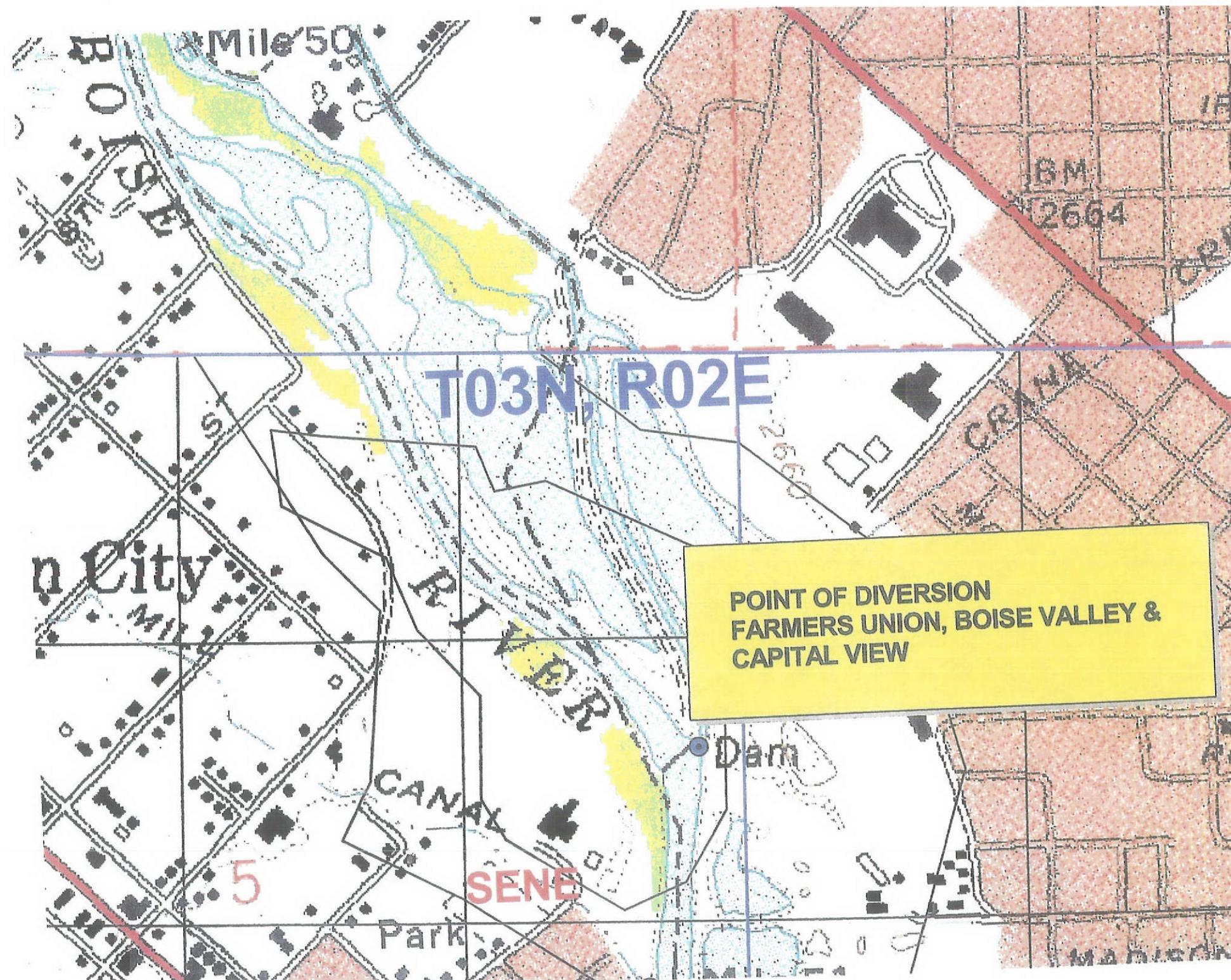


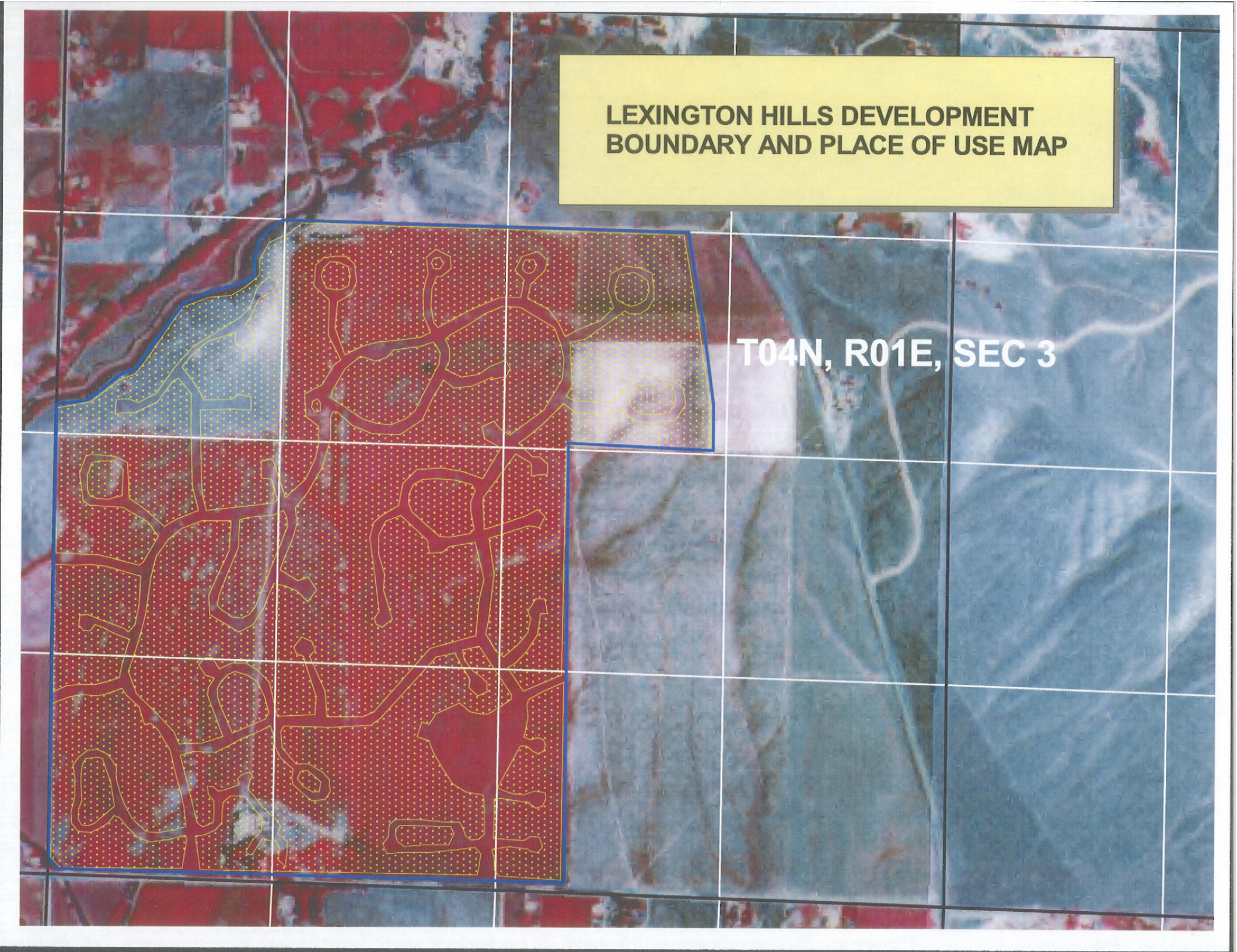


An aerial photograph of a suburban development. A large area in the center-left is outlined with a blue boundary. This area is filled with a red stippled pattern, indicating a specific land use. Within this red area, there are several circular and irregular shapes, possibly representing parks or undeveloped lots. To the right of the blue boundary, there is a road and another area with a red stippled pattern. Further to the right, the terrain is more rugged and less developed, with some scattered buildings and roads. The overall image is a composite of different land use zones and natural features.

**LEXINGTON HILLS DEVELOPMENT
BOUNDARY AND PLACE OF USE MAP**

**LEXINGTON HILLS DEVELOPMENT
BOUNDARY AND PLACE OF USE MAP**

T04N, R01E, SEC 3



203 WARRANTY DEED

Printed and for sale by Sigma-York Company, Boise

BOOK 404 PAGE 68

THIS INDENTURE, Made this 20th day of June

in the year of our Lord one thousand nine hundred and fifty-five

MARY LOUISE DAPMA

of Boise, County of Ada, State of Idaho

the party of the first part, and

FRANCES DAPMA

of Boise, County of Ada, State of Idaho

the party of the second part.

WITNESSETH That the said party of the first part, for and in consideration of the sum of TEN AND NO/100 DOLLARS.

lawful money of the United States of America, and other good and valuable consideration of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, and to her heirs and assigns forever all of the following described real estate, situated in County of Ada, State of Idaho, to-wit:

An undivided one fourth interest in and to:

The south half of the northeast quarter (SE1/4); the southeast quarter of the northwest quarter (SE1/4NW1/4); the southwest quarter (SW1/4); and the northeast quarter (NE1/4) of Section 3, Tp. 4 N., R. 1 E., all in Ada County, Idaho, excepting all rights of way heretofore granted, and except that portion described in that certain Warranty deed, dated December 30, 1947, recorded December 31, 1947, in the office of the County Recorder of Ada County, Idaho, in Book 312 of Deeds, at page 203;

Together with all water rights, ditch and ditch rights, and the irrigation pumping plants thereunto belonging and used in connection therewith. Said water right consisting principally of 100 inches of what is known as Jacob's water right, being water right #1 from the Boise River, as shown by the decree adjudicating the rights of Boise River, and 80 inches of what is known as the Lewis Right, or right #2, from the Boise River, as shown by the decree adjudicating the priority of right from the Boise River into the canal known as the Farmer's Union Ditch, operated by Farmer's Union Ditch Company, Inc.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to her heirs and assigns forever, and the said party of the first part, and her heirs, the said premises in the quiet and peaceable possession of the said party of the second part, her heirs and assigns, against the said party of the first part, and her heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

BOOK 401 PAGE 60

IN WITNESS WHEREOF, The said part y^e of the first part has hereunto set her hand
the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Paul Boyd

Mary Louise Popma

[Seal]

[Seal]

[Seal]

STATE OF IDAHO

County of ALTA

On this 20th day of June

in the year 1955, before me

she undersigned

Notary Public

in and for said State, personally appeared MARY LOUISE POPMA

known to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that she 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.

Paul Boyd

Notary Public for the State of Idaho,
Residing at Boise Idaho

978925

No.

WARRANTY DEED

Mary Louise Popma

TO

Ann Frances Popma

Dated June 20, 1955

STATE OF IDAHO

County of ALTA

I hereby certify that this instrument was filed

Paul Boyd

June 23, 1955

day of June, A.D. 1955

in the office of the County Clerk in Book

41, page 239

at page

Ann Frances

By *Paul Boyd*

Notary Public

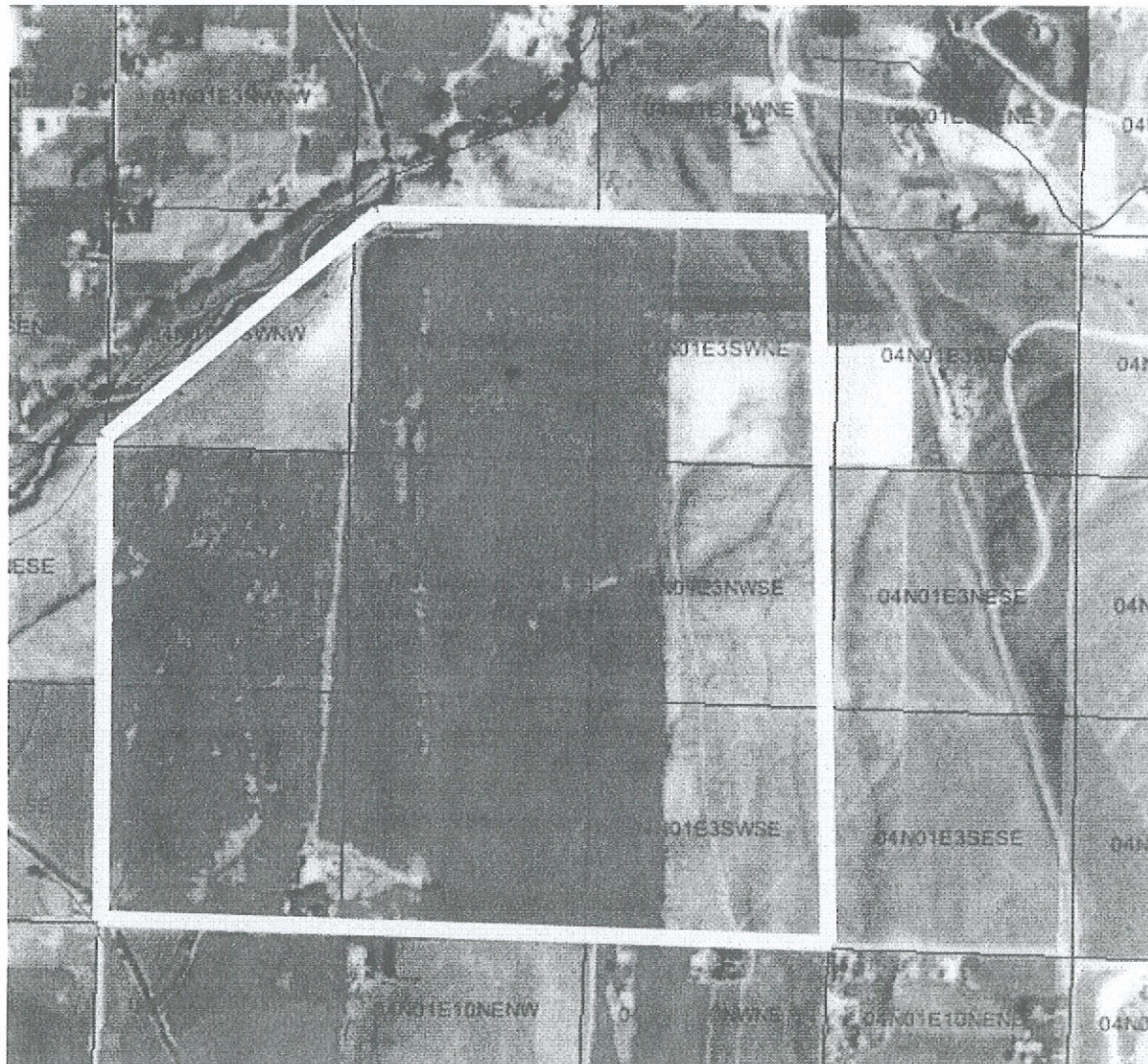
Notary Public for the State of Idaho,
Residing at Boise, Idaho

Notary Public

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile.

