

No fee required

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
 DEC 19 2007

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

WATER RESOURCES
 WESTERN REGION

RECEIVED

DEC 21 2007

DEPARTMENT OF
 WATER RESOURCES

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
Ag 2-7358 V1					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

STEVEN M. BURGESS

4159 PHIPPS LN., MARSENA, ID 83639

4. New Owner/Claimant(s)

W.L. & STEPHANIE J. BURGESS

Name Connector (Check one): ☐ and, ☐ or, ☒ and/or

New Mailing Address

7905 VUE ESTATES RD.

City, State and ZIP Code

MERIDIAN, ID 83646

New Telephone Number

(208) 887-3730

5. Date you acquired the property

2/27/06

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number _____		
Irrigation		5 acres
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s) Stephanie J. Burgess (title if applicable)
 _____ (title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by _____

Date _____

Receipt Amt. _____

Receipted by _____

Date _____

Receipt No. _____

Processed by _____ AJ

Date _____

WR _____ Date _____

STEPHANIE J. BURGESS

12/17/07

Please note that since we purchased this property, my husband Willard L. Burgess has passed away. I have included the death cert. and notice of personal representative.

Thanks
Stephanie Burgess

STATE OF IDAHO

CERTIFICATION OF VITAL RECORD

STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF HEALTH POLICY AND VITAL STATISTICS

DATE FILED BY STATE REGISTRAR:

State of Idaho

CERTIFICATE OF DEATH

STATE FILE NO. 1412-07

ONLY A COPY OF THIS DOCUMENT, CERTIFIED BY THE STATE REGISTRAR WITH THE DEPARTMENT OF HEALTH AND WELFARE
RAISED SEAL, SHALL BE USED AS PROOF OF THIS DEATH UNDER §29-241(4) AND §29-274, IDAHO CODE

Local Reg. No. 1412-07

TYPE OR PRINT IN PERMANENT BLACK INK DO NOT USE FELT TIP PEN FOR INSTRUCTIONS SEE HANDBOOKS	DECEDENT	* 1. DECEDENT'S LEGAL NAME (Include AKA's if any) (First, Middle, Last, Suffix) Wilbur Lloyd BURGESS		2. SEX Male	3. SOCIAL SECURITY NUMBER [REDACTED]					
	4a. AGE-Last Birthday 78 (Years)	4b. UNDER 1 YEAR Months: Days: Hours: Minutes:	4c. UNDER 1 DAY June 12, 1929		5. DATE OF BIRTH (Mo/Day/Yr) June 12, 1929					
	6. BIRTHPLACE (City and State, Territory, or Foreign Country) Springfield, Missouri			7a. RESIDENCE - STATE OR FOREIGN COUNTRY Idaho						
	7b. COUNTY Ada			7c. CITY OR TOWN Meridian						
	7d. STREET AND NUMBER 7905 N. Vue Estates Road			7e. APT. NO. 83646						
MORTICIAN: Complete/Verify and File Within 5 Days of Death	8. MARITAL STATUS AT TIME OF DEATH ☒ Married ☐ Married, but separated ☐ Widowed ☐ Divorced ☐ Never married ☐ Unknown					9. SURVIVING SPOUSE'S NAME (If wife, give maiden name) Stephanie Severin				
	10. EVER IN U.S. ARMED FORCES? ☒ Yes ☐ No					11a. FATHER'S NAME (First, Middle, Last, Suffix) Joe DeWitt Burgess				
	12a. MOTHER'S MAIDEN NAME (First, Middle, Last, Suffix) Mamie Lee Jullian					11b. BIRTHPLACE (State, Territory, or Foreign Country) Missouri				
	13a. INFORMANT'S NAME (Type or print) Stephanie Burgess					13b. RELATIONSHIP TO DECEDENT Wife				
	14. METHOD OF DISPOSITION ☐ Burial ☒ Cremation ☐ Donation ☐ Entombment ☐ Removal from Idaho ☐ Other (Specify):					15. PLACE OF DISPOSITION (Name and address of cemetery, crematory, other place) Summers Crematory 3629 E. Distick Road Boise, ID 83646				
DISPOSITION	16. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY Bowman Funeral Parlor 5525 N. Glenwood Street Garden City, ID 83714					17. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH <i>[Signature]</i>				
	18. WAS CORONER CONTACTED DUE TO CAUSE OF DEATH? ☒ Yes ☐ No					19. LICENSE NUMBER (Of licensee) M-727				
	PLACE OF DEATH (19-22) * 19a. IF DEATH OCCURRED IN A HOSPITAL: ☐ Inpatient ☐ ER/Outpatient ☐ DOA ☐ Hospice facility ☐ Nursing home/Long term care facility ☒ Decedent's home ☐ Other (Specify): * 20. FACILITY NAME (If not facility, give street and number) 7905 N. Vue Estates Road									
	* 21. CITY, TOWN, OR LOCATION OF DEATH, AND ZIP CODE Meridian 83646					* 22. COUNTY OF DEATH Ada				
	* 23. DATE OF DEATH (Mo/Day/Yr) (Spell month) July 18, 2007					24. TIME OF DEATH 1150 Hrs. (24hr)				
CAUSE OF DEATH	25. DATE PRONOUNCED DEAD (Mo/Day/Yr) (Spell month) July 18, 2007									
	26. TIME PRONOUNCED DEAD 1415 Hrs. (24hr)									
	27. CAUSE OF DEATH PART I. Enter the chain of events -- diseases, injuries, or complications -- that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line. IMMEDIATE CAUSE (Final disease or condition resulting in death) → a. <i>Metastatic carcinoma of prostate</i> DUE TO (or as a consequence of): b. _____ c. _____ d. _____ Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (Last disease or injury that initiated the events resulting in death). e. _____ f. _____ g. _____ h. _____ Approximate Interval: Onset to Death: <i>10 years</i>									
	PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in Part I 29. DID TOBACCO USE CONTRIBUTE TO DEATH? ☐ Yes ☐ Probably ☒ No ☐ Unknown 30. IF FEMALE (Aged 10-54): ☐ Not pregnant within past year ☐ Pregnant at time of death ☐ Not pregnant, but pregnant 43 days to 1 year before death ☐ Unknown if pregnant within the past year									
	31. MANNER OF DEATH ☒ Natural ☐ Homicide ☐ Accident ☐ Pending Investigation ☐ Suicide ☐ Could not be determined									
ITEMS 32-35 TO BE USED FOR EXTERNAL CAUSES ONLY (CORONER)	32. DATE OF INJURY (Mo/Day/Yr) (Spell month)					33. TIME OF INJURY (24hr)				
	34. PLACE OF INJURY (Decedent's home, farm, street, construction site, nursing home, restaurant, forest, etc.)					35. INJURY AT WORK? ☐ Yes ☐ No				
	36. LOCATION OF INJURY: State _____ City/Town or County _____ Zip Code _____ Street and Number or Location _____ Apartment Number _____									
	37. DESCRIBE HOW INJURY OCCURRED. IF TRANSPORTATION INJURY, STATE THE TYPE(S) OF VEHICLE(S) INVOLVED (Automobile, pickup, motorcycle, ATV, bicycle, etc.) SPECIFY WHICH VEHICLE DECEDENT OCCUPIED, if applicable									
	38a. WAS DECEDENT: ☐ Driver/Operator ☐ Passenger ☐ Pedestrian ☐ Other (Specify):									
CERTIFIER IF DEATH WAS DUE TO OTHER THAN NATURAL CAUSES, THE CORONER MUST COMPLETE AND SIGN THE CERTIFICATE	38b. WHAT SAFETY DEVICE(S) DID DECEDENT USE/EMPLOY? ☐ Seat Belt ☐ Child safety seat ☐ Helmet ☐ Air bag ☐ None ☐ Unknown					39a. CERTIFIER (Check only one, based on official capacity for this certificate) ☒ PHYSICIAN ☐ PHYSICIAN ASSISTANT ☐ ADVANCED PRACTICE PROFESSIONAL NURSE To the best of my knowledge, death occurred at the time, date, and place, and due to the natural cause(s)/manner stated.				
	39b. LICENSE NUMBER M5014					39c. DATE SIGNED 7.18.07 MM DD YYYY				
	40a. CORONER'S SUBSEQUENT SIGNATURE IF NECESSARY: The coroner's signature in this item supersedes that of the physician, physician assistant, or advanced practice professional nurse, and the coroner becomes the certifier of record. I have reviewed and if necessary amended the medical section →									
	40b. DA* SIGNED MM DD YYYY					41b. DATE SIGNED 07.19.2007 MM DD YYYY				
	41a. REGISTRAR'S SIGNATURE <i>[Signature]</i>									

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF HEALTH POLICY AND VITAL STATISTICS.

