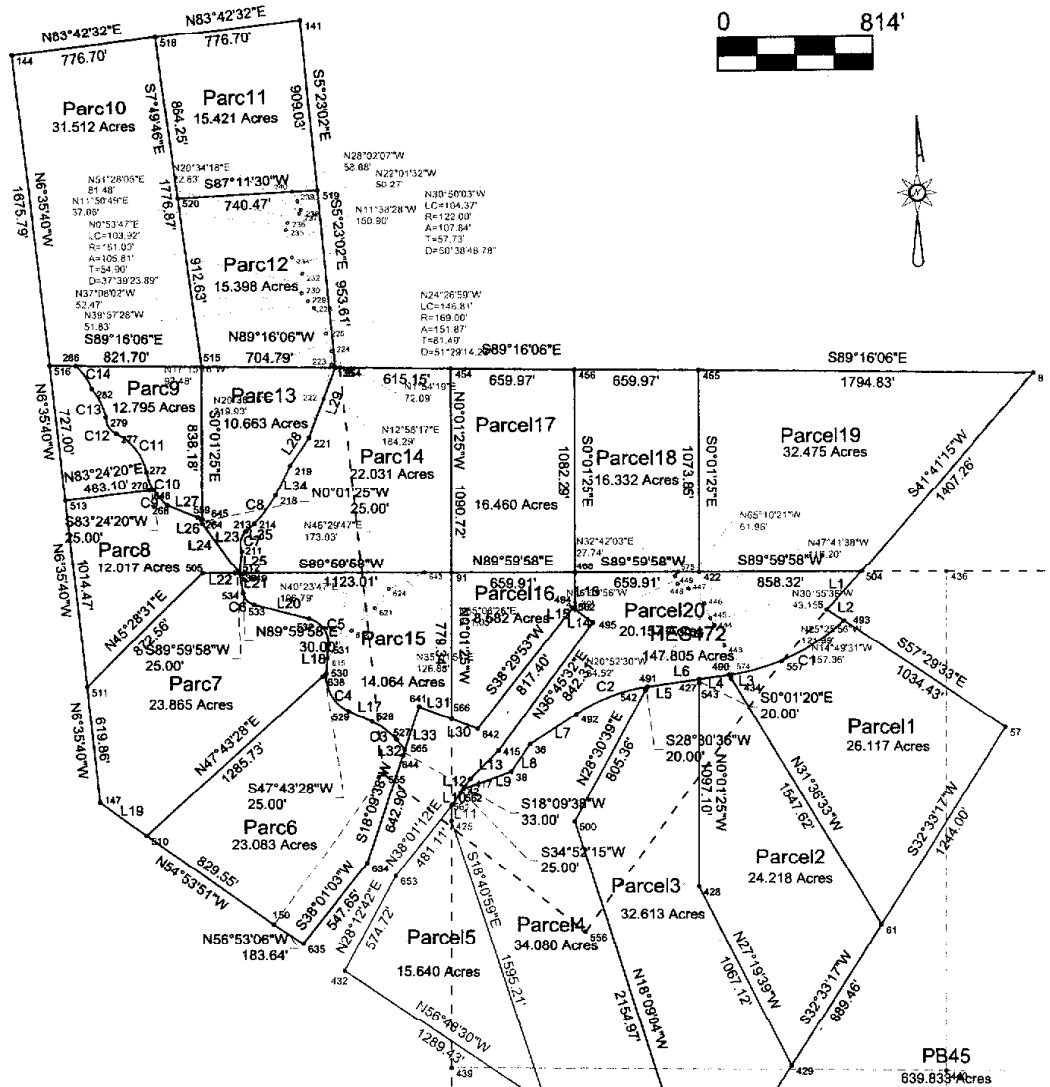
thence North 89° 59' 58" East a distance of 1518.23 feet to the **TRUE POINT OF BEGINNING**, containing 20.17 acres, more or less, and being subject to all easements and rights-of-way of record or implied.

Greg Skinner



PROFESSIONAL SURVEYOR
STATE OF OREGON
3627
COMMISSION EXPIRES 2007
GREG SKINNER

EXHIBIT D



LINE	BEARING	HORIZ DIST
L1	S41°41'14.58"W	275.400'
L2	S57°29'33.42"E	108.012'
L3	S31°36'35.90"E	25.000'
L4	N81°50'57.66"E	159.439'
L5	N81°50'57.65"E	277.997'
L6	S81°50'57.65"W	437.436'
L7	N57°31'10.60"E	293.885'
L8	N34°24'57.4"E	177.423'
L9	N69°59'51.92"E	273.308'
L10	N34°52'14.97"E	110.335'
L11	S0°01'24.58"E	80.201'
L12	N34°52'14.97"E	67.715'
L13	N45°08'53.54"E	211.180'
L14	N53°38'47.88"W	119.331'
L15	N53°38'47.86"W	14.760'
L16	S0°01'24.60"E	199.057'
L17	S66°19'38.92"E	132.786'
L18	S4°05'48.34"W	152.802'
L19	N54°53'51.7"W	308.971'
L20	S75°38'09.83"E	297.667'
L21	S10°01'48.86"E	112.398'
L22	N89°59'57.67"E	196.812'
L23	N36°09'51.15"W	333.709'
L24	S36°09'51.15"E	375.175'
L25	S6°07'02.4"W	123.072'
L26	N36°09'51.15"W	41.466'
L27	S67°38'05.61"E	174.071'
L28	S34°21'31.33"W	178.319'
L29	S20°39'06.46"W	396.709'
L30	N69°57'50.35"W	147.919'
L31	N69°57'50.36"W	185.676'
L32	S41°48'37.38"E	70.433'
L33	S18°09'37.63"W	236.363'
L34	S25°21'25.16"W	178.948'
L35	S48°11'06.17"W	59.631'

CURVE	BEARING	HORIZ DIST	RADIUS	ARC	DELTA
C1	N64°46'53.34"E	672.260'	1145.230'	682.306'	34°08'08.65"
C2	N69°41'04.13"E	401.221'	952.000'	404.252'	24°19'47.4"
C3	S54°04'08.25"E	159.667'	376.000'	160.892'	24°31'01.36"
C4	S31°06'55.28"E	234.102'	209.000'	249.614'	70°25'27.26"
C5	S35°46'10.75"E	174.352'	136.000'	189.258'	79°43'58.17"
C6	S42°49'59.35"E	84.513'	78.000'	89.313'	65°36'20.96"
C7	S11°14'58.36"W	108.013'	95.000'	114.887'	69°17'23.76"
C8	S36°35'21.44"W	187.308'	722.000'	187.835'	14°54'21.69"
C9	S41°36'37.78"E	110.064'	307.000'	110.662'	20°39'10.84"
C10	S31°43'31.23"W	212.465'	307.000'	216.952'	40°29'23.92"
C11	N38°08'41.95"W	260.248'	292.000'	269.737'	52°53'38.67"
C12	N32°57'48.34"W	104.268'	96.000'	110.224'	65°47'06.20"
C13	N26°55'00.52"W	171.353'	360.000'	173.013'	27°32'09.18"
C14	N35°12'48.25"W	148.661'	308.000'	150.144'	27°55'49.86"