The outlines shows the approximate location of the Lexington Hills Subdivision all within Section 3, Twp 4N Rge 1E, B.M.



Last Name _____ Ident. Number _____

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS**

In Re SRBA

Case 39576

A. Subcase 63-123G

(Insert water right number)

**STANDARD FORM 1
OBJECTION**

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: Lexington Hills Homeowners AssociationAddress: 2354 N Stonecrest PlaceEagle, ID 83616Daytime Phone: (208) 336-0700

Name & Address of Attorney, if any:

John K. SimpsonBarker Rosholt and SimpsonPO Box 2139, Boise, ID 83701-2139

C. CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name: Lexington Hills Homeowners AssociationAddress: 2354 N Stonecrest PlaceEagle, ID 83616

D. I object to the following elements as recommended in the Director's Report. (Please check the appropriate box(es)):

1. ☐ **Name and Address**
Should be: _____
2. ☐ **Source**
Should be: _____
3. ☒ **Quantity**
Should be: 4.605 cfs
4. ☐ **Priority Date**
Should be: _____
5. ☐ **Point of Diversion**
Should be: _____
6. ☐ **Instream Flow Beginning and Ending Point**
Should be: _____
7. ☐ **Purpose(s) of Use**
Should be: _____
8. ☐ **Period of Year**
Should be: _____
9. ☒ **Place of Use**
Should be: 230.25 acres of irrigation within Lexington Hills Subdivision
10. **I object because:**
 - ☐ This water right should not exist.
 - ☐ This water right was not recommended, but should be recommended with the elements described above.

E. **REASONS SUPPORTING OBJECTION(S):**

Claimant/Objector recognizes this water right was originally decreed at 1 miners inch (0.02 cfs) per acre. Claimant has the exclusive delivery system and obligation to provide water under this water right to the irrigated lands of the Lexington Hills Subdivision. This water right should be decreed in its entirety to Claimant/Objector Lexington Hills Homeowners Association.

F.

VERIFICATION (Must be Completed)

State of Idaho)
County of Ada) ss.

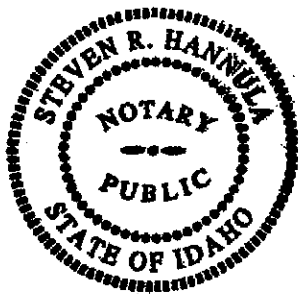
John K. Simpson, duly sworn, upon oath, deposes and says:
(Name of person filing objection)

That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

Signature of person filing objection

[Signature]
Attorney signing in representative capacity

Subscribed and sworn to before me on: April 20, 2006



[Signature]
Notary Public for ID-6
Residing at: Boise, ID
My Commission expires: Aug 18, 2011

INSTRUCTIONS FOR MAILING

You must mail the objection, to the Clerk of the Court. **FAX filings will not be accepted.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

G. CERTIFICATE OF MAILING

I certify that on April 20, 2006, I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

2. One copy to the claimant of the water right at the following address:

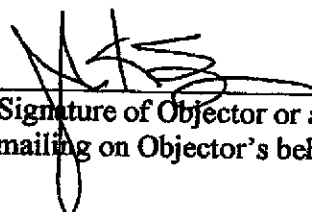
Name: Lexington Hills Homeowners Association
Address: 2354 N Stonecrest Place
Eagle, ID 83616

3. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

Chief, Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise, ID 83711-4449

United States Department of Justice
Environment and Natural Resources Division
550 West Fort Street, MCS 033
Boise, ID 83724



Signature of Objector or attorney
mailing on Objector's behalf

06/15/2005

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-123G

NAME AND ADDRESS: LEXINGTON HILLS HOMEOWNERS ASSOCIATION
2354 N STONECREST PLACE
EAGLE ID 83616

SOURCE: BOISE RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 2.150 CFS

PRIORITY DATE: 06/01/1864

POINT OF DIVERSION:
T03N R02E S5 NESENE Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	2.150 CFS
Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only as authorized by the Water District 63 Water Master and only when water is being released for flood control by the United States from the Lucky Peak Dam outlet under procedures and requirements for the Memorandum of Agreement between the U.S. Department of the Army and the U.S. Department of the Interior for Flood Control Operations of the Boise River Reservoirs, dated November 20, 1953, the Water Control Manual for Boise River Reservoir dated April 1985 and any future amendments or revisions made thereto pursuant to state or federal procedures or law; provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir, Lake Lowell, Arrowrock Reservoir, and/or Anderson Ranch Reservoir, as decreed in SRBA Case No. 39576.		

PLACE OF USE:

107.6 ACRES TOTAL

The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 107.6 ACRES WITHIN THE BOUNDARY OF THE LEXINGTON HILLS SUBDIVISION.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF
DIVERSION DESCRIBED ABOVE: 63-120G, 63-123C, 63-123D, 63-123E,
63-123F, 63-124Q, 63-125J, 63-126F, 63-165M, 63-198AG, 63-248, 63-297,
63-2360, 63-21729, 63-18700, 63-31832, 63-31937

Right includes accomplished change in place of use pursuant to Section
42-1425, Idaho Code.

WATER IS DELIVERED THROUGH THE FARMERS UNION CANAL

THIS RIGHT IS DESIGNATED AS NO 2 IN THE STEWART DECREE AND THE
BOISE RIVER WATER MASTERS RECORDS

Right includes accomplished change in point of diversion pursuant to Section
42-1425, Idaho Code.



ERO Resources Corp.
3314 Grace Street
Boise, ID 83703-5836
(208) 373-7983
Fax: 373-7985
Denver • Boise • Durango
www.eroresources.com
eroboise@eroresources.com

RECEIVED

JUN 22 2005

WATER RESOURCES
WESTERN REGION

June 22, 2005

Mr. Mel Schulte
Western Region Office
Idaho Department of Water Resources
2735 Airport Way
Boise, ID 83705-5082

Re: Notice of Error for Claim to Water Right 63-123G

Dear Mel:

Attached is a Notice of Error for the proposed recommendation of claim 63-123G in the name of Lexington Hills Homeowners Association. The Notice of Error is supported by a narrative description of the portions of the recommendation the Homeowners disagree with, why they disagree and what the Homeowners believe should be recommended to the SRBA Court. There are also 3 Exhibits attached to the narrative.

Please let me know if you have questions about any of this material or if there is additional information you would like to review in preparing the recommendation of this claim for the Director's Report. I would be happy to meet with you or others if it would be helpful to answer questions about the recommendation of this right.

Yours truly,

David B. Shaw

Enc.

cc: Dale Conder
John Simpson

05/12/2005

**NOTICE OF ERROR
REPLY**

RECEIVED

JUN 22 2005

**WATER RESOURCES
WESTERN REGION**

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: June 24, 2005

Water right number: 63-123G

LEXINGTON HILLS HOMEOWNERS ASSOCIATION
2354 N STONECREST PLACE
EAGLE ID 83616
Telephone Number: (208) 364-8624

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

Please see attached.

2. Describe the changes you wish to make in the proposed recommendation:

Please see attached.

3. Give a brief explanation as to why you disagree with these portions:

Please see attached.

____ I AGREE with this proposed recommendation: no changes need to be made.

DATE: 6/22/05

SIGNATURE: _____

Please print your name: John K. Simpson

IDWR Regional Office, 2735 Airport Wy, Boise, ID 83705, 2083342190

Lexington Hills Homeowners Association
Notice of Error Reply
Water Right Number 63-123G
June 24, 2005

1. Lexington Hills Homeowners Association (Homeowners) disagree with the proposed recommendation of the quantity of water, the place of use and number of irrigated acres, and the "Sliding Scale" administrative provision that would result in this right being cut 25 percent and 40 percent prior to the curtailment of junior water rights from the Boise River.

2. The total quantity of water to be recommended for this water right should be 4.6046 cfs. This includes the quantity of water proposed to be recommended in water rights 63-123D, 63-123F and 63-123G.

Likewise, the place of use for this water right should include the place of use proposed to be recommended for 63-123D and 63-123G. The total irrigated acreage should be recommended as 254.26 acres for this water right.

The "Sliding Scale" administrative provision should not apply to this water right.

3. Lexington Hills, Inc. is the successor in interest of East Hills Development, LLC to the land and water in claim to water right 63-123D. The deeds attached as Exhibit 1 evidence the transfer of this property to Lexington Hills, Inc. and are silent with regard to appurtenant water rights. Section 42-1402, Idaho Code, then requires the water rights, if any, appurtenant to the land be transferred with the land to Lexington Hills, Inc.

Irrespective of the resolution of the water right ownership issue between Lexington Hills, Inc. and the Homeowners, East Hills Development, LLC transferred any ownership it had to water right 63-123D to Lexington Hills, Inc. when it transferred ownership of the land on April 24, 1998 and March 24, 1999 as shown on Exhibit 1.

Lexington Hills, Inc. deeded the common areas throughout the Lexington Hills Subdivision, Lexington Hills East and Lexington on the Rim to the Homeowners. In the first six of those deeds, attached as Exhibit 2, Lexington Hills, Inc. also deeded 2.388 cfs of "Jacobs water" as water right 63-123 is frequently referenced. Once again, the deed records clearly show the Homeowners are the owners of at least 2.388 cfs of water right 63-123 that should be recommended to the Homeowners as water right 63-123G.

Exhibit 3 includes deeds from Lexington Hills, Inc. to the Homeowners for the common area and easements in Lexington Hills East Subdivisions 1 and 2. These deeds state clearly the intent of Lexington Hills, Inc. for the Homeowners to not only hold the common areas but also own, operate and maintain the irrigation system for the subdivisions. We believe this also means the place of use for the Homeowners water right must include that portion of the subdivision comprised of Lexington Hills East Subdivisions 1 and 2.

As between the Homeowners and Lexington Hills, Inc., the Homeowners are the owners of the common areas and the irrigation system. The entire 4.6046 cfs has been delivered to and distributed by the irrigation system owned and operated by the Homeowners for the benefit of the subdivision. We have not been shown a basis for the ownership of any portion of water right 63-123 by Lexington Hills, Inc. We therefore believe all of those portions of water right 63-123 represented by proposed recommendations for 63-123D, 63-123F and 63-123G should be recommended in the name of the Homeowners.

Finally, the "Sliding Scale" administrative provision should not apply to any of water right 63-123. Since 1939 the Boise River Watermaster has delivered water right 63-123 during times of shortage without making "Sliding Scale" cuts to this right. There is no basis to diminish this water right by now subjecting the right to the 25 and 40 percent cuts in the "Sliding Scale" administrative provision.

EXHIBIT 1



A Pioneer Company

PIONEER TITLE COMPANY
OF ADA COUNTY

821 West State Street / Boise, Idaho 83702-5836 / Telephone (208) 336-6700

P.107352 JB/HEH

REVIEWED AND APPROVED BY: _____

WARRANTY DEED
(INDIVIDUAL)

FOR VALUE RECEIVED EAST HILLS DEVELOPMENT, LLC, an Idaho limited liability company

Grantor, does hereby grant, bargain, sell and convey unto LEXINGTON HILLS, INC., an Idaho corporation

the Grantee, whose current address is:
the following described real property in ADA County, State of Idaho, more particularly described as follows, to-wit:
SEE THE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION, WHICH BY THIS REFERENCE IS INCORPORATED HEREIN.