DATE ISSUED: JUL 19 2007

This copy not valid unless prepared on engraved border displaying state seal and signature of the Registrar.

JANE S. SMITH
STATE REGISTRAR



STATE OF IDAHO County of Ada

This copy of a death certificate was issued by
the District Health Department prior to filing
with the Idaho Bureau of Health Policy and
Vital Statistics.

A handwritten signature in cursive script, reading "Lisa Cline", is written over a horizontal line.

Local Vital Statistics Registration Official

000182009

Melville W. Fisher II (ISB 2136)
FISHER LAW GROUP, LLP
101 S. Capitol Blvd., Suite 500
P.O. Box 1308
Boise, ID 83701
Phone: (208) 331-1000
Fax: (208) 331-2400

Attorney for Applicant

NO. _____ FILED _____
A.M. _____ P.M. _____

AUG 10 2007

J. DAVID NAVARRO, Clerk
By E. CHILD
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA
MAGISTRATE DIVISION

IN THE MATTER OF THE ESTATE OF)
)
 WILBUR LLOYD BURGESS,)
 aka BILL BURGESS,)
)
 Deceased.)
 _____)

CASE NO. CV IE 0714044
LETTERS TESTAMENTARY

1. Stephanie Jo Burgess was duly appointed and qualified as General Personal Representative of the estate of the above-named decedent by the Court with all authority pertaining thereto.
2. Administration of the estate is unsupervised.

These letters are issued to evidence the appointment, qualification, and authority of the said personal representative or special administrator.

WITNESS, my signature and the Seal of this Court, this 9th day of Aug, 2007.

CHRISTOPHER M. BIETER

Magistrate

STATE OF IDAHO } ss.
COUNTY OF ADA }

I, J. David Navarro, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original on file in this office. In witness whereof, I have hereunto set my hand and affixed by official seal this 10 day of Aug, 2007.
J. DAVID NAVARRO, Clerk
By E. Child, Deputy

LETTERS TESTAMENTARY - 1

PERSONAL REPRESENTATIVE'S DEED

THIS DEED is made by Philip Burgess, personal representative of the estate of Steven M. Burgess, deceased, Grantor, to W. L. Burgess and Stephanie Jo Burgess, husband and wife, 7905 Vue Estates, Meridian, Idaho 83642, Grantees.

WHEREAS, Steven M. Burgess, died testate while residing at Marsing, Idaho, on February 11, 2006; and

WHEREAS, Grantor was duly appointed personal representative of the estate by the District Court of the Third Judicial District, of the State of Idaho, in and for the County of Owyhee, Case No. CV-06-05405, on February 16, 2006, and is now qualified in acting in that capacity; and

NOW, THEREFORE, pursuant to the powers conferred upon Grantor by the Idaho Probate Code, Grantor does hereby convey, assign, transfer and set over unto Grantees, a fee simple interest in and to the following described real property, situate in the County of Owyhee, State of Idaho:

A parcel of land situated in the Southwest Quarter of Section 17, Township 3 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, more particularly described as follows:

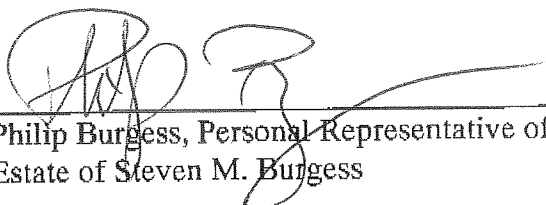
BEGINNING at a 1/2 inch iron pin marking the South Quarter corner of said Section 17 which point is the POINT OF BEGINNING; thence along the South boundary of the said Southwest Quarter of Section 17 North 88°58'00" West 378.54 feet to an iron pin; thence leaving the said South boundary North 07°40'45" East 692.30 feet to an iron pin on the Southerly high water line of the Snake River as shown on the record of Survey for JOHN SQUIRE on file under Instrument No. 872329 in the

**INDEXED
SCANNED**

office of the Canyon County Recorder, Caldwell, Idaho; thence along the said Southerly high water line South 74°45'55" East 295.39 feet to an iron pin; thence leaving the said Southerly high water line South 00°05'20" East 615.30 feet to the POINT OF BEGINNING.

Also known as 4159 Phipps Lane, Marsing, Idaho 83639.

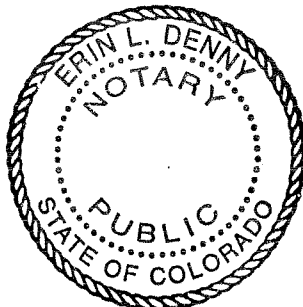
Dated this 23 day of February, 2006.


Philip Burgess, Personal Representative of the
Estate of Steven M. Burgess

STATE OF Colorado)
County of Douglas) ss:

On this 23 day of February, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Philip Burgess, as personal representative of the Estate of Steven M. Burgess, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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



My Commission Expires 10/20/2007
2323 E. Arapahoe Rd.
Centennial, CO 80122


Notary Public for State of Colorado
Residing at: 4775 Front St., Castle Rock, CO
My Commission Expires: 10/20/2007 80104

First American Title Insurance Company

OWNER'S POLICY

SCHEDULE A

<u>File No.:</u>	<u>Policy No:</u>	<u>Date of Policy:</u>	<u>Amt of Insurance:</u>	<u>Premium Amt:</u>
200601708	J-2017480	February 24, 2006 at 4:40 PM	\$280,000.00	\$1,145.00

The Policy Number shown on this schedule must agree with the preprinted number on the cover sheet.

1. Name of Insured:

W.L. Burgess and Stephanie Jo Burgess

2. The estate or interest in the land which is covered by this policy is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

W.L. Burgess and Stephanie Jo Burgess, husband and wife

4. The land referred to in this policy is described as follows:

A parcel of land situated in the Southwest Quarter of Section 17, Township 3 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, more particularly described as follows:

BEGINNING at a 1/2 inch iron pin marking the South Quarter corner of said Section 17 which point is the POINT OF BEGINNING; thence along the South boundary of the said Southwest Quarter of Section 17

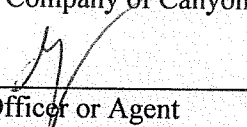
North 88° 58'00" West 378.54 feet to an iron pin; thence leaving the said South boundary

North 07° 40'45" East 692.30 feet to an iron pin on the Southerly high water line of the Snake River as shown on the record of Survey for JOHN SQUIRE on file under Instrument No. 872329 in the office of the Canyon County Recorder, Caldwell, Idaho; thence along the said Southerly high water line

South 74° 45'55" East 295.39 feet to an iron pin; thence leaving the said Southerly high water line

South 00° 05'20" East 615.30 feet to the POINT OF BEGINNING.