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1998 AP 24 PM 4:14

PIONEER TITLE
RECORDED - REQUEST OF
FEE 6.00 DEPUTY C. Harwood
98039131

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (includes irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: April 22, 1998

EAST HILLS DEVELOPMENT, LLC

BY: Bert Bradley, Member

BY: Dave Roylance, Member

ACKNOWLEDGEMENT - Limited Liability Company

STATE OF IDAHO, County of Ada, ss.

On April 22, 1998, in the year of 1998, before me, J. David Navarro, a notary public, personally appeared Bert Bradley and Dave Roylance, known or identified to me as the member(s)/manager(s) in a limited liability company, EAST HILLS DEVELOPMENT, LLC, and the member(s)/manager(s) who subscribed said limited liability company name in the foregoing instrument, and acknowledged to me that they executed the same in said limited liability company name.

Notary Public: J. David Navarro
Residing at: Boise, Idaho
My Commission Expires: March 17, 1999

EXHIBIT A

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF EAGLE, ADA COUNTY, IDAHO, DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND BRASS CAP MONUMENTING THE SOUTH QUARTER CORNER OF SAID SECTION 3 AND THE CENTERLINE OF EAST FLOATING FEATHER ROAD, FROM WHICH A FOUND BRASS CAP MONUMENTING THE SOUTHEAST CORNER OF SAID SECTION 3 BEARS SOUTH 89 DEGREES 44'33" EAST A DISTANCE OF 2659.37 FEET;
THENCE ALONG SAID SECTION LINE SOUTH 89 DEGREES 44'33" EAST A DISTANCE OF 865.31 FEET TO A POINT;
THENCE LEAVING SAID SECTION LINE NORTH 00 DEGREES 15'27" EAST A DISTANCE OF 30.00 FEET TO A FOUND BRASS CAP ON THE NORTHERLY RIGHT-OF-WAY OF SAID EAST FLOATING FEATHER ROAD. SAID BRASS CAP BEING THE POINT OF BEGINNING.
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 89 DEGREES 44'33" WEST A DISTANCE OF 482.38 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF LEXINGTON HILLS SUBDIVISION NO. 5 (A RECORDED SUBDIVISION ON FILE IN BOOK 64 OF PLATS AT PAGES 6511 THROUGH 6515, RECORDS OF ADA COUNTY, IDAHO), (FROM WHICH A FOUND BRASS CAP BEARS SOUTH 89 DEGREES 34'45" WEST A DISTANCE OF 0.27 FEET);
THENCE ALONG THE EASTERLY BOUNDARY OF SAID LEXINGTON HILLS SUBDIVISION NO. 5, NORTH 00 DEGREES 25'20" WEST A DISTANCE OF 1343.45 FEET TO A SET STEEL PIN;
THENCE LEAVING SAID EASTERLY BOUNDARY SOUTH 87 DEGREES 37'00" EAST A DISTANCE OF 115.04 FEET TO A SET STEEL PIN;
THENCE NORTH 73 DEGREES 43'00" EAST A DISTANCE OF 52.70 FEET TO A SET STEEL PIN;
THENCE SOUTH 88 DEGREES 19'00" EAST A DISTANCE OF 93.50 FEET TO A SET STEEL PIN;
THENCE NORTH 88 DEGREES 39'00" EAST A DISTANCE OF 164.94 FEET TO A SET STEEL PIN;
THENCE SOUTH 83 DEGREES 47'00" EAST A DISTANCE OF 179.06 FEET TO A SET STEEL PIN;
THENCE SOUTH 47 DEGREES 58'33" EAST A DISTANCE OF 80.30 FEET TO A SET STEEL PIN;
THENCE NORTH 89 DEGREES 24'00" EAST A DISTANCE OF 193.16 FEET TO A SET STEEL PIN ON THE WESTERLY RIGHT OF WAY OF STATE HIGHWAY 55;
THENCE ALONG SAID WESTERLY RIGHT OF WAY SOUTH 01 DEGREE 10'55" WEST A DISTANCE OF 1233.18 FEET TO A FOUND STEEL PIN;
THENCE SOUTH 45 DEGREES 43'19" WEST A DISTANCE OF 71.27 FEET TO A FOUND STEEL PIN, SAID PIN BEING ON THE NORTHERLY RIGHT OF WAY OF SAID EAST FLOATING FEATHER ROAD;
THENCE ALONG SAID NORTHERLY RIGHT OF WAY, NORTH 89 DEGREES 44'33" WEST A DISTANCE OF 285.70 FEET TO A FOUND STEEL PIN;
THENCE SOUTH 00 DEGREES 15'16" WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

END OF LEGAL DESCRIPTION

W99-23

QUITCLAIM DEED

For value received, EAST HILLS DEVELOPMENT, LLC, an Idaho Limited Liability Corporation, does hereby convey, release, remise and forever quit claim unto LEXINGTON HILLS, INC., the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED
HEREIN AS IF SET FORTH IN FULL

TOGETHER WITH THEIR APPURTENANCES.

DATED this 22nd day of March, 1999

EAST HILLS DEVELOPMENT, LLC

By: 

STATE OF IDAHO)

SS.

County of Ada)

On this 22nd day of March, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane Steckle, known or identified to me to be a Member of EAST HILLS DEVELOPMENT, LLC, executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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




NOTARY PUBLIC FOR IDAHO

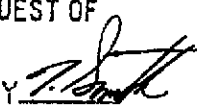
Residing at Meridian, ID

My Commission Expires: 6/22/2000

TRANSACTION TITLE & ESCROW

RECORDED - REQUEST OF

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

FEE 6⁰⁰ DEPUTY 

1999 MR 24 PM 12:33

99028323

A TRACT OF LAND SITUATED IN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF EAGLE, ADA COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MONUMENTING THE SOUTHEAST CORNER OF SAID SECTION 3 AND THE CENTERLINE OF EAST FLOATING FEATHER ROAD, THEN ALONG THE SOUTHERLY LINE OF SAID SECTION 3 SAID LINE ALSO BEING THE CENTERLINE OF SAID FLOATING FEATHER ROAD NORTH 89°-44'-33" WEST A DISTANCE OF 2659.37 FEET TO A FOUND BRASS CAP MONUMENTING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 3, THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID SECTION 3, AND THE CENTERLINE OF SAID FLOATING FEATHER ROAD SOUTH 89°-44'-33" EAST A DISTANCE OF 383.35 FEET TO A POINT, THENCE LEAVING SAID SOUTHERLY LINE AND ALONG THE WESTERLY LINE OF LEXINGTON HILLS EAST SUBDIVISION NO. 1 (A RECORDED SUBDIVISION ON FILE IN BOOK 77 OF PLATS AT PAGES 8022 THROUGH 8025 RECORDS OF ADA COUNTY IDAHO) SAID LINE ALSO BEING THE EASTERLY BOUNDARY OF LEXINGTON HILLS SUBDIVISION NO. 5 (A RECORDED SUBDIVISION ON FILE IN BOOK 64 OF PLATS AT PAGES 8511 THROUGH 8515 RECORDS OF ADA COUNTY, IDAHO) NORTH 00°-25'-20" EAST A DISTANCE OF 1373.45 FEET TO A FOUND STEEL PIN MONUMENTING THE NORTHEAST CORNER OF SAID LEXINGTON HILLS EAST SUBDIVISION NO. 1, SAID PIN BEING THE POINT OF BEGINNING.

THENCE LEAVING THE WESTERLY BOUNDARY OF SAID LEXINGTON HILLS EAST SUBDIVISION NO. 1 AND CONTINUING ALONG THE EASTERLY BOUNDARY OF SAID LEXINGTON HILLS SUBDIVISION NO. 5 AND ALONG THE EASTERLY BOUNDARY OF LEXINGTON HILLS SUBDIVISION NO. 6 (A RECORDED SUBDIVISION ON FILE IN BOOK 65 OF PLATS AT PAGES 6615 THROUGH 6619 RECORDS OF ADA COUNTY, IDAHO) NORTH 00°-25'-20" WEST A DISTANCE OF 1243.34 FEET TO A FOUND STEEL PIN MONUMENTING THE NORTHEAST CORNER OF SAID LEXINGTON HILLS SUBDIVISION NO. 5 AND THE SOUTHWEST CORNER OF LEXINGTON HILLS SUBDIVISION NO. 12 (A RECORDED SUBDIVISION ON FILE IN BOOK 77 OF PLATS AT PAGES 8120, 8121 AND 8122, RECORDS OF ADA COUNTY, IDAHO); THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LEXINGTON HILLS SUBDIVISION NO. 12 SOUTH 89°-44'-33" EAST A DISTANCE OF 847.99 FEET TO A FOUND ALUMINUM CAP, SAID MONUMENT BEING ON THE WESTERLY RIGHT-OF-WAY OF REALIGNED STATE HIGHWAY 55;

THENCE LEAVING SAID SOUTHERLY BOUNDARY AND ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES:

SOUTHEASTERLY 616.58 FEET ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 11389.16 FEET, A CENTRAL ANGLE OF 03°-06'-07", A CHORD BEARING OF SOUTH 01°-54'-49" EAST AND A CHORD DISTANCE OF 616.51 FEET TO A FOUND HIGHWAY MONUMENT;
THENCE SOUTH 00°-31'-18" EAST A DISTANCE OF 301.90 FEET TO A FOUND HIGHWAY MONUMENT;
THENCE SOUTH 01°-10'-55" WEST A DISTANCE OF 375.76 FEET TO A FOUND STEEL PIN MONUMENTING THE NORTHWEST CORNER OF SAID LEXINGTON HILLS EAST SUBDIVISION NO. 1;

THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE NORTHERLY BOUNDARY OF SAID LEXINGTON HILLS EAST SUBDIVISION NO. 1 THE FOLLOWING COURSES:

SOUTH 89°-24'-00" WEST A DISTANCE OF 193.16 FEET TO A FOUND STEEL PIN, SAID PIN BEING ON THE EASTERLY RIGHT-OF-WAY OF N. PRESTWICK WAY;
THENCE NORTH 47°-58'-33" WEST A DISTANCE OF 80.30 FEET TO A FOUND STEEL PIN, SAID PIN BEING ON THE WESTERLY RIGHT-OF-WAY OF SAID N. PRESTWICK WAY;
THENCE NORTH 83°-47'-00" WEST A DISTANCE OF 179.06 FEET TO A FOUND STEEL PIN;
THENCE SOUTH 86°-39'-00" WEST A DISTANCE OF 164.94 FEET TO A FOUND STEEL PIN;
THENCE NORTH 88°-19'-00" WEST A DISTANCE OF 93.69 FEET TO A FOUND STEEL PIN, SAID PIN BEING ON THE EASTERLY RIGHT-OF-WAY OF N. MANSFIELD PLACE;
THENCE SOUTH 73°-42'-51" WEST A DISTANCE OF 52.69 FEET TO A FOUND STEEL PIN, SAID PIN BEING ON THE WESTERLY RIGHT-OF-WAY OF SAID N. MANSFIELD PLACE;
THENCE NORTH 87°-37'-00" WEST A DISTANCE OF 114.82 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 24.72 ACRES, MORE OR LESS.

EXHIBIT 2

9² 30797
Re-record
ADA COUNTY, ID. FOR *Georgia Mackley*
J. DAVID NAVARRO
RECORDER BY *Jackson*
900
'92 MAY 13 PM 2:44
DEED

9² 30315
ADA COUNTY, ID. FOR *Georgia Mackley*
J. DAVID NAVARRO
RECORDER BY *Jackson*
1500
'92 MAY 12 AM 11:43

LEXINGTON HILLS, INC., an Idaho corporation, with its principal office at 2417 Bank Drive, Suite 101, Boise, Idaho 83705, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its offices at 2417 Bank Drive, Suite 101, Boise, Idaho 83705, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in Ada County, State of Idaho:

Lot 1, Block 1; Lots 1, 3 and 17, Block 2; Lot 1, Block 3; Lots 3 and 15, Block 5; Lots 1 and 16, Block 7; and Lot 1, Block 8 of Lexington Hills Subdivision No. 1, according to the official plat thereof on file in the office of the County Recorder of Ada County, Idaho, in Book 59 of Plats at pages 5802 through 5804;

TOGETHER WITH a nonexclusive perpetual easement on and over the surface of Lot 2, Block 3, of Lexington Hills Subdivision No. 1, for use and enjoyment of its members as park and open space, subject to the requirements for well lots set forth in IDAPA 16.01.8601;

TOGETHER WITH a nonexclusive easement ten (10) feet wide, inside the boundary of each Lot and Common Area of Lexington Hills Subdivision No. 1 adjacent to the right-of-way, as shown on the plat thereof, for construction, maintenance and repair of a pressurized pipe irrigation system to be owned and operated by the Association;

TOGETHER WITH 30.60 miners inches of Jacob's water and 0.81 miners inch of Developed water, for purposes of irrigating Lexington Hills Subdivision No. 1, delivered by the Farmers Union Canal Company during the irrigating season;

SUBJECT TO an easement reserved unto the Grantor, its successors and assigns for installation and maintenance of an underground water line over and across a 20-foot wide tract of

land being a portion of Lots 1 and 2, Block 3 of Lexington Hills Subdivision (a recorded subdivision on file in Book 59 of Plats, at pages 5802, 5803 and 5804, Records of Ada County, Idaho) situated in the Southwest 1/4 of the Southwest 1/4 of Section 3, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, said tract being 10 feet each side of the following described centerline: Commencing at a found aluminum cap monumenting the south 1/4 Corner of said Section 3, thence North 89 degrees 44' 43" West, a distance of 2680.44 feet to a found brass cap monumenting the Southwest Corner of said Section 3, thence North 33 degrees 40' 43" East a distance of 526.93 feet to a set steel pin, said pin being the radius point of said Lot 2, said point also being the POINT OF BEGINNING. Thence North 76 degrees 36' 30" East a distance of 103.96 feet to a point on the westerly right-of-way of Stonybrook Court, said point being the terminus of this description;

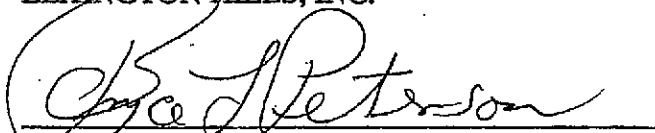
SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded February 20, 1992, as Instrument No. 9209714, records of Ada County, Idaho; and

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments, for the year 1992.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attached by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the 7th day of May, 1992.

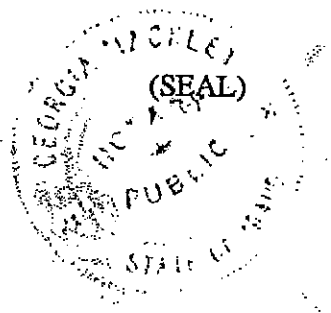
LEXINGTON HILLS, INC.


By: Bryce L. Peterson, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 7th day of May, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Bryce L. Peterson, known or identified to me to be the President of Lexington Hills, Inc., who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Bonnie, Id.
My Commission Expires: 6/20/94

9240025
RE-RE-RECORD
ADA COUNTY, ID. FOR MACKLEY
J. DAVID NAVARRO
RECORDER BY Shade
92 JUN 18 PM 2 00 900

9326526

Lexington Hills,

ADA COUNTY, ID. FOR

J. DAVID NAVARRO

RECORDER

BY

J. Davidson

9.00

'93 APR 13 AM 11 51

DEED

LEXINGTON HILLS, INC., an Idaho Corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, ID 83616, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, ID 83616, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in

Ada County, State of Idaho:

LOT 26 AND 31, BLOCK 5 OF LEXINGTON HILLS SUBDIVISION NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF ADA COUNTY, IDAHO, IN BOOK 62 OF PLATS AT PAGES 6152 THROUGH 6154.

TOGETHER WITH a nonexclusive easement ten (10) feet wide, inside the boundary of each Lot and Common Area of Lexington Hills Subdivision No. 2 adjacent to the right-of-way, as shown on the plat thereof, for construction, maintenance and repair of a pressurized pipe irrigation system to be owned and operated by the Association;

TOGETHER WITH 7.30 miners inches of Jacob's water and 0.19 miners inch of Developed water, for purposes of irrigating Lexington Hills Subdivision No. 2 by the Farmers Union Canal Company during the irrigating season;

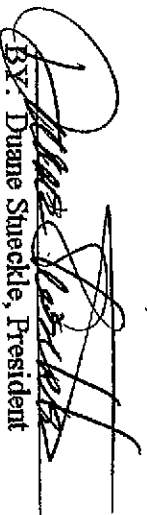
SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded February 20, 1992, as Instrument No. 9209714 and Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Lexington Hills Subdivision No. 2, recorded February 26, 1993 as Instrument No. 9314234, records of Ada County, Idaho; and

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments for the year 1993.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attached by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the 12th day of April, 1993.

LEXINGTON HILLS, INC.


BY: Duane Stueckle, President

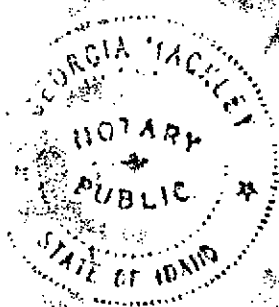
STATE OF IDAHO)

:ss.

County of Ada)

On this 12th day of April, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane Stueckle, known or identified to me to be the President of Lexington Hills, Inc. who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at Boise, Id
My Commission Expires: 6/20/94

9328268

ADA COUNTY, IDAHO

J. DAVID NAVARRO

RECORDER

BY

Quaborn

Geo

DEED

'93 APR 20 AM 11 40

LEXINGTON HILLS, INC., an Idaho Corporation, with its principal office at 1815

E. Stonybrook Court, Eagle, ID 83616, the "Grantor", hereby conveys or grants and

warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho

non-profit corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, ID

83616, the "Grantee", sometimes also referred to herein as the "Association", for the sum of

One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in

Ada County, State of Idaho:

LOT 52, BLOCK 5 OF LEXINGTON HILLS
SUBDIVISION NO. 3, ACCORDING TO THE
OFFICIAL PLAT THEREOF ON FILE IN THE
OFFICE OF THE COUNTY RECORDER OF ADA
COUNTY, IDAHO, IN BOOK 62 OF PLATS AT
PAGES 6170 THROUGH 6171.

TOGETHER WITH a nonexclusive easement ten (10)
feet wide, inside the boundary of each Lot and Common
Area of Lexington Hills Subdivision No. 3 adjacent to the
right-of-way, as shown on the plat thereof, for
construction, maintenance and repair of a pressurized
pipe irrigation system to be owned and operated by the
Association;

TOGETHER WITH 4.50 miners inches of Jacob's water
and .12 miners inch of Developed water, for purposes of
irrigating Lexington Hills Subdivision No. 3 by the
Farmers Union Canal Company during the irrigating
season;

SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded February 20, 1992, as Instrument No. 9209714, Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Lexington Hills Subdivision No. 2, recorded February 26, 1993 as Instrument No. 9314234, and Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Lexington Hills Subdivision No. 3 recorded April 13, 1993 as Instrument No. 9326525, records of Ada County, Idaho; and

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments for the year 1993.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attached by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the 13th day of April, 1993.

LEXINGTON HILLS, INC.


BY: Duane Stueckle, President

STATE OF IDAHO)

County of Ada)
:ss.

On this 13th day of April, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane Stueckle, known or identified to me to be the President of Lexington Hills, Inc. who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at Boise, Idaho
My Commission Expires: 6/20/94

94017553

Lexington Hills Inc

ADA CO. RECORDER

J. DAVID NAVARRO

BOISE ID

'94 FEB 25 PM 1 33

FEE 9.00 DEP *Klaus*
RECORDED AT THE REQUEST OF

July 29, 1993
Project No. 1360

Legal Description
Lexington Hills Subdivision Phase 4
20 Foot Wide Utility Easement

Commencing at a found aluminum cap monumenting the Southeast Corner of the Southwest 1/4 of Section 3, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, thence along the southerly line of said Southwest 1/4, said line also being the centerline of Floating Feather Road North 89°-44'-43" West a distance of 2680.44 feet to a found brass cap monumenting the Southwest Corner of said Section 3, thence leaving said southerly line and along the westerly line of said Southwest 1/4, said line also being the westerly boundary and the southerly extension thereof, of Lexington Hills Subdivision No. 1 (a recorded subdivision on file in Book 39 of Plats at Pages 5802, 5803, and 5804, Records of Ada County, Idaho) North 00°-00'-04" East a distance of 1291.25 feet to a found iron pipe, said pipe being the point of beginning of Lexington Hills Subdivision No. 4 (a recorded subdivision on file in Book 62 of Plats at Pages 6269, 6270, and 6271, Records of Ada County, Idaho). Thence continuing along the westerly line of said Southwest 1/4, said line also being the westerly boundary of said Lexington Hills Subdivision No. 4 North 00°-00'-04" East a distance of 978.52 feet to a found steel pin. Thence leaving said westerly line and along the lot line common to Lots 9 and 10, Block 15 of said Lexington Hills No. 4 North 80°-58'-00" East to a found steel pin westerly right-of-way of E. Highgate Court. Thence leaving said right-of-way North 90°-00'-00" East a distance of 40.00 feet to a found steel pin on the easterly right-of-way of E. Highgate Court, said pin being the POINT OF BEGINNING.

Thence North 64°-17'-31" East a distance of 65.62 feet to a point,
Thence along a curve to the right a distance of 20.58 feet, said curve having a radius of 50.00 feet, a central angle of 23°-34'-41" a chord bearing North 13°-55'-08" West a chord distance of 20.43 feet to a point,
Thence South 64°-17'-31" West a distance of 60.17 feet to a point on the easterly right-of-way of E. Highgate Court,
Thence along said easterly right-of-way South 00°-00'-00" East a distance of 22.20 feet to the point of beginning.

The above tract of land described contains 0.29 acres, more or less.

DEED

LEXINGTON HILLS, INC., an Idaho corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, Idaho 83616, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its offices at 1815 E. Stonybrook Court, Eagle, Idaho 83616, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in Ada County, State of Idaho:

Lot 1, Block 15 of Lexington Hills Subdivision No. 4, according to the official plat thereof on file in the office of the County Recorder of Ada County, Idaho, in Book 62 of Plats at pages 6269 through 6271;

TOGETHER WITH a nonexclusive perpetual easement hereby granted on and over the surface of Lot 2, Block 15, of Lexington Hills Subdivision No. 4, for use and enjoyment of its members as park and open space, subject to the requirements for well lots set forth in IDAPA 16.01.8601;

TOGETHER WITH a nonexclusive easement ten (10) feet wide, inside the boundary of each Lot and Common Area of Lexington Hills Subdivision No. 4 adjacent to the right-of-way, as shown on the plat thereof, for construction, maintenance and repair of a pressurized pipe irrigation system to be owned and operated by the Association;

TOGETHER WITH 32.0 miners inches of Jacob's water and 0.85 miners inch of Developed water, for purposes of irrigating Lexington Hills Subdivision No. 4, delivered by the Farmers Union Canal Company during the irrigating season;

RESERVING unto the Grantor, its successors and assigns, a perpetual easement for installation, maintenance, repair and replacement of an underground water line over and across a 20-foot wide tract of land being a portion of Lot 1, Block 15 of Lexington Hills Subdivision No. 4, more described on Exhibit "A" attached hereto and incorporated herein by this reference;

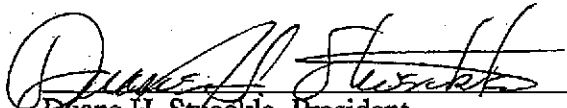
SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded February 20, 1992, as Instrument No. 9209714, and the Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Lexington Hills Subdivision No. 4, filed of record in the Office of the Recorder of Ada County, Idaho; and

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments, for the year 1994.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the 22nd day of February, 1994.

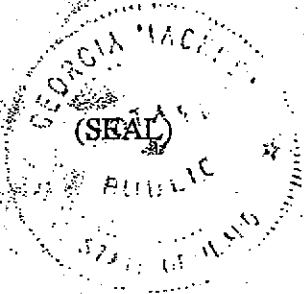
LEXINGTON HILLS, INC.


Duane H. Stueckle, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 22nd day of February, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane H. Stueckle, known or identified to me to be the President of Lexington Hills, Inc., who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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




NOTARY PUBLIC FOR IDAHO
Residing at: Boise, Id
My Commission Expires: 6/20/94

94017555

Lexington Hills, Inc

ADA CO. RECORDER

J. DAVID NAVARRO

BOISE ID

DEED

LEXINGTON HILLS, INC., an Idaho corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, Idaho 83616, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its offices at 1815 E. Stonybrook Court, Eagle, Idaho 83616, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in Ada County, State of Idaho:

Lots 28 and 30, Block 7, Lot 1, Block 17, and Lot 1, Block 18 of Lexington Hills Subdivision No. 5, according to the official plat thereof on file in the office of the County Recorder of Ada County, Idaho, as Instrument No. 14010822;

TOGETHER WITH a nonexclusive easement ten (10) feet wide, inside the boundary adjacent to the public right-of-way, of Lots 28, 30 and 33 through 48, Block 7, Lot 1, Block 17, Lots 1 through 31, Block 18, Lots 1 through 12, Block 19, Lots 1 through 10, Block 20, Lots 1 through 8, Block 21, and Lots 1 through 3, Block 22, of Lexington Hills Subdivision No. 5, as shown on the recorded plat thereof, for construction, maintenance and repair of a pressurized pipe irrigation system to be owned and operated by the Association;

TOGETHER WITH 17.0 miners inches of Jacob's water and 0.44 miners inch of Developed water, for purposes of irrigating the above-referenced lots in Lexington Hills Subdivision No. 5, delivered by the Farmers Union Canal Company during the irrigating season;

RESERVING UNTO GRANTOR, its successors and assigns, a nonexclusive perpetual right-of-way for transportation of water and easement ten feet in width, lying five feet on either side of the irrigation pipeline for irrigation system, including pumps, pipelines and accessories in favor of other users of the irrigation system, their successors and assigns, for delivery of irrigation water through irrigation pipelines within the Common Area of Lexington Hills Subdivision, according to the plats thereof on file in the Office of the Record of Ada County, Idaho;

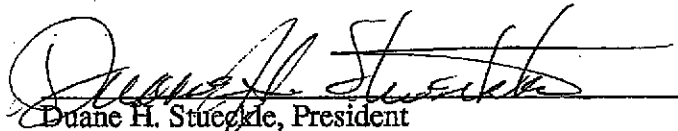
SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded February 20, 1992, as Instrument No. 9209714, and the Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Portions of Lexington Hills Subdivision No. 5 ("Lexington Hills 5"), filed of record in the Office of the Recorder of Ada County, Idaho; and

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments, for the year 1994.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the 22nd day of February, 1994.