Pioneer Title Company of Canyon County

By: 
Authorized Officer or Agent

ALTA Owner's Policy 10/17/92

This Policy is invalid unless the cover sheet and Schedule B are attached.

Schedule A consists of 1 page(s)

First American Title Insurance Company

OWNER'S POLICY

SCHEDULE B

Exceptions from Coverage

File Number:
200601708

Date of Policy:
February 24, 2006 at
4:40 PM

Policy Number:
J-2017480

The Policy Number shown on this schedule must agree with the preprinted number on the cover sheet.

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
- (3) Easements, or claims or easements, not shown by the public records.
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) (a) Unpatented mining claims; (b) reservations or exceptions in patents or Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), (c) are shown by the public records.
- (6) Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.

Special Exceptions

1. **General taxes for the year 2006, which are a lien, payable on or before December 20 of said year and not delinquent until after said date.**
2. **Liens and assessments of the Gem Irrigation District, and the rights and powers of said district as by law provided. Paid current.**

continued...

ALTA Owner's Policy Form B 1987 (Amended 10/17/92)

This Policy is invalid unless the cover sheet and Schedule A are attached.

Schedule B consists of 1 page(s)

First American Title Insurance Company

OWNER'S POLICY

SCHEDULE B

Exceptions from Coverage

3. **Reservation and Grant for the purposes and rights incidental thereto as reserved in a document**
Reservation: Right of way for construction, maintenance, service of waste and drainage ditches
Grant: Right of way for roads 25 feet in width for ingress to any legal subdivision from a public highway
To: GEM IRRIGATION DISTRICT
Recorded: May 3, 1944 in Book 33 of Deeds, Page 614
4. **An Easement for the purpose shown below and rights incidental thereto as set forth in a document**
Granted to: IDAHO POWER COMPANY, a corporation
Purpose: Power line and appurtenances
Recorded: August 24, 1955 in Book 47 of Deeds, Page 254
Recorded: May 28, 1980 as Instrument No. 163987
5. **An Easement for the purpose shown below and rights incidental thereto as set forth in a document**
Purpose: 18 foot wide ingress-egress easement
Recorded: November 27, 1979 as Instrument No. 161300
Recorded: August 7, 1986 as Instrument Nos. 189630, 189631 and 189632
Affects: Southerly boundary
6. **An Easement for the purpose shown below and rights incidental thereto as set forth in a document**
Granted to: GEM HIGHWAY DISTRICT
Purpose: Right of way for public road
Recorded: March 19, 1969 as Instrument No. 122926
Affects: 25 feet on West side Southeast corner of the SE1/4SW1/4, Sec 17
7. **Any claim arising from the difference in the mean high water line of the Snake River and the meander line as shown by the Original Government Survey.**
8. **Right, title and interest of the State of Idaho within the natural bed of the Snake River below the ordinary high water line, and also excepting any artificial accretions waterward of said ordinary high water line.**

continued...

ALTA Owner's Policy Form B 1987 (Amended 10/17/92)

This Policy is invalid unless the cover sheet and Schedule A are attached.

Schedule B consists of 2 page(s)

First American Title Insurance Company

OWNER'S POLICY

SCHEDULE B

Exceptions from Coverage

- 9. An Easement and conditions pertaining thereto for the purpose shown below and rights incidental thereto as set forth in a document**

Granted to: G & H COMPANY, an Idaho general partnership
Purpose: Roadway
Recorded: December 14, 1995 as Instrument No. 217539
Affects: South 40 feet

- 10. Covenants, Conditions and Restrictions recorded May 13, 1996 as Instrument No. 218817, records of Owyhee County, Idaho, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).**

Amendment to said Covenants recorded May 29, 1996 as Instrument No. 218935, records of Owyhee County, Idaho.

- 11. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded December 14, 1995, as instrument no. 217537, Owyhee County Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c), which also references the Survey for "JOHN SQUIRE" under Instrument No. 872329, records of Canyon County, Idaho.**

- 12. Conditions as contained in Application for Conditional Use Permit recorded February 3, 2006 as Instrument No. 255094, Owyhee County Records.**

ALTA Owner's Policy Form B 1987 (Amended 10/17/92)

This Policy is invalid unless the cover sheet and Schedule A are attached.

Schedule B consists of 3 page(s)

RIVER

THIS SKETCH IS MADE SOLELY TO ASSIST IN
LOCATING THE PROPERTY. THE COMPANY
ASSUMES NO LIABILITY FOR VARIATION IF
ANY WITH ACTUAL SURVEY.



100 50 0 100
SCALE IN FEET
1" = 100'

LEGEND

- BOUNDARY
- ⊕ FOUND E
- ⊙ FOUND S
- FOUND 1
- SET 5/8
- (1326.54') DATA OF

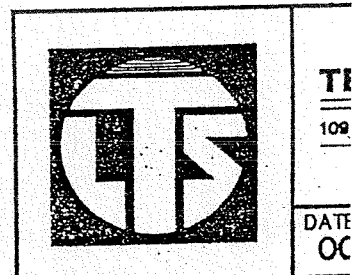
RECORDER'S

STATE OF IDAHO } SS
COUNTY OF OWYHEE }
Filed for Record at the Request of _____
_____ Min. past _____ o'clock _____ M this _____
_____, Recorder
By _____
Fee _____

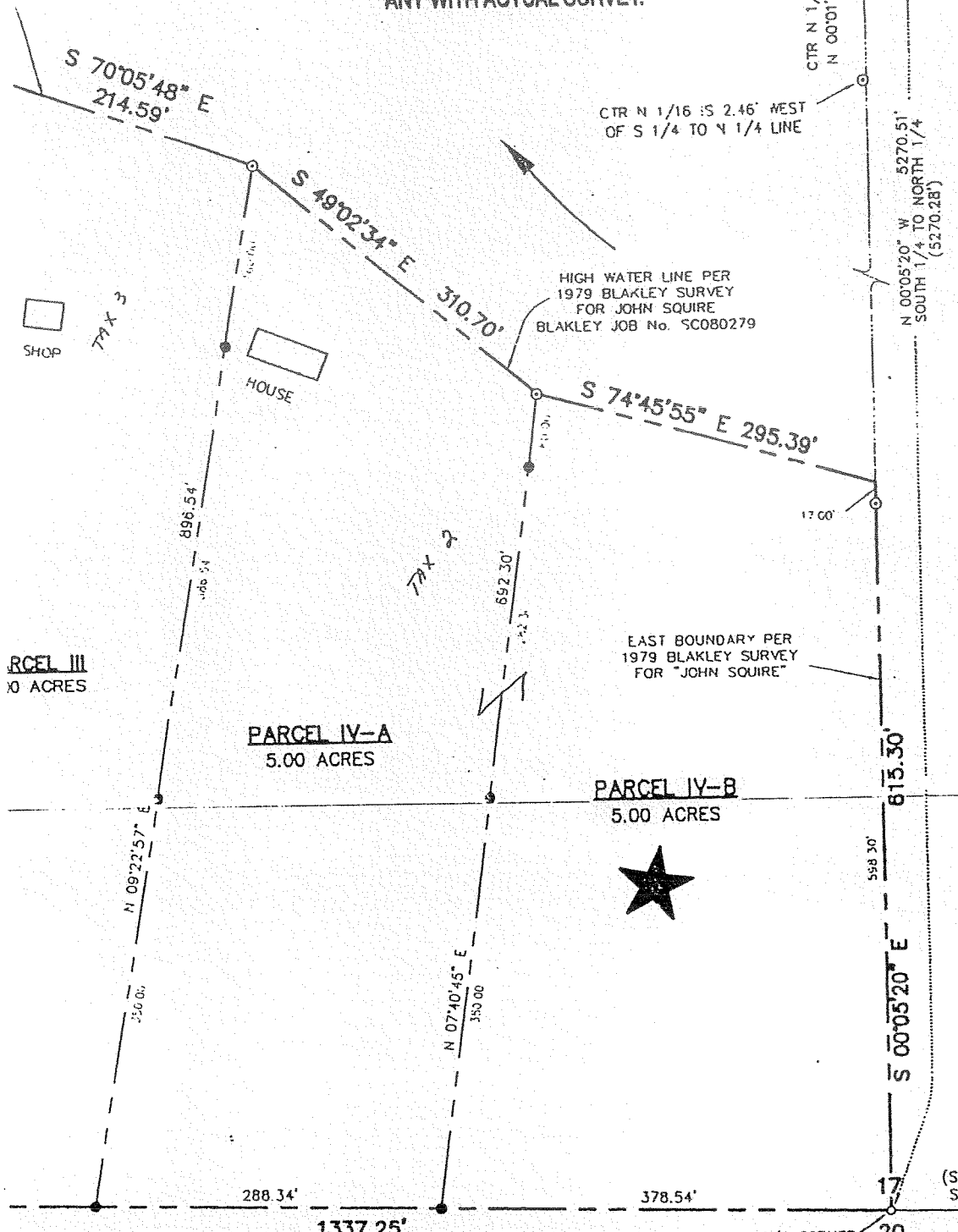
REFERENCE SURVEYS:

1. 1979 BLAKLEY SURVEY FOR "JOHN SQUIRE",
INST. No. 872329, CANYON COUNTY RECORDS,
BLAKLEY ENGINEERS JOB No. SC080279.
2. 1979 BLAKLEY SURVEY FOR "JOHN SQUIRES",
BLAKLEY ENGINEERS JOB No. SC101979 & SC070288.
3. 1990 SKINNER SURVEY FOR "CHARLES FORD",
INST. No. 9011074, CANYON COUNTY RECORDS,
SKINNER, EARL & ASSOC. JOB # AP0990.

RECORDING INDEX NO. 344-17-3-0-0-00-0000



Sec



Pioneer Title Company of Canyon County

Buyer's Closing Statement

Buyer(s) W.L. Burgess, 7905 Vue Estates, Meridian, ID 83642
Stephanie Jo Burgess

Seller(s) Philip Burgess, P.R., 3816 Rawhide Circle, Castle Rock, CO 80104

Lender

Property Pioneer Title Company Of Owyhee County
4159 Phipps Lane, Marsing, ID 83639

Closing date 2/27/2006 Proration date 2/27/2006

Bank IIB - Idaho Independent Bank

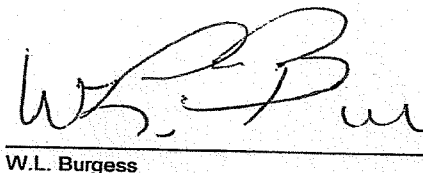
Escrow Unit 1 - Caldwell

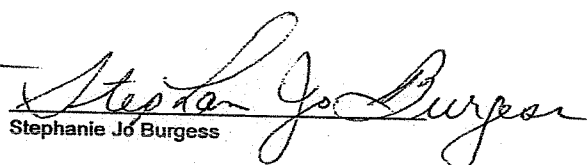
Escrow Officer Tammy Kratzberg

	Debit	Credit
Contract Sales Price	280,000.00	
Other Adjustments:		
2nd 1/2 '06 Irrig. #1063 to Gem Irrigation.....	122.80	
Title Charges:		
Settlement or closing fee to Pioneer Title Company of Canyon County.....	500.00	
Title insurance to Pioneer Title Co. Owyhee \$1,145.00.....		
Owner's coverage to Pioneer Title Co. Owyhee		
Liability amount \$280,000.00.....	1,145.00	
Recording Fees/Transfer Charges:		
Recording fees: to Pioneer Title Co. Owyhee		
Deed \$12.00; Release \$6.00.....	12.00	
Subtotal:	281,779.80	
Balance due from Buyer:		281,779.80
Totals:	281,779.80	281,779.80

THE UNDERSIGNED, by the execution hereof, hereby (i) acknowledge that they have read the above and foregoing Closing Statement, (ii) acknowledge that the same is true and correct, and (iii) authorize and direct the Closing Agent to receive all amounts and disburse all amounts pursuant to the foregoing Closing Statement.

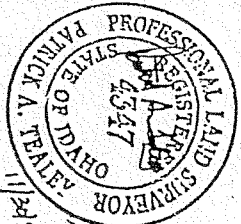
It is mutually understood and agreed the taxes are estimated and in case of adjustment same will be made between the parties hereto. The Closing Agent is relieved of any responsibility with the adjustment of said taxes.


W.L. Burgess


Stephanie Jo Burgess

THIS SKETCH IS MADE SOLELY TO ASSIST
 IN LOCATING THE PROPERTY - THE COMPANY
 ASSUMES NO LIABILITY FOR VARIATION
 - ANY WITH AN ACTUAL SURVEY

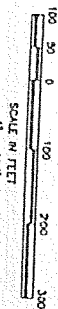
OWYHEE TITLE CO.
 REGISTERED
 PROFESSIONAL LAND SURVEYOR
 PATRICK A. TEALEY



RECORD OF SURVEY FOR G & H COMPANY AN IDAHO PARTNERSHIP

PORTIONS OF GOVERNMENT LOT 5
 SECTION 17, T.3N., R.4W., B.M.,
 OWYHEE COUNTY, IDAHO

INSTRUMENT NO. _____



LEGEND

- BOUNDARY LINE
- FOUND BRASS CAP
- FOUND 5/8" IRON PIN
- FOUND 1/2" IRON PIN
- SET 5/8" x 30" IRON PIN w/CAP
- DATA OF RECORD FROM SPARKER SURVEY (1925-27)

RECORDER'S CERTIFICATE

STATE OF IDAHO
 COUNTY OF OWYHEE } SS

Find the Record of this Survey of _____
 Vol. _____ Page _____ of _____
 to be _____
 By _____
 Recorder