LEXINGTON HILLS, INC.

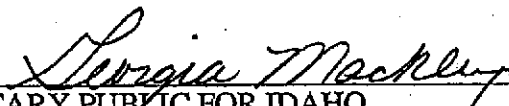

Duane H. Stueckle, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 22nd day of February, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane H. Stueckle, known or identified to me to be the President of Lexington Hills, Inc., who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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




NOTARY PUBLIC FOR IDAHO
Residing at: Boise, Id
My Commission Expires: 6/20/94

DEED

LEXINGTON HILLS, INC., an Idaho corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, Idaho 83616, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its offices at 1815 E. Stonybrook Court, Eagle, Idaho 83616, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in Ada County, State of Idaho:

Lot 11, Block 20, and Lot 4, Block 22 of Lexington Hills Subdivision No. 6, according to the official plat thereof on file in the office of the County Recorder of Ada County, Idaho, in Book 65 of Plats at pages 6615 through 6619;

TOGETHER WITH a nonexclusive easement ten (10) feet wide, inside the boundary of each Lot and Common Area of Lexington Hills Subdivision No. 6 adjacent to the right-of-way, as shown on the plat thereof, for construction, maintenance and repair of a pressurized pipe irrigation system to be owned and operated by the Association;

TOGETHER WITH 28.0 miners inches of Jacob's water and 0.75 miners inch of Developed water, for purposes of irrigating Lexington Hills Subdivision No. 6, delivered by the Farmers Union Canal Company during the irrigating season;

RESERVING UNTO GRANTOR, its successors and assigns, a nonexclusive perpetual right-of-way for transportation of water and easement ten feet in width, lying five feet on either side of the irrigation pipeline for irrigation system, including pumps, pipelines and accessories in favor of other users of the irrigation system, their successors and assigns, for delivery of irrigation water through irrigation pipelines within the Common Area of Lexington Hills Subdivision, according to the plats thereof on file in the Office of the Recorder of Ada County, Idaho;

SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded February 20, 1992, as Instrument No. 9209714, and the Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Lexington Hills Subdivision No. 6, filed of record in the Office of the Recorder of Ada County, Idaho; and

DEED - 2
 <W>lex/deed/homeowners/4.wp/21894

EXHIBIT 3

DEED

LEXINGTON HILLS, INC., an Idaho Corporation, with its principal office at 340 W. State Street, Eagle, ID 83616, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its principal office at 340 W. State Street, Eagle, ID 83616, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in Ada County, State of Idaho:

**Lot 1, Block 1, Lot 1 and 8, Block 2, Lot 1, Block 5,
Lot 1, Block 6 and Lot 1 and 16, Block 7 of
Lexington Hills East Subdivision No. 1, according to the
official plat on file in the office of the County Recorder
of Ada County, Idaho, in Book 77 of plats at pages 8022
through 8025;**

**TOGETHER WITH a nonexclusive easement ten (10)
feet wide, inside the boundary of each Lot and Common
Area of Lexington Hills East Subdivision No. 1 adjacent to
the right-of-way, as shown on the plat thereof, for
construction, maintenance and repair of a pressurized
pipe irrigation system to be owned and operated by the
Association;**

**RESERVING UNTO GRANTOR, its successors and
assigns, a nonexclusive perpetual right-of-way for
transportation of water an easement ten feet in width,
lying five feet on either side of the irrigation pipeline for
irrigation system, including pumps, pipelines and
accessories in favor of other users of the irrigation
system, their successor and assigns, for delivery of
irrigation water through irrigation pipelines within the
Common Area of Lexington Hills Subdivision according
to the plats thereof on file in the Office of the Recorder
of Ada County, Idaho;**

SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded December 29, 1998, as Instrument No. 99003751, Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Lexington Hills East Subdivision No. 1, filed of record in the Office of the Recorder of Ada County, Idaho; and

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments for the year 2001.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attached by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officer the 1st day of June, 2001.

LEXINGTON HILLS, INC.

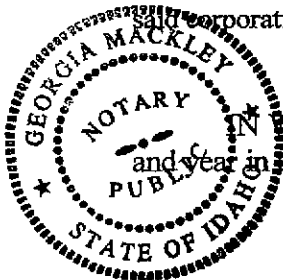
BY: Bert A. Bradley, Vice President

STATE OF IDAHO)

ss.

County of Ada

On this 1st day of June, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Bert A. Bradley, known or identified to me to be the Vice President of LEXINGTON HILLS, INC. executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



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

Georgia Mackley
NOTARY PUBLIC FOR IDAHO

Residing at Eagle, ID

My Commission Expires: 6/22/2006

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO
DEED

2001 JL -2 AM 9:40

RECORDED - REQUEST OF

Lexington Hills
FEE 200 DEPUTY *Deeper*
101065486

LEXINGTON HILLS, INC., an Idaho Corporation, with its principal office at 340 W. State Street, Eagle, ID 83616, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its principal office at 340 W. State Street, Eagle, ID 83616, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in Ada County, State of Idaho:

**Lot 8, 25, 34, Block 3 of Lexington Hills East
Subdivision No. 2, according to the official plat on file in
the office of the County Recorder of Ada County,
Idaho, in Book 78 of plats at pages 8316 through 8319;**

**TOGETHER WITH a nonexclusive easement ten (10)
feet wide, inside the boundary of each Lot and Common
Area of Lexington Hills East Subdivision No. 2 adjacent to
the right-of-way, as shown on the plat thereof, for
construction, maintenance and repair of a pressurized
pipe irrigation system to be owned and operated by the
Association;**

**RESERVING UNTO GRANTOR, its successors and
assigns, a nonexclusive perpetual right-of-way for
transportation of water an easement ten feet in width,
lying five feet on either side of the irrigation pipeline for
irrigation system, including pumps, pipelines and
accessories in favor of other users of the irrigation
system, their successor and assigns, for delivery of
irrigation water through irrigation pipelines within the
Common Area of Lexington Hills Subdivision according
to the plats thereof on file in the Office of the Recorder
of Ada County, Idaho;**

*East 1 + 2
filed under
same #*

SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded August 23, 1999, as Instrument No. 99085279, Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Lexington Hills East Subdivision No. 2, filed of record in the Office of the Recorder of Ada County, Idaho; and

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments for the year 2001.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attached by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officer the 1st day of June, 2001.

LEXINGTON HILLS, INC.

BY: Bert A. Bradley, Vice President

STATE OF IDAHO)

:SS.

County of Ada

On this 1st day of June, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Bert A. Bradley, known or identified to me to be the Vice President of LEXINGTON HILLS, INC. executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



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

NOTARY PUBLIC FOR IDAHO

Residing at Eagle, ID

My Commission Expires: 6/22/2006

MEMORANDUM

**TO: DAVE TUTHILL, JAN SCHURTE, MEL SCHULTE, SUSAN
HAMLIN-NYGARD**

FROM: NICK SPENCER

RE: UNCUTTABLE RIGHTS IN BOISE RIVER

DATE: JUNE 7, 2005

Our decision to place the step-down remark on the Jacobs and Perrault/Johnson rights in order to place the burden on the local legal community to search for the missing court ruling making these two rights "uncuttable" has paid off. Jerry Kiser has provided us an explanation that seems credible to me. Based on this explanation I recommend that the step-down remark be removed from these two rights. Jerry Kiser's analysis is explained below.

The "missing" language is found in the 1909 supreme court decision on appeal of the Stewart Decree, Farmers' Cooperative Ditch Co. v. Riverside Irr. Dist., 16 Idaho 525, 102 P. 481 (1909). This is the case where the supreme court remanded the case back to Judge Stewart for a determination of the duty of water.

On page 536 of that decision, the supreme court expressly addresses the two rights in question, which it notes are listed as "Allotment No. 2" (Jacobs) and "Allotment No. 30" (Perrault and Johnson). It describes the purpose of these rights and notes they are to be remanded for determination of a duty of water, using the following language:

These two water rights are used primarily for sale, rental, and distribution for municipal and domestic purposes, and the sprinkling of streets and lawns and irrigating trees and shrubbery and flushing sewers in Boise City. These allotments, numbered 2 and 30, have been properly established and decreed and are hereby affirmed. But the duty of water to be used under such allotments, and the necessity for its application and the extent of its use, will be subjects of examination on a new trial in establishing the duty of water to be used and applied under these respective priorities.

Id. Thus the two rights were to be remanded back to the trial court for a determination of the duty of water. However, immediately following this decision, the supreme court appended its decision on a petition for rehearing of its decision. In its decision on the petition for rehearing the court modified its original order on remand. It stated as follows:

[T]he former opinion of this court must be so modified as to make the new trial apply to acreage tracts and not to the irrigation of certain town lots, street sprinkling, parking purposes, sewerage, domestic and power purposes. On a re-examination of the record, we conclude that the judgment of the trial court should be affirmed except as to the question of the duty of water for the irrigation and cultivation of agricultural lands and acreage tracts. The question of duty of water for acreage purposes is the only question to be determined in a new trial as far as the duty of water is concerned.

Id. at 539-540. In other words, it was only the *irrigation* rights that were remanded back to the trial court. The non-irrigation rights were affirmed as they were described in the original Stewart Decree; they were not remanded back to the trial court. Thus the Jacobs, and Perrault/Johnson rights, not being irrigation rights, were affirmed rather than remanded back to the trial court. Since they were not remanded back to the trial court they were not among the group of rights before Judge Bryan when he entered the order for the step-down provision. Thus they were not—and are not—subject to that step-down provision. They are “uncuttable.”

I find Jerry Kiser’s analysis persuasive. Please let me know what you think.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-123G V1

WATER RIGHT NUMBER: 63-123G V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	LEXINGTON HILLS HOMEOWNERS ASSOCIATION 2354 N STONECREST PLACE EAGLE, ID 83616 (208) 364-8624
Attorney	JOHN K SIMPSON BARKER, RSHOLT & SIMPSON PO BOX 2139 BOISE, ID 83701-2139

Priority Date: 06/01/1864

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
BOISE RIVER	SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/01 to 11/15	2.150 CFS	
	<u>Total Diversion:</u>	2.150 CFS	

Location of Point(s) of Diversion

BOISE RIVER	NE1/4SE1/4NE1/4	Sec. 5,	Twp 03N,	Rge 02E, B.M.
ADA County				

Place of UseConditions of Approval:

1. 135 The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.
2. 155 This right shall receive 100 percent of its decreed quantity until the natural flow of the waters of the Boise River shall decrease so that all rights containing this condition cannot receive 100 percent of their decreed quantities, at which time this right and the other rights containing this condition shall first be cut to 75 percent of their decreed quantities, as the natural flow of the river decreases, beginning with the latest rights containing this condition and preceding to the earliest rights containing this condition in the order of their priority dates, and after all of the rights containing this condition shall have been reduced to 75 percent of their decreed quantities, should the natural flow of the waters of the river decrease below the amount necessary to supply 75 percent of those decreed quantities, then this right and the other rights containing this condition, beginning with the latest and preceding to the earliest, shall be reduced to 60 percent of their decreed quantities.
3. C03 Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.
4. C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-123G V1

5. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
6. S45 Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only as authorized by the Water District 63 Water Master and only when water is being released for flood control by the United States from the Lucky Peak Dam outlet under procedures and requirements for the Memorandum of Agreement between the U.S. Department of the Army and the U.S. Department of the Interior for Flood Control Operations of the Boise River Reservoirs, dated November 20, 1953, the Water Control Manual for Boise River Reservoir dated April 1985 and any future amendments or revisions made thereto pursuant to state or federal procedures or law; provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir, Lake Lowell, Arrowrock Reservoir, and/or Anderson Ranch Reservoir, as decreed in SRBA Case No. 39576.

Remarks:

1. Explanatory THIS RIGHT IS DESIGNATED AS NO 2 IN THE STEWART DECREE AND THE BOISE RIVER WATER MASTERS RECORDS
2. Quantity THIS RIGHT WHEN COMBINED WITH ALL OTHER RIGHTS SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE AT THE FIELD HEADGATE.
3. Explanatory WATER IS DELIVERED THROUGH THE FARMERS UNION CANAL
4. Explanatory THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 63-120G, 63-123C, 63-123D, 63-123E, 63-123F, 63-124Q, 63-125J, 63-126F, 63-165M, 63-198AG, 63-248, 63-297, 63-2360, 63-21729, 63-18700, 63-31832, 63-31937
5. Place of Use - Irrigation THIS RIGHT IS LIMITED TO THE IRRIGATION OF 107.6 ACRES WITHIN THE BOUNDARY OF THE LEXINGTON HILLS SUBDIVISION.

Comments:

Water Supply Bank:

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION FIELD REPORT**

Prior to Field Exam

- ☐ Copy of Claim, claim has been signed, sealed, and dated by notary?
- ☐ Check fees paid
- ☐ Well logs (if needed)
- ☐ Copy of topo or NAPP
- ☐ Check of Govt. Lots, if needed, Govt. Plat/Tax lot information
- ☐ Check POD & POU overlap, see below – include overlapping right for exam
- ☐ Evidence of Priority – if none, talk with claimant

CLAIMANT INFORMATION – verify contact information is completeClaim No(s) 63-123 GOwner: Lovington Wells, HOA Phone No. 364-8624Current Address: 2354 N. Stonestreet Place, Eagle 83616

- ☒ No change NAME IS THE SAME
- ☐ NEW OWNER
- ☒ No change Address
- ☐ NEW ADDRESS
- ☐ How long owned property?

Accompanied by: Claim was prepared and filed by Dave Shaw,
ERO Resources**PRIORITY DATE**

- ☒ No change – Complete evidence submitted or not necessary
- ☐ Incomplete – Claimant should be asked when water was first used and submit proof of date.
- ☐ Priority date is acceptable/within mandatory filing dates?

Priority date, per claimant, is: Same as decreed

(If priority date, based on your exam, seems questionable, explain below.)

Source: Brose River Tributary to Snake River

- ☒ No Change – SAME SOURCE
- ☐ Source found is different than claimed:

POINT OF DIVERSION

- ☒ No change =
- ☐ POD found is different than claimed:
- ☐ If different, when did POD change?

DIVERSION AND DELIVERY SYSTEM

Points of Diversion:

ID #	Govt Lot #	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks GPS ID

Description of diverting works

Headgate for Farmers Union Canal**OVERLAP REVIEW**Other water rights with the same point of diversion: many

Does overlap add acres or uses to existing system, increase rate of flow or volume, or other? Explain:

No**WATER USES**☒ No change☐ Different Uses

Use Irrigation From 3-1 To 11-15 Amount 2.15 CFS _____ AFA _____
Use _____ From _____ To _____ Amount _____ CFS _____ AFA _____
Use _____ From _____ To _____ Amount _____ CFS _____ AFA _____

TOTAL VOLUME - Groundwater only NA

- ☐ Incomplete on claim, the total is, Amount _____ CFS _____ AFA _____
☐ Changes found, the new total is, Amount _____ CFS _____ AFA _____
☐ More than 1" per Acre? Yes _____ (claimant must complete excess flow sheet)

NON-IRRIGATION USES: NA

- ☐ No change
☐ Changes Exam found: Domestic # of homes _____ Stock # _____
Types _____ Additional comments: _____

PLACE OF USE:within the boundary of Lexington Hills Sub.

- ☒ No Change
☐ Changes shown below:

Limited to 107.6 acres within the Lexington Hills subdivisions			NE				NW				SW				SE				Totals
Place of Use																			
TWP	RGE	SEC	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Overlap with other water rights: shares of Farmers Union Ditch Co.

Does overlap increase rate of flow, volume, additional acres, different source for same acres? Explain:

Delivery System Narrative: A headgate in the Farmers Union Canal diverts water to several ponds and then pressurized in a pipe system to the places of use.

Well or Diversion Identification No GPS ID	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge size
<u>NA</u>					

FLOW MEASUREMENTS:

Attach appropriate documents

NARRATIVE/REMARKS/COMMENTS

Designated as #2
See the attached "Memorandum" dated 3-8-2005 for additional information.

AFTER EXAM THE FILE SHOULD CONTAIN:

- ☐ Completed claim checklist
- ☐ Photographs of POD's and POU
- ☐ GPS readings
- ☐ Completed map and or GIS layout showing POD's and POU

DATE ~~EXAM CONDUCTED~~:

3-8-2005

~~FIELD~~ EXAMINER:

Neil Schutte

63-123G

(6)

I.

That the defendant THOMAS DAVIS be and is hereby awarded the use of the waters of Boise River, diverted from a point on the north bank of said river about one mile east of the east line of the original townsite of Boise City, Idaho, through what is commonly known as the Jacobs Canal; for use upon lands lying in Secs. 10 and 11, T. 3 N. R. 2 E. B.M., in the following amount from the following date;

53 0120 110 inches, from June 1, 1864; and hereby designated as Right No. 1
512, 513, 580, 595

That the defendant Thomas Davis be and is hereby awarded the use of said waters diverted from a point on the south side of said river in NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 9, T. 3 N. R. 2 E. B.M., through what is known as the Davis Canal, for use upon lands in Secs. 5, 6, 31 and 32, T. 3 N. R. 2 E. B.M., in the following amount from the following date;

53 0121 670 inches, from June 1, 1886, and hereby designated as Right No. 94.

That the defendant Thomas Davis be and is hereby awarded the use of said waters diverted from said river at a point in NW $\frac{1}{4}$ of Sec. 9, T. 3 N. R. 2 E. B.M., through what is known as the Davis private ditch, for use upon SE $\frac{1}{4}$ of Sec. 5 and SE $\frac{1}{4}$ of Secs 8 and 9, all in T. 3 N. R. 2 E. B.M., in the following amount from the following date;

53 0122 27 inches, from June 1, 1891; And hereby designated as Right No. 119
P.D. 2a

And adjudged to pay \$56.49 costs, in addition to the costs incurred by him.

II.

JACOBS CANAL COMPANY, Limited, a corporation.

That the defendant the Jacobs Canal Company, Limited, be and it is hereby awarded the use of the waters of Boise River, diverted from a point on the north side of said river about one mile east of the east boundary line of the original townsite of Boise City, Idaho, through what is commonly known as the Jacobs Canal, for use upon the town lots and lands lying under said canal in Secs. 4, 9, 10, 11, 13, 14, T. 3 N. R. 2 E. B.M., in the following amount from the following date;

53 0123 1000 inches, from June 1, 1864; and hereby designated as Right No. 2
542, 136

And adjudged to pay \$70.00 costs, in addition to the costs incurred by it.

JUN 21 1996

MEMORANDUM

FROM: Mel Schulte

TO: FILE

RE: A summary of information concerning the Jacobs Canal Company water right 63-123.

DATE: July 1, 2005

HISTORICAL INFORMATION

Water right 63-123 was awarded in the Stewart Decree as Right No. 2 to the Jacobs Canal Company with a priority date of June 1, 1864. The decree specified an amount of 1000 inches to be diverted from the north side of the Boise River about one mile east of the original Boise City town site to be used in Secs. 4, 9, 10, 11, 13, 14; T03N, R02E. This is possibly one of the rights that cannot be cut in times of scarcity.

An approved water right transfer dated June 8, 1914 changed the point of diversion to the Farmer's Union Canal. The transfer describes a detailed place of use in T05N, R01W, T05N, R02W and T04N, R02W.

An agreement dated July 17, 1916 between Farmer's Union Ditch Company and W. A. Keyt, who is described in the agreement as the owner of the Jacobs Canal Company right, splits the ownership of right 63-123. This contract gives Farmer's Union Ditch Company one-third of the right as compensation for delivering the remaining two-thirds of the right to land of interest to Keyt in T05N, R01E. This parcel in T05N, R01E is apparently the same land that was organized as Capital View Irrigation District in 1922.

An approved transfer dated December 31, 1934 split .6875 cfs of the Jacobs Canal Company right into the ownership of the Federal Land Bank to be used on land in Sec. 4, T04N, R01E. This right is designated as 63-123A in the water right records but no specific claim was filed in the SRBA for this split and there is no proof the transfer was ever perfected.

OWNERSHIP ISSUE

It is an accepted fact Farmer's Union Ditch Co. was conveyed one-third or 333 inches of right 63-123 by virtue of the July 17, 1916 agreement and W. A. Keyt retained ownership of the remaining two-thirds or 667 inches.

Capital View Irrigation District, the apparent successor of interest to W. A. Keyt, has indicated they have historically been delivered and assessed for only 350 inches of the 667 inches retained by W. A. Keyt.

If Farmer's Union owns one-third of 63-123 and Capital View Irrigation claims to own approximately one-third of the right an issue to be resolved is who owns the remaining one-third. There are no water right records that address the ownership issue nor are there any water right records that accurately describe the places of use for the entire right.

The Boise River water master's records and the Farmer's Union Ditch Company records indicate the entire right has been historically diverted into the Farmer's Union Canal.

The Lexington Hills subdivisions were developed by Lexington Hills, Inc on land previously owned by the Holgate family. A series of deeds conveyed the land in parcels from the Holgates to Lexington Hills, Inc.

Lexington Hills, Inc executed The Declaration Of Covenants, Conditions, Restrictions and Easements for Lexington Hills which authorized the formation of a homeowners association to be responsible for various maintenance and operations including the irrigation system. Lexington Hills Homeowners' Association, Inc was formed in 1992.

The common areas within Lexington Hills development were conveyed in a series of 16 deeds from Lexington Hills, Inc to Lexington Hills HOA dating from 1992 to 2001. Six of the deeds include the conveyance of water totaling 119.40 inches of Jacobs water. The remaining 10 deeds are silent as to water. Twelve of the deeds reserve a perpetual 10' right-of-way for the irrigation system to the grantor, Lexington Hills, Inc.

FARMER'S UNION DITCH COMPANY RECORDS

Farmer's Union Ditch Co. records provide some information that can assist in determining who might own the portion of 63-123 not allocated to Farmer's Union and Capital View Irrigation. As of June 15, 2004 (See attached letter) Farmer's has been delivering and assessing 308 inches of the Jacobs right as described below:

Green Acres/Richard Hormaechea	34.0 inches	*
Echo Creek HOA	33.77 inches	*
Lexington Hills, Inc	96.4 inches	
Lexington Hills, HOA	107.6 inches	
Ilene Stinar	10.0 inches	*
East Hills Development	26.23 inches	

* Not claimed in the SRBA

A very important bit of information in Farmer's records is the fact that 264 inches of the above listed 308 inches can be traced back as early as 1972 to land previously owned by Myron Holgate & Sons. The Holgate land is the same parcel that was subdivided into the current Echo Creek, Lexington Hills and Lexington Hills East subdivisions.

CURRENT SRBA CLAIMS

63-123C	Farmer's Union Ditch Co.	20 cfs	1000 inches	*
-123D	East Hills Development	.525 cfs	26.23 inches	
-123E	Capital View Irrigation	20 cfs	1000 inches	*
-123F	Lexington Hills, Inc	1.93 cfs	96.4 inches	
-123G	Lexington Hills, HOA	4.605	230.23 inches	**

* Farmer's Union and Capital View both claimed the entire right with the understanding that the real ownership and allocation of the right would be determined in the SRBA review and recommendations.

**Lexington Hills HOA claimed all of the water delivered to the Lexington Hills subdivision. They believe that East Hills Development has been absorbed into the Lexington Hills HOA. They contend that because they are the entity designated in the CC& R's and their own Bylaws as being responsible for the operation and maintenance of the irrigation system they are also entitled to the water rights appurtenant to the subdivision property.

PRELIMINARY RECOMMENDATIONS

Listed below are the diversion amounts and entities proposed for the preliminary recommendations:

63-123C	Farmer's Union Ditch Company	8.4 cfs	419.77 inches	***
-123D	East Hills Development	.52 cfs	26.23 inches	
-123E	Capital View Irrigation	7.0 cfs	350.0 inches	
-123F	Lexington Hills, Inc	1.93 cfs	96.4 inches	
-123G	Lexington Hills HOA	<u>2.15 cfs</u>	<u>107.6 inches</u>	
	TOTALS	20.00 cfs	1000 inches	

***The Farmer's Union allocation includes the following:

1916 contract portion conveyed as compensation	333.0 inches
Green Acres/Hormaechea part delivered but unclaimed	34.0 inches
Echo Creek HOA part delivered but unclaimed	33.77 inches

Ilene Stinar part delivered but unclaimed	10.0 inches
A remaining portion delivered but not claimed	<u>9.0 inches</u>
	419.77 inches

ADDITIONAL INFORMATION TO SUPPORT THE RECOMMENDATIONS

The records of the Boise River water master and the Farmer's Union Ditch Co. verify that the Jacobs right, 63-123, has been historically diverted into the Farmer's Union Canal.

There is insufficient information in our water right records to support the division of the Jacobs right to the above list of claimants and the places of use they claimed. The above recommendations can, however, be justified as accomplished transfers based on the records of Farmer's Union Ditch Co. Farmer's Union can trace the assessment and delivery of 264 inches of the Jacobs right back to 1972 to the parcel of land that is now known as Lexington Hills, Lexington Hills East and Echo Creek subdivisions. We have deeds on file that convey the land from Holgate Enterprises to Lexington Hills, Inc.

The unclaimed portions of 63-123 listed above were recommended to the Farmer's Union Ditch Co. for two reasons. First, they claimed the entire right and second they have historically delivered and used these unclaimed portions within their boundary. If any of the unclaimed parts can be recommended to other entities in the future, Farmer's Unions share will have to be reduced to avoid expanding the right.