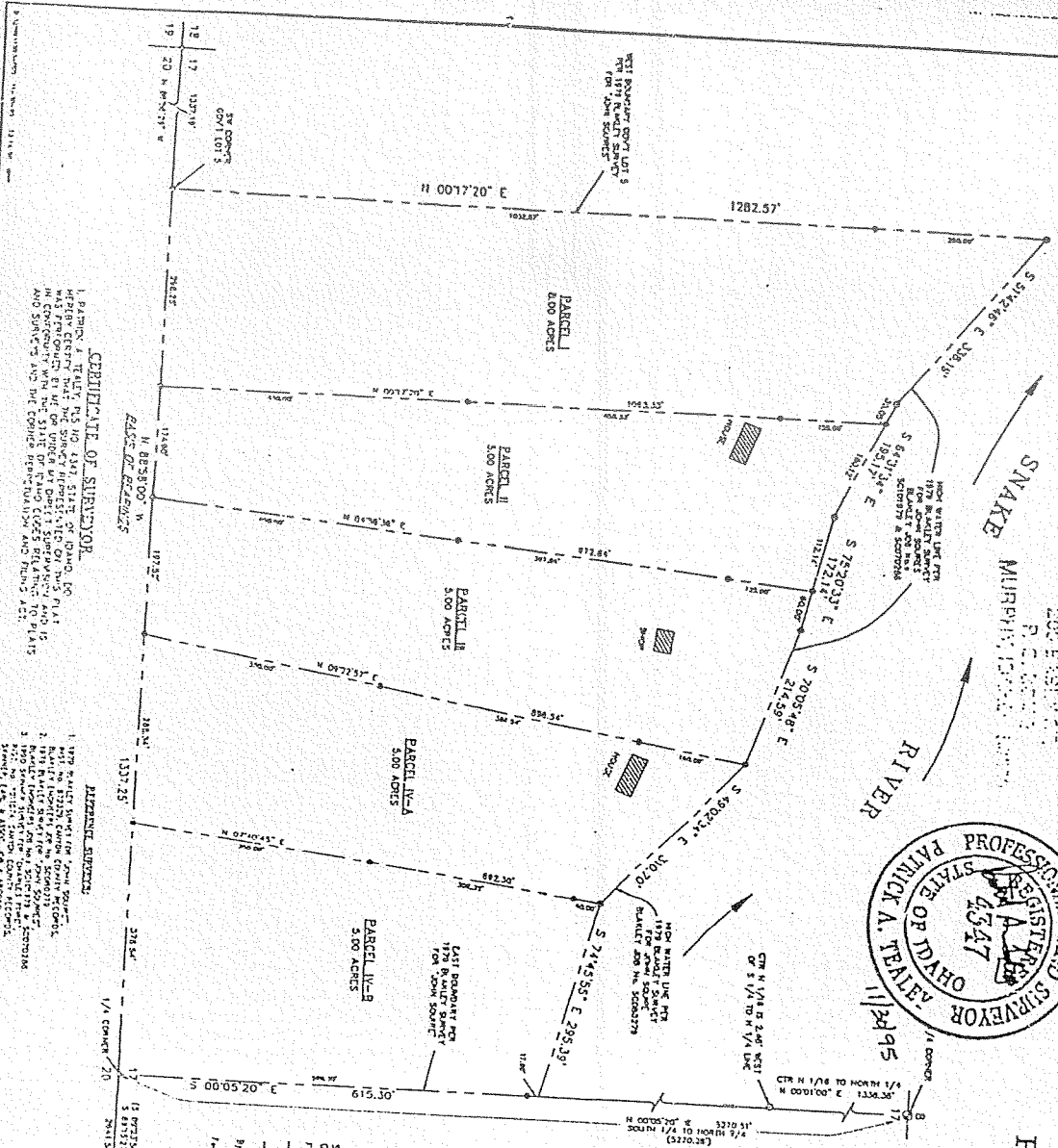
By _____
 Date _____

19 _____
 17 _____
 16 _____
 15 _____



TEALEY'S LAND SURVEYING
 123 S. 4th St.
 PO Box 251-094
 BOISE, IDAHO
 DATE: OCTOBER, 1925
 DRAWING NO. 1553

RECORDING INDEX NO. 344-17-3-0-0-00-0000



CERTIFICATE OF SURVEY
 I, PATRICK A. TEALEY, LAND SURVEYOR, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY RECORD AS FILED IN THE OFFICE OF THE CLERK OF THE DISTRICT COURT, OWYHEE COUNTY, IDAHO, THIS 17th DAY OF OCTOBER, 1925, AND THAT THE SAME IS IN ACCORDANCE WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF IDAHO, AND THE ACTS OF THE CONGRESS OF THE UNITED STATES OF AMERICA.

ALTERNATE SURVEY
 1. 1925 MAP SURVEY FOR 2000 ACRES
 2. 1925 MAP SURVEY FOR 2000 ACRES
 3. 1925 MAP SURVEY FOR 2000 ACRES
 4. 1925 MAP SURVEY FOR 2000 ACRES
 5. 1925 MAP SURVEY FOR 2000 ACRES
 6. 1925 MAP SURVEY FOR 2000 ACRES
 7. 1925 MAP SURVEY FOR 2000 ACRES
 8. 1925 MAP SURVEY FOR 2000 ACRES
 9. 1925 MAP SURVEY FOR 2000 ACRES
 10. 1925 MAP SURVEY FOR 2000 ACRES
 11. 1925 MAP SURVEY FOR 2000 ACRES
 12. 1925 MAP SURVEY FOR 2000 ACRES
 13. 1925 MAP SURVEY FOR 2000 ACRES
 14. 1925 MAP SURVEY FOR 2000 ACRES
 15. 1925 MAP SURVEY FOR 2000 ACRES
 16. 1925 MAP SURVEY FOR 2000 ACRES
 17. 1925 MAP SURVEY FOR 2000 ACRES
 18. 1925 MAP SURVEY FOR 2000 ACRES
 19. 1925 MAP SURVEY FOR 2000 ACRES
 20. 1925 MAP SURVEY FOR 2000 ACRES

218817

DECLARATION OF
PROTECTIVE RESTRICTIONS AND COVENANTS
SNAKE RIVER VIEW LOTS
OWYHEE COUNTY, IDAHO

THIS DECLARATION, Made as of the 13th day of May, 1996, by THE G & H CO., an Idaho partnership, hereafter referred to as "Grantor":

WITNESSETH:

WHEREAS, Grantor is the owner of all that certain real estate situated in Owyhee County, Idaho, more particularly described in the attached survey, recorded on the 14th day of December, 1995, as Instrument No. 217537, records of Owyhee County, Idaho; and

WHEREAS, the Lots are in an area of much natural beauty, including distinctive terrain features, and it is the desire and intent of the Grantor to create a residential community in which such natural beauty shall be substantially preserved, and the restriction and covenants established in this Declaration are intended to serve such objective;

NOW, THEREFORE, Grantor hereby declares that all of these lots shall be held, conveyed, encumbered, leased and used subject to the following uniform covenants, restrictions, and equitable servitude in furtherance of a plan for the subdivision, improvement and sale of said property, and to enhance the value, desirability, and attractiveness of such property. The restrictions set forth herein shall run with the real property; shall be binding upon all persons having or acquiring any interest in such real property or any part thereof; shall inure to the benefit of every portion of such real property and any interest therein; and shall inure to the benefit of and shall be binding upon Grantor, its successors in interest, and may be enforced by Grantor, by any Owner or such Owner's successors in interest, or by any Association hereafter designated.

DEFINITIONS

1. In construing this instrument, the following definitions shall be applied:

"Lot" means an officially designated and numbered lot on the official survey. These lots may never be subdivided.

GENERAL

2. By acceptance of any conveyance of any property in the survey, the Grantee and Grantee's heirs, personal representatives, successors, and assigns, covenants with the Grantor and its successors and assigns, and with all other Grantors or subsequent owners of property within this survey that these covenants shall inure to the benefit of and the binding upon all such parties.

RESIDENTIAL
USE OF LAND

3. All lots in said survey shall be known and described as residential lots, and said lots or any part thereof or any structure placed thereon shall not be used for any commercial purpose, but the use of said lots shall be limited solely to residential purposes.

STRUCTURES

4. No structure shall be permitted to remain upon any lot other than a single-family dwelling, or an outbuilding, both as herein defined, the size, location and nature of which shall be as herein prescribed, as follows:

- 12-7
- SIZE: COST (a) No dwelling shall be permitted on any lot having a value of less than \$175,000, excluding the cost of well and septic system, based upon cost level prevailing at the time these covenants are recorded. No mobile homes or manufactured homes will be allowed.
- HEIGHT AND LAYOUT (b) The height and layout of dwellings shall be in accordance with applicable zoning laws and regulations, if any, but shall otherwise be at the discretion of the owner.
- OUTBUILDINGS (c) All outbuildings shall be constructed of good quality building materials, and shall be of good quality and character that will be in harmony with other buildings on said lots as to not obstruct the windows or light or any adjoining property owner on said lots. No livestock barns shall be permitted.
- BUILDING MATERIALS (d) All buildings (including outbuilding) erected upon any building site in this subdivision shall be finished, painted and maintained to good repair so as to be inoffensive to any other property owners, and may be constructed of any material so long as it blends with the natural surroundings.
- LOCATIONS (e) Except where terrain and topography make such impractical, no building shall be located on any lot nearer than 20 feet to the front lot line and back lot line, or nearer than 5 feet to any side. For the purposes of this covenant, eaves, steps and open porches shall be considered as a part of a building.
- TEMPORARY STRUCTURES (f) No structure of a temporary character, such as a shack, or basement only, and no outbuilding, shall be used on any lot as a dwelling, either temporarily or permanently. No motor home, camper, trailer or mobile home shall be used as a permanent dwelling; however, temporary use of a recreation vehicle for camping purposes for periods of no more than two weeks during any one month period shall be permitted.
- NUISANCES 5. Nothing of an offensive, dangerous, odorous or noisy kind shall be conducted or carried on nor shall anything be done or permitted on lots which may be or become an annoyance or nuisance to the other property owners on said lots. Weeds shall be kept cut and portions of any lot not in use for lawn or otherwise, shall be kept trimmed and in a neat and orderly condition.
- ANIMALS 6. Keeping or raising of hogs, goats, sheep, or other offensive smelling animals shall be prohibited. No property owner shall keep any animals in such numbers as to create unsightliness, excessive noise, offensive odors or dangerous conditions. No animals shall be kept upon any lot for any commercial purpose. In order to protect wild game, all dogs must be kept on leashes or otherwise restrained, and no dog shall be permitted to chase and harass game animals. Vicious and unmanageable dogs shall not be permitted.
- WATER 7. The Grantor is under no obligation to deliver domestic or irrigation water, or to furnish rights of way in connection with the delivery of domestic or irrigation water to any lot or building site. It is contemplated that domestic and irrigation water for use at any lot shall be supplied by the Grantee.

SEWAGE

8. No central system for disposal of sewage and waste is provided by Grantor, and it shall be the responsibility of each Grantee to provide an individual system for disposing of sewage and waste from Grantee's lot. All bathroom, sink and toilet facilities shall be located inside the dwelling or other suitable appurtenant outbuilding, and shall be connected by underground pipe with a private septic tank, placed at a depth and made of a type of construction and located at such point as may be in accordance with applicable health and safety laws and regulations, and shall meet the requirements of the Central District Health Department or successor similar governmental agency. All necessary approvals of applicable governmental agencies and bodies shall be obtained prior to construction of such sewage disposal facilities. Grantor shall have no obligation to construct any sewage disposal systems or provide any connection thereto.

REFUSE AND DUMPING

9. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, abandoned automobile bodies, or other waste material. All such materials shall be kept in sanitary containers. All incinerators (if permitted by law) and other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No junk machinery, trailers, trucks, appliances or unsightly material of any sort or nature, or junk automobiles shall be kept on any of said premises. Storage of any machinery trailers, trucks, boats, automobiles and appliances unless for a temporary period, must be concealed in a structure so that the same shall not constitute an unsightly or offensive condition. Machinery, construction equipment, and building materials shall be stored at locations where the same are not visible from roadways within the subdivision, except during the time within the subdivision, except during the time of actual construction of buildings and improvements wherein the same are used.

PROSECUTION OF WORK

10. The construction of all dwellings or outbuildings shall be diligently and continuously carried on from the time of commencement thereof and shall be completed within 12 months of the date of commencement of construction (weather and other causes beyond the reasonable control of Grantee permitting).

FENCES

11. No fence, hedge or boundary wall situated anywhere upon a lot shall have a height greater than six (6) feet above the ground graded surface where such fence, hedge or wall is situated. No barbed wire shall be used on any of such fences and all fences of whatever kind or nature, wire, wire mesh or otherwise, shall be kept and maintained in good repair and appearance so as to be inoffensive to other property owners.

SIGNS

12. No signs or billboards of any kind or for any use shall be erected, posted or displayed upon any building site. The name of a resident or a dwelling house upon a building site may be displayed upon a name or address plaque. The Grantor reserves the right to display signs upon lots or building sites remaining in the ownership of the Grantor during the period that those building sites are for sale by the Grantor or its agents.

UTILITIES

13. Other than existing overhead electrical lines, Grantor shall have no responsibility to provide gas, telephone or other utility services within the subdivision, and Grantor makes no representation as to the availability of such other utility services.

EXCAVATIONS;
TREE REMOVAL

14. No excavation for stone, sand, gravel or minerals, shall be made upon a property.

INVALIDATION

15. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other covenants or provisions hereof, all of which shall remain in full force and effect.

TERM
AMENDMENTS

16. These covenants shall remain in force and effect and run with the land for twenty (20) years from the date the same are recorded, after which time said covenants shall be automatically extended for an additional ten (10) years unless an instrument containing an agreement changing the same in whole or in part, or terminating the same, which is signed by the owners of a majority of the lots in said subdivision, has been recorded. These protective restrictions and covenants may be amended, from time to time, with respect to any part or portion thereof, providing at least three-fourths of the property owners as of the date of said amendments consent thereto in writing, duly executed and recorded, and providing such proposed amendments shall have been first approved in writing by the applicable governmental planning and zoning agencies.

ENFORCEMENT

17. If any party shall violate or attempt to violate any of the covenants herein contained, and shall persist in such violation or attempt after ten days notice in writing served or delivered upon such party, then any other person or persons owning any real property in said subdivision may prosecute any proceedings at law or in equity against such party, either to prevent such violation or to recover damages therefor, and in any such proceedings the prevailing party shall be entitled to recover reasonable attorney fees and court costs from the other party or parties.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the 13th day of May, 1996.

STATE OF IDAHO
COUNTY OF Owyhee

On this 13th day of May in the year 1996, before me, a Notary Public, personally appeared

Henry E. Houst, Sr., Managing Partner
known or identified to me to be (one of) the partner(s) in the partnership of
G & H COMPANY

and the partner(s) who subscribed said partnership name on the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.

Notary Public

Residing at

Comm. Exp. 4/22/2006

G & H COMPANY

By Henry E. Houst, Sr.
Henry E. Houst, Sr., Managing Partner

RECORDED
FILED
13-5
12-5

OWYHEE COUNTY RECORDER
BY Debra M. Hinkle
DEPUTY

96 MAY 13 PM 4 11

FILED - RECORDED

218817

218935

DECLARATION OF
PROTECTIVE RESTRICTIONS AND COVENANTS
SHAKE RIVER VIEW LOTS
OWYHEE COUNTY, IDAHO

RECORDED MAY 16, 1996, Inst. #218817

THIS DECLARATION, Made as of the 21st day of May, 1996, by THE G & H CO., an Idaho partnership, hereafter referred to as "Grantor":

WITNESSETH:

WHEREAS, Grantor is the owner of all that certain real estate situated in Owyhee County, Idaho, more particularly described in the attached survey, recorded on the 14th day of December, 1995, as Instrument No. 217537, records of Owyhee County, Idaho; and

WHEREAS, the Lots are in an area of much natural beauty, including distinctive terrain features, and it is the desire and intent of the Grantor to create a residential community in which such natural beauty shall be substantially preserved, and the restriction and covenants established in this Declaration are intended to serve such objective;

NOW, THEREFORE, Grantor hereby declares that all of these lots shall be held, conveyed, encumbered, leased and used subject to the following uniform covenants, restrictions, and equitable servitude in furtherance of a plan for the subdivision, improvement and sale of said property, and to enhance the value, desirability, and attractiveness of such property. The restrictions set forth herein shall run with the real property; shall be binding upon all persons having or acquiring any interest in such real property or any part thereof; shall inure to the benefit of every portion of such real property and any interest therein; and shall inure to the benefit of and shall be binding upon Grantor, its successors in interest, and may be enforced by Grantor, by any Owner or such Owner's successors in interest, or by any Association hereafter designated.