The sixteen deeds conveying the common areas from Lexington Hills, Inc. to Lexington Hills HOA appear to transfer the water appurtenant to the common areas to the association. However, the water appurtenant to the individual lots owned by private parties is not addressed in any instruments of conveyance. Therefore, it appears Lexington Hills, Inc. as the developer of the subdivisions still holds title to that water in a fiduciary capacity for the individual private lot owners.

Another item of interest relating to Lexington Hills HOA's claim to be the owner of the entire 230 inches of water associated with the subdivision is the fact they have only been assessed by Farmer's Union for 107.6 inches since 1994. Why don't the assessments by Farmers Union Ditch Co. reflect an assessment to the HOA for the entire 230 inches? It would seem they would want to solidify their claim as the total owner by changing the ditch company records. Why would they allow Lexington Hills, Inc and East Hills Development to be assessed and pay for water that is owned by the homeowners? According to Ron Schreiner with Farmers, the Lexington Hills entities and East Hills assessments are paid separately by a property management firm.

Notices of error were filed by Lexington Hills HOA and Capital View challenging our recommendations for the amount of diversion rate, but did not include sufficient evidence to change the recommendations. Therefore no changes were made to our original recommendations. The issues involving the ownership of the Jacobs right need to be resolved at the objection phase when all of the parties can present their cases in a formal review process.

MTS

FARMERS UNION DITCH CO. LTD.
2153 N. POLLARD LN.
STAR, ID. 83669

RECEIVED

JUN 17 2004

WATER RESOURCES
WESTERN REGION

June 15, 2004

Mr. Mel Shulte
Idaho Department of Water Resources
2735 Airport Way
Boise, Idaho 83705

Dear Mr. Shulte:

Here is what we have found in our records in regards to the Jacobs Water and when these HOAs' or individuals appear initially.

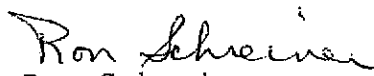
1980	Green Acres/Richard Hormaechea	34.0 inches
1992	Echo Creek HOA	33.77 inches
1992	Lexington Hills Inc.	96.4 inches
1994	Lexington Hills HOA	107.6 inches
1999	Ilene Stinar	10.0 inches
2000	East Hills Development	26.23 inches

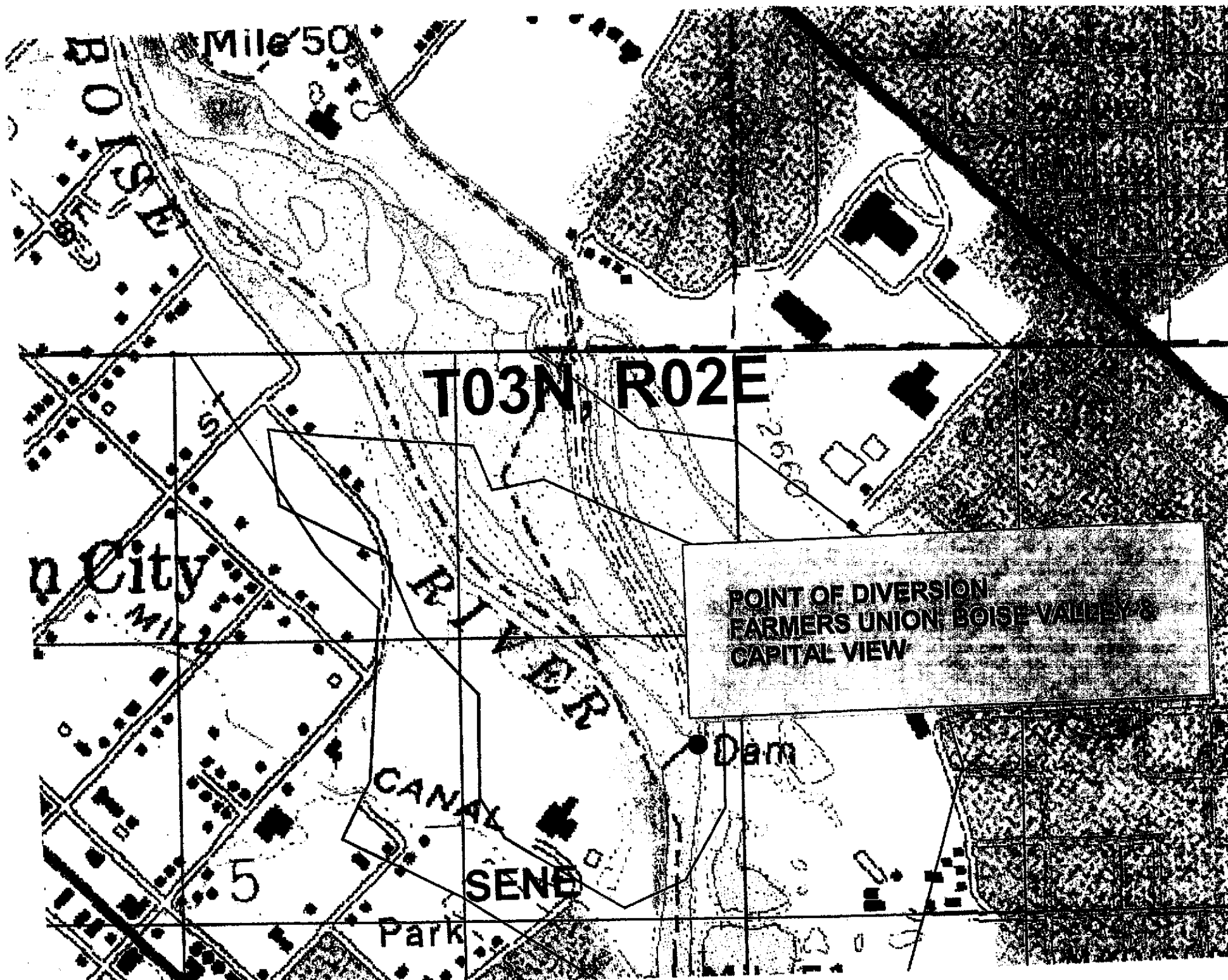
For your information the Lexington Hills HOA came from a portion of Lexington Hills Inc.. Also the East Hills Development came from a portion of Echo Creek HOA.

A total of 264 inches of water was traced back as far as 1972 to Myron Holgate & Son, addressed to 1832 East Floating Feather Road, Eagle, Idaho. This is the total without Hormaechea and Stinar. The Stinar water was transferred from the previous owner David Willmot which dated back to 1981.

If you have any questions you can reach me at 286-7028.

Yours truly,


Ron Schreiner
Asst. Sec.



**LEXINGTON HILLS DEVELOPMENT
BOUNDARY AND PLACE OF USE MAP**

This is a high-contrast, black and white aerial photograph of a landscape, likely a forested area. The image is heavily textured with dark, irregular shapes representing trees and vegetation. A prominent, light-colored, winding line or path is visible in the center-left portion of the image. In the upper right corner, there is a white rectangular box containing the text "LEXINGTON HILLS DEVELOPMENT BOUNDARY AND PLACE OF USE MAP". The overall image quality is poor, with significant noise and artifacts, suggesting it is a scan of a physical document.

**LEXINGTON HILLS DEVELOPMENT
BOUNDARY AND PLACE OF USE MAP**

T04N, R01E, SEC 3



ERO Resources Corp.
1106 N. Cole Rd. Suite C
Boise, ID 83704-8661
(208) 373-7983
Fax: 373-7985
Denver • Boise
www.eroresources.com
eroboise@eroresources.com

February 28, 2005

RECEIVED

FEB 28 2005

WATER RESOURCES
WESTERN REGION

Mr. Mel Schulte
Western Region Office
Idaho Department of Water Resources
2735 Airport Way
Boise, ID 83705-5082

Re: SRBA Claim to Water Right for Lexington Hills Homeowners Association

Dear Mel:

Attached is a claim to water right and a check in the amount of \$100 for Lexington Hills Homeowners Association for a portion of water right number 63-123 also known as the Jacobs water right. This claim is for the area now included in the Lexington Hills Subdivision and includes the water shown in the records of the Farmers Union Ditch Co. Ltd. for Lexington Hills Inc., Lexington Hills Homeowners Assoc and East Hills Development. All of these lands are served by water delivered through the Farmers Union Ditch Co. Ltd. and released from the canal at gate 38 into the water delivery system maintained and operated by Lexington Hills Homeowners Association. Echo Creek Homeowners Association also receives water through gate 38 but that water is not a part of this claim to water right nor is it delivered through the Lexington Hills Homeowners Association system.

I don't believe there is any dispute a portion of the Jacobs water right has been used on the land that is now Lexington Hills Subdivision although IDWR's records do not show the water right to be appurtenant to these lands. The only issue seems to be ownership of all or part of the 4.605 cfs claimed by the Lexington Hills Homeowners Association.

To attempt to aid IDWR to resolve the ownership of this portion of the Jacobs water right, attached to the claim you will find the deeds for the chain of title to the Lexington Hills Subdivision property. Also attached to the claim is a summary of the chain of title from patent to the Holgates, a table summarizing the transfer of property from Lexington Hills, Inc. to Lexington Hills Homeowners Association. A sample of the deeds for subdivision lots is attached to the claim rather than all deeds for all lots. We have no reason to believe the sample is not representative of all deeds to the individual lots.

The By-Laws of the Lexington Hills Homeowners Association are attached along with a portion of the CC&Rs for Lexington Hills Subdivision. The By-Laws and CC&Rs, we believe, make clear the Association has the authority to make this claim on behalf of the home owners within the subdivision, not only

Mr. Mel Schulte
February 28, 2005
Page 2

for the common areas but for the individual lots as well. The entire By-Laws are included but only that portion of the CC&Rs addressing the duties of the Association and water rights is included, however, the full document can be provided if you believe it would be useful. The effect of the CC&Rs on the ownership of the water right is unclear at this time.

The Home Owners Association elected to file their claim to a water right to be certain their interests in this water right are fairly represented in the SRBA. The Home Owners do not have shares or any other document in their possession to represent an ownership interest in this water right. It is undisputed the water right is delivered to the Home Owners by Farmers Union Ditch Co. Ltd. but the claim for this water right filed by the Ditch Co. makes it appurtenant to the entire Ditch Co. service area rather than to those lands historically served. Resolving the ownership and appurtenance issues are particular concerns for the Home Owners.

I would like the opportunity to meet with you to review this claim and the supporting information at your convenience. Please let me know if I can provide you with any additional information or if you would like to discuss any of the other SRBA claims to the Jacobs water right. We would be pleased to provide you with any additional information you might find useful in evaluating these claims.

Yours truly,

A handwritten signature in cursive script, appearing to read "Dave", followed by a horizontal line extending to the right.

David B. Shaw

Enc.

cc: Dale Conder
John Simpson

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-123G

WATER RIGHT NUMBER: 63-123G

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	LEXINGTON HILLS HOMEOWNERS ASSOCIATION 2354 N STONECREST PLACE EAGLE, ID 83616 (208) 364-8624
Attorney	JOHN K SIMPSON BARKER, ROSHOLT & SIMPSON PO BOX 2139 BOISE, ID 83701-2139

Priority Date: 06/01/1864

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
BOISE RIVER	SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	4.605 CFS	
	<u>Total Diversion:</u>	4.605 CFS	

Location of Point(s) of Diversion

BOISE RIVER	NE1/4SE1/4NE1/4	Sec. 5, Twp 03N, Rge 02E, B.M.
ADA County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals	
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
04N	01E	3			38.0				12.0	40.0		40.0	40.0	38.0	39.0		28.0	28.0		303.0

Total Acres: 303

Conditions of Approval:Remarks:Comments:

Idaho Department of Water Resources Receipt

Receipt ID W032638

Payment Amount Date Received Region Status
Payment Type Check Number

Payer Comment

Fee Detail

Amount	Description	Fund	FD	PCA	SO
\$100.00	ADJUDICATION FILING FEE	0337		42503	1155

Signature Line (Dept. Representative)

Table 1
Common Area Deeds from Lexington Hills, Inc. to the Homeowners

Land Area	Date Signed	Date Recorded	Water Right	Amount Miners Inches
Lexington #1	5/7/92	6/18/92	Jacobs Developed	30.60 0.81
Lexington #2	4/12/93	4/13/93	Jacobs Developed	7.30 0.19
Lexington #3	4/13/93	4/20/93	Jacobs Developed	4.50 0.12
Lexington #4	2/22/94		Jacobs Developed	32.00 0.85
Lexington #5	2/22/94	2/25/94	Jacobs Developed	17.00 0.44
Lexington #6	5/17/94	5/25/94	Jacobs Developed	28.00 0.75
Lexington #7	6/16/98	7/18/98	Silent	
Lexington #8	6/16/98	6/24/98	Silent	
Lexington #9	6/16/98	6/24/98	Silent	
Lexington #10	6/16/98	6/24/98	Silent	
Lexington #11	11/14/01	12/31/01	Silent	
Lexington #12	11/14/01	12/31/01	Silent	
Lexington East #1	6/1/01		Silent	
Lexington East #2	6/1/01	7/2/01	Silent	
Lexington on the Rim	6/1/01	7/2/01	Silent	
216 sq ft Remainder	2/15/01	2/20/01	Silent	
Total Identified on Deeds			Jacobs Developed	119.40 3.16

9209714

Lexington Hills, Inc.
ADA COUNTY, ID. FOR
J. DAVID NAVARRO
RECORDER *[Signature]*

Declaration Of
Covenants, Conditions, Restrictions And Easements
For
Lexington Hills

'92 FEB 20 PM 2 09 *6900*

THIS DECLARATION is made on the date hereinafter set forth by LEXINGTON HILLS, INC., an Idaho corporation, hereinafter referred to as "Declarant".