DEFINITIONS

1. In construing this instrument, the following definitions shall be applied:
"Lot" means an officially designated and numbered lot on the official survey. These lots may never be subdivided.

GENERAL

2. By acceptance of any conveyance of any property in the survey, the Grantee and Grantee's heirs, personal representatives, successors, and assigns, covenants with the Grantor and its successors and assigns, and with all other Grantees or subsequent owners of property within this survey that these covenants shall inure to the benefit of and the binding upon all such parties.

RESIDENTIAL
USE OF LAND

3. All lots in said survey shall be known and described as residential lots, and said lots or any part thereof or any structure placed thereon shall not be used for any commercial purpose, but the use of said lots shall be limited solely to residential purposes.

STRUCTURES

4. No structure shall be permitted to remain upon any lot other than a single-family dwelling, or an outbuilding, both as herein defined, the size, location and nature of which shall be as herein prescribed, as follows:

SIZE: COST

(a) No dwelling shall be permitted on any lot having a combined value with the land of less than \$200,000, excluding the cost of well and septic system, based upon cost level prevailing at the time these covenants are recorded. No mobile homes or manufactured homes will be allowed.

HEIGHT AND LAYOUT

(b) The height and layout of dwellings shall be in accordance with applicable zoning laws and regulations, if any, but shall otherwise be at the discretion of the owner.

OUTBUILDINGS

(c) All outbuildings shall be constructed of good quality building materials, and shall be of good quality and character that will be in harmony with other buildings on said lots as to not obstruct the windows or light or any adjoining property owner on said lots.

BUILDING MATERIALS

(d) All buildings (including outbuilding) erected upon any building site in this subdivision shall be finished, painted and maintained to good repair so as to be inoffensive to any other property owners, and may be constructed of any material so long as it blends with the natural surroundings.

LOCATIONS

(e) Except where terrain and topography make such impractical, no building shall be located on any lot nearer than 20 feet to the front lot line and back lot line, or nearer than 5 feet to any side. For the purposes of this covenant, eaves, steps and open porches shall be considered as a part of a building.

TEMPORARY STRUCTURES

(f) No structure of a temporary character, such as a shack, or basement only, and no outbuilding, shall be used on any lot as a dwelling, either temporarily or permanently. No motor home, camper, trailer or mobile home shall be used as a permanent dwelling; however, temporary use of a recreation vehicle for camping purposes for periods of no more than two weeks during any one month period shall be permitted.

NUISANCES

5. Nothing of an offensive, dangerous, odorous or noisy kind shall be conducted or carried on nor shall anything be done or permitted on lots which may be or become an annoyance or nuisance to the other property owners on said lots. Weeds shall be kept cut and portions of any lot not in use for lawn or otherwise, shall be kept trimmed and in a neat and orderly condition.

ANIMALS

6. Keeping or raising of hogs, goats, sheep, or other offensive smelling animals shall be prohibited. No property owner shall keep any animals in such numbers as to create unsightliness, excessive noise, offensive odors or dangerous conditions. No animals shall be kept upon any lot for any commercial purpose. In order to protect wild game, all dogs must be kept on leashes or otherwise restrained, and no dog shall be permitted to chase and harass game animals. Vicious and unmanageable dogs shall not be permitted.

WATER

7. The Grantor is under no obligation to deliver domestic or irrigation water, or to furnish rights of way in connection with the delivery of domestic or irrigation water to any lot or building site. It is contemplated that domestic and irrigation water for use at any lot shall be supplied by the Grantee.

SEWAGE

8. No central system for disposal of sewage and waste is provided by Grantor, and it shall be the responsibility of each Grantee to provide an individual system for disposing of sewage and waste from Grantee's lot. All bathroom, sink and toilet facilities shall be located inside the dwelling or other suitable appurtenant outbuilding, and shall be connected by underground pipe with a private septic tank, placed at a depth and made of a type of construction and located at such point as may be in accordance with applicable health and safety laws and regulations, and shall meet the requirements of the Central District Health Department or successor similar governmental agency. All necessary approvals of applicable governmental agencies and bodies shall be obtained prior to construction of such sewage disposal facilities. Grantor shall have no obligation to construct any sewage disposal systems or provide any connection thereto.

REFUSE AND DUMPING

9. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, abandoned automobile bodies, or other waste material. All such materials shall be kept in sanitary containers. All incinerators (if permitted by law) and other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No junk machinery, trailers, trucks, appliances or unsightly material of any sort or nature, or junk automobiles shall be kept on any of said premises. Storage of any machinery trailers, trucks, boats, automobiles and appliances unless for a temporary period, must be concealed in a structure so that the same shall not constitute an unsightly or offensive condition. Machinery, construction equipment, and building materials shall be stored at locations where the same are not visible from roadways within the subdivision, except during the time within the subdivision, except during the time of actual construction of buildings and improvements wherein the same are used.

PROSECUTION OF WORK

10. The construction of all dwellings or outbuildings shall be diligently and continuously carried on from the time of commencement thereof and shall be completed within 12 months of the date of commencement of construction (weather and other causes beyond the reasonable control of Grantee permitting).

FENCES

11. No fence, hedge or boundary wall situated anywhere upon a lot shall have a height greater than six (6) feet above the ground graded surface where such fence, hedge or wall is situated. No barbed wire shall be used on any of such fences and all fences of whatever kind or nature, wire, wire mesh or otherwise, shall be kept and maintained in good repair and appearance so as to be inoffensive to other property owners.

SIGNS

12. No signs or billboards of any kind or for any use shall be erected, posted or displayed upon any building site, except for one (1) "For Sale" sign. The name of a resident or a dwelling house upon a building site may be displayed upon a name or address plaque. The Grantor reserves the right to display signs upon lots or building sites remaining in the ownership of the Grantor during the period that those building sites are for sale by the Grantor or its agents.

UTILITIES

13. Other than existing overhead electrical lines, Grantor shall have no responsibility to provide gas, telephone or other utility services within the subdivision, and Grantor makes no representation as to the availability of such other utility services.

EXCAVATIONS;
TREE REMOVAL

14. No excavation for stone, sand, gravel or minerals, shall be made upon a property.

INVALIDATION

15. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other covenants or provisions hereof, all of which shall remain in full force and effect.

TERM
AMENDMENTS

16. These covenants shall remain in force and effect and run with the land for twenty (20) years from the date the same are recorded, after which time said covenants shall be automatically extended for an additional ten (10) years unless an instrument containing an agreement changing the same in whole or in part, or terminating the same, which is signed by the owners of a majority of the lots in said subdivision, has been recorded. These protective restrictions and covenants may be amended, from time to time, with respect to any part or portion thereof, providing all of the property owners as of the date of said amendments consent thereto in writing, duly executed and recorded, and providing such proposed amendments shall have been first approved in writing by the applicable governmental planning and zoning agencies.

ENFORCEMENT

17. If any party shall violate or attempt to violate any of the covenants herein contained, and shall persist in such violation or attempt after ten days notice in writing served or delivered upon such party, then any other person or persons owning any real property in said subdivision may prosecute any proceedings at law or in equity against such party, either to prevent such violation or to recover damages therefor, and in any such proceedings the prevailing party shall be entitled to recover reasonable attorney fees and court costs from the other party or parties.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the 21st day of May, 1996.

G & H COMPANY

By Henry E. Houst, Sr.
Henry E. Houst, Sr., Managing Partner

STATE OF IDAHO
COUNTY OF Ada } ss.
On this 21st day of May in the
year 19 96, before me, a Notary Public, personally appeared
HENRY E. HOUST, Sr., Managing Partner
known or identified to me to be (one of) the partner(s) in the partnership of
The G & H CO.

and the partner(s) who subscribed said partnership name to his foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

Notary Public

Residing at Meridian, Idaho

Comm. Expires 12/31/2000

RESTRICTIONS AND COVENANTS - PAGE 4

REQUEST OF
FEE \$5.00

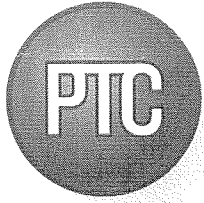
BY JIM HUNTLEY JR.
OWYHEE COUNTY RECORDER
DEPUTY

'96 MAY 29 AM 11 48

FILED - RECORDED

218935

Date: 11-27-07



Pioneer Title Co.

GOING BEYOND

Owyhee County
100 10th Ave So.

Nampa, ID 83651

PH: 466-6100

FX: 467-0159

Stephanie Burgess
7905 Vue Estates Rd
Meridian, ID 83646

November 27, 2007

Dear Stephanie

Enclosed are the copies of the documents requested.

Thank you for using Pioneer Title Company

Michael D. Thill

Miket@pioneercanyon.com

208-467-0131

Thank You For Choosing Pioneer Title Company~~

IF YOU HAVE ANY QUESTIONS OR NEED ANY FURTHER SERVICES INVOLVING
THIS PROPERTY, PLEASE CALL PIONEER TITLE COMPANY.

Notice: The attached copies are for information only and Pioneer Title implies no warranties of any kind pertaining to the
information contained herein.

102802

W.R.R.

WARRANTY DEED

FOR VALUE RECEIVED G & H COMPANY, an Idaho general partnership

the Grantor, does hereby grant, bargain, sell and convey unto WILLIAM RAY RANEY, an unmarried man

the Grantee, whose address is 10328 LAKESHORE DR.
NAMPA, IDAHO 83686

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

SUBJECT TO DEED OF TRUST BETWEEN G & H COMPANY, an Idaho general partnership and THE ESTATE OF JAMES MILTON IRWIN, Probate No. SP 9200072, INSTRUMENT NO. 217549 RECORDS OF OWYHEE COUNTY, WHICH GRANTEE AGREES TO ASSUME AND PAY ACCORDINGLY.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that he the owner in fee simple of said premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 1999 and subsequent years, covenants, conditions, restrictions and easements of record; and that he will warrant and defend the same from all lawful claims whatsoever.

DATED: May 17, 1999

G & H COMPANY, an Idaho general partnership

HENRY E. HOUST, Senior

STATE OF IDAHO
COUNTY OF CANYON

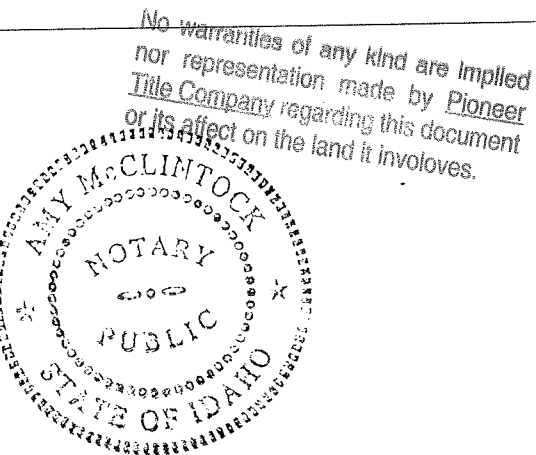
On this 17 day of May, 1999, before me, a notary public, personally appeared HENRY E. HOUST, known or identified to me to be (one of) the partner(s) in the partnership of G & H COMPANY and the partner(s) who subscribed said partnership name to the foregoing instrument and acknowledged that he/she/they executed the same.

Amy McClintock

Notary Public

Residing at NAMPA, Idaho

My commission expires: 4/20/2000

PIONEER TITLE COMPANY
OF CANYON COUNTY100 10TH AVE SOUTH
NAMPA, IDAHO 83651423 SOUTH KIMBALL
CALDWELL, ID 83605

1028598

Exhibit "A"

A parcel of land situated in the Southwest Quarter of Section 17, Township 3 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, more particularly described as follows:

BEGINNING at a 1/2 inch iron pin marking the South Quarter corner of said Section 17 which point is the POINT OF BEGINNING; thence along the South boundary of the said Southwest Quarter of Section 17

North 88° 58'00" West 378.54 feet to an iron pin; thence leaving the said South boundary

North 07° 40'45" East 692.30 feet to an iron pin on the Southerly high water line of the Snake River as shown on the record of Survey for JOHN SQUIRE on file under Instrument No. 872329 in the office of the Canyon County Recorder, Caldwell, Idaho; thence along the said Southerly high water line

South 74° 45'55" East 295.39 feet to an iron pin; thence leaving the said Southerly high water line

South 00° 05'20" East 615.30 feet to the POINT OF BEGINNING.

228598

FILED - RECORDED

99 MAY 18 PM 3:57

No warranties of any kind are implied
nor representation made by Pioneer
Title Company regarding this document
or its effect on the land it involves.

PO3225

WARRANTY DEED

WRC

FOR VALUE RECEIVED William Ray Raney, a single person

the Grantor, does hereby grant, bargain, sell and convey unto Steven M. Burgess, a single person

the Grantee, whose address is
7893 YUE ESTATES MERIDIAN ID 83642

the following described premises, to-wit:

See Exhibit "A" attached hereto and made a part hereof by this reference:

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that he is the owner in fee simple of said premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 2000 and subsequent years, covenants, conditions, restrictions and easements of record; and that he will warrant and defend the same from all lawful claims whatsoever.

DATED: February 28, 2000

William Ray Raney
William Ray Raney

Pioneer Title
LCC

✓ 231632

STATE OF IDAHO
COUNTY OF CANYON

On this 3 day of March, 2000, before me, a notary public, personally appeared William Ray Raney, known or identified to me to be the person(s) who(se) name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same:

BLANCA E. ACOSTA
Notary Public
Residing at
My commission expires:

STATE OF IDAHO

No warranties of any kind are implied nor representation made by Pioneer Title Company regarding this document or its affect on the land it involoves.

Heckler

00 MAR - 5 PM 4:39

FILED RECORDED

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

423 SOUTH KIMBALL
CALDWELL, ID 83605

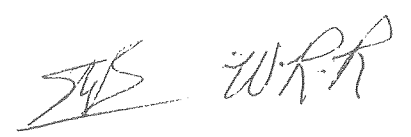


Exhibit "A"

A parcel of land situated in the Southwest Quarter of Section 17, Township 3 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, more particularly described as follows:

BEGINNING at a 1/2 inch iron pin marking the South Quarter corner of said Section 17 which point is the POINT OF BEGINNING; thence along the South boundary of the said Southwest Quarter of Section 17

North 88° 58'00" West 378.54 feet to an iron pin; thence leaving the said South boundary

North 07° 40'45" East 692.30 feet to an iron pin on the Southerly high water line of the Snake River as shown on the record of Survey for JOHN SQUIRE on file under Instrument No. 872329 in the office of the Canyon County Recorder, Caldwell, Idaho; thence along the said Southerly high water line

South 74° 45'55" East 295.39 feet to an iron pin; thence leaving the said Southerly high water line

South 00° 05'20" East 615.30 feet to the POINT OF BEGINNING.

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