Recitals: Declarant is the owner of the following real property in the City of Eagle, County of Ada, State of Idaho, hereinafter sometimes referred to as the "Property":

All of the land within the boundaries of Lexington Hills Subdivision No. 1, according to the plat thereof recorded in Book 59 of Plats at pages 5802 thru 5804, records of Ada County, State of Idaho.

ARTICLE I. DECLARATION

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following Covenants, Conditions, Restrictions and Easements which are established for the purpose of protecting the value and desirability of, and which shall run with and bind, the Property, and each and every part, parcel and lot thereof, and be binding on all parties having any right, title or interest in the Property or any part, parcel or lot thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE II. DEFINITIONS

As used in this Declaration or in any supplemental Declaration, unless the context otherwise specifies or requires, the following words and phrases shall be defined as follows:

2.1 "Association" shall mean and refer to Lexington Hills Homeowners' Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho, or any successor or assign of the corporation.

2.2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2.3 "Property" shall mean and refer to the real property consisting of Lexington Hills No. 1 Subdivision according to the official plat thereof and every part, parcel, and Lot thereof, and shall further mean and refer to such additional real property as may hereafter be made subject to this Declaration by Supplemental Declaration, pursuant to the provisions hereof for the annexation of additional parcels of real property.

2.4 "Common Area" shall mean and refer to Lot 1, Block 1; Lots 1, 3 and 17, Block 2; Lot 1, Block 3; Lots 3 and 15, Block 5; Lots 1 and 16, Block 7; and Lot 1, Block 8. of Lexington Hills No. 1 Subdivision, and to any Lot or parcel designated as COMMON AREA in

a Supplemental Declaration subjecting additional real property to this DECLARATION. Said areas are intended to be devoted to the common use and enjoyment of the Owners (subject to the provisions hereof) and are not dedicated to the public.

2.5 "Common Facilities" shall mean and refer to those physical improvements constructed by Declarant upon Common Area, or upon the utility easement over each Lot including, without limitation, all street lights (but excluding entry way lights), benches, bridges, walkways and pedestrian paths, streams, and lakes; and the irrigation water system.

2.6 "Lot" shall mean and refer to all Lots within and shown upon any recorded subdivision map of the Property, except the Common Area, and except for streets dedicated to the public as shown upon the recorded plat map.

2.7 "Declarant" shall mean and refer to Lexington Hills, Inc., its successors and assigns provided that such successor or assign has acquired more than two (2) Lots and that such lots constitute the remainder of unconveyed Lots owned by Declarant.

2.8 "Annexed Property" shall mean and refer to any real property made subject to this Declaration by supplemental Declaration pursuant to the provisions hereof for the annexation of additional parcels of real property.

2.9 "Member" shall mean and refer to any person or entity who is a member of the Association as defined by the Articles and Bylaws of the Association and this Declaration.

2.10 "Project" shall mean and refer to the Property and all contemplated improvements thereto.

2.11 "Exempt Property" shall mean all properties within the Project which have been dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit corporation exempt from taxation by the laws of the United States of America, all of which properties shall be exempt from assessments created herein, except that such term shall not include any land or improvements devoted to dwelling use.

2.12 Whenever the context so requires, the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

ARTICLE III. HOMEOWNERS ASSOCIATION

3.1 **Formation:** It is contemplated that simultaneously with the execution and recordation of this Declaration Of Covenants, Conditions, Restrictions and Easements (the "Declaration"), the Association will be incorporated and will adopt Bylaws (the "Bylaws") for its governance. To the extent the Articles of Incorporation or Bylaws of the Association may conflict with the provisions of this Declaration, the provisions of this Declaration shall control.

3.2 **Responsibilities:** The Association shall maintain all Common Area and Common Facilities, and all landscaping, waterways, fencing, surfacing, bridges, irrigation pipes and pumps and other improvements thereon and easements therefor. The Association shall maintain in good working order all conduit, wiring, fuse systems, service box and related parts of

the street lights within the Project. Unless and until such time as the City of Eagle assumes responsibility therefor, the Association shall maintain and operate the street lights and shall pay all costs incident thereto.

ARTICLE IV. PROPERTY RIGHTS

Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area and Common Facilities which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

4.1 **Rules And Regulations:** The Association shall have the right from time to time to adopt Rules and Regulations regulating the use and enjoyment of the Common Area and Common Facilities including the right to limit the number of guests and charge admission and other fees for the use of any Common Facility;

4.2 **Improvements:** The Association shall have the right, in accordance with its Articles and Bylaws, to borrow money for the purpose of maintaining and improving the Common Area and Common Facilities and in support thereof to mortgage said property, provided that the rights of such mortgagee shall at all times be subordinate to the rights of the Owners under this Declaration;

4.3 **Enforcement:** The Association, the Architectural Control Committee, the Declarant, and any Lot Owner or Owners shall have the right to enforce the provisions of this Declaration as provided for in this Declaration;

4.4 **Suspension:** The Association shall have the right to suspend the voting rights and right to use the Common Area and Common Facilities of any Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

4.5 **Easements:** The Association shall have the right to grant easements in the Common Area for utilities and similar purposes;

4.6 **Dedication:** The Association shall have the right to dedicate or transfer all or any part of the Common Area or Common Facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by two-thirds (2/3) of the votes of each class of members of the Association; and,

4.7 **Delegation:** Any Owner may license or delegate his right of enjoyment of the Common Area and Common Facilities to the members of his family, his tenants, or contract purchasers who reside on the Property, subject to the provisions of this Declaration.

4.8 **Irrigation System:** Lots to which Declarant determines it feasible to extend the irrigation system shall have access to the system described in Section 13.2 and shall share the cost of maintenance thereof except that all Owners shall have the right to use and enjoyment of the Common Area and shall bear a proportionate share of the cost of delivery of water for maintenance thereof, whether such water is derived from the irrigation system or the domestic water supply.

ARTICLE V. RIGHTS RESERVED BY DECLARANT

Notwithstanding anything to the contrary contained in this Declaration, Declarant expressly reserves unto:

(a) Itself, its employees, successors and assigns, agents, representatives, contractors and their subcontractors and employees, easements and rights-of-way on, over and across all or any part of the streets for vehicular and pedestrian ingress and egress to and from any part of the Property, or any adjacent real property owned by Declarant, or its successors or assigns;

(b) Itself, its employees, successors and assigns, and its agents, representatives, contractors and their subcontractors and employees (including any district, company, unit of local government, association or other entity providing water, sewer, gas, oil, electricity, telephone, cable television, or other similar services), easements, access and rights-of-way on, over, under and across all or part of the Common Area and utility easements on, over and under all Lots and Common Area as provided on any recorded subdivision plat of the Property for installation, use, maintenance and repair of all lines, wires, pipes, pumps, water wells, facilities, and other things necessary for all such services, provided that any installation, maintenance or repair of such lines, wires or pipes shall be performed with reasonable care and that the surface of said easement area shall be restored to the level and condition that existed prior to the doing of work; and

(c) Itself, its employees, agents, representatives, contractors and their subcontractors and employees, and its successors and assigns, the right to use the Common Area and Common Facilities, where applicable, to facilitate and complete the development of the Property, and any Annexed Property, including without limitation the use of the Common Area and Common Facilities, where applicable, for:

- (i) Construction, excavation, grading, landscaping, parking and/or storage;
- (ii) Maintenance and operation of a sales office and model units for sales purposes;
- (iii) The showing to potential purchasers of any unsold Lot, unit or improvements within the Project;
- * (iv) Display of signs to aid in the sale of any unsold Lots and units, or all or part of the Project;
- (v) Construction, operation and maintenance of all or any portion of any Common Area or Common Facilities by Declarant, its successors or assigns;
- (vi) Use of the irrigation system for irrigation water for Common Area and expansion and connection of the irrigation system to property annexed to the Project pursuant to the provisions hereof for the annexation of additional parcels, and the use and enjoyment of water therefrom.

(d) Itself, its agents, contractors, subcontractors and employees, successors and assigns, all water and water rights over, upon or under or appurtenant to the Property, or any portion thereof, and a nonexclusive easement ten (10) feet wide, inside the boundary of each Lot and the Common Area adjacent to the right-of-way for construction of a pressurized pipe irrigation system to be conveyed to and operated by the Association. Groundwater appropriated for the domestic water system will be owned by the City of Eagle. Surface water for irrigation appurtenant to each phase of development of the Property will be conveyed to the Association as each plat is recorded.

(e) Itself, its successors and assigns, all right, title and interest in and to Lot 2, Block 3, which shall be conveyed to the owner of the domestic water system as a well lot subject to a nonexclusive perpetual easement in favor of the Association on and over the surface thereof for the use and enjoyment of its members for park and open space subject to the requirements for well lots set forth in IDAPA 16.01.8601, as amended from time to time.

ARTICLE VI. MAINTENANCE

6.1 **Common Area and Common Facilities:** Among its other responsibilities, the Association shall be responsible for maintenance of all Common Area and Common Facilities including operation of the irrigation water system. The Association may employ the services of a manager and other personnel to carry out the management of such responsibilities. Such Common Area and Common Facilities shall be maintained in a neat, landscaped and becoming manner. Common Area within the Property hereinabove described shall include Lot 1, Block 1; Lots 1, 3 and 17, Block 2; Lot 1, Block 3; Lots 3 and 15, Block 5; Lots 1 and 16, Block 7; and Lot 1, Block 8, according to the plat of the Property on file in the office of the recorder of Ada County, Idaho, together with easements and rights-of-way as shown upon the recorded plat for pedestrian paths, streams, lakes and the irrigation system constructed and to be constructed for the Project whether or not within said Common Area. Common Area and Common Facilities shall also include such other real and personal property as may be conveyed to the Association from time to time by Declarant, or designated by it as Common Area in any Supplemental Declaration.

6.2 **Private Property:** Owners of Lots shall be responsible for and perform all exterior maintenance upon such Lots and all improvements thereon. In the event an Owner fails to maintain the premises of a Lot and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, upon a 2/3 vote of the Board of Directors, the Association shall have the right to give a 30 day written notice of its intended action, and if satisfactory arrangements are not then made by such Owner, the Association shall have the right through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of any improvements located thereon. The cost of such activity shall be added to and become part of the assessment to which such Lot is subject. In the event the Board of Directors declares an emergency by a 3/4 vote, such action to repair, maintain and restore may be taken at any time after written notice is given to the Owner.

BYLAWS
OF
LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

APPLICATION AND DEFINITIONS

These Bylaws are adopted pursuant to Title 30, Chapter 3 of the Idaho Code, for the governance of the Lexington Hills Homeowners' Association, Inc. (the "Association"). Unless otherwise specifically defined herein, the words, terms and phrases herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills Subdivision, recorded as Instrument No. 9209714, records of Ada County, Idaho (hereinafter, the "Declaration").

ARTICLE II

NAME AND PRINCIPAL OFFICE

The name of the corporation is Lexington Hills Homeowners' Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at Boise, Idaho, but meetings of Members and directors may be held at such places within the State of Idaho, County of Ada, as may be designated by the Board of Directors.

ARTICLE III

MEETING OF MEMBERS

Section 1 – Annual Meetings: The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association on a day and at a time and place established by the Board of Directors. Each subsequent regular annual meeting of the Members shall be held on such day of the same month in which the first annual meeting was held, as may be fixed by the Board of Directors or the President. The annual meeting shall not be scheduled on a legal holiday. Such annual meeting shall be held for the purpose of electing directors and for the transaction of such other business as may lawfully come before the meeting.

Section 2 – Special Meetings: Special meetings of the Members may be called at any time by the president or by any three (3) members of the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3 – Notice of Meetings: Written notice of each meeting of the Members, other than a meeting for the purpose of taking action authorized under Paragraphs 9.6 or 9.7 of the Declaration, shall be given by, or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than fifteen (15) days before

such meeting to each Member entitled to vote thereat, addressed to the Member's last address appearing on the books of the Association, or supplied in writing by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of meeting, and, in the case of a special meeting, the purpose of the meeting. Notice of a meeting called for the purpose of taking action authorized under Paragraph 9.6 or 9.7 of the Declaration shall be given in the time and manner set forth in Paragraph 9.8 of the Declaration.

Section 4 – Quorum: The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting.

A quorum for the purpose of taking action authorized under paragraphs 9.6 or 9.7 of the Declaration, shall be as provided for in Paragraph 9.8 of the Declaration.

Section 5 – Proxies: At all meetings of the Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

Section 1 – Number: The affairs of this Corporation shall be managed by a Board of five (5) directors. Directors need not be Members of the Association. The number of directors may be changed by amendment of this Section of the Bylaws.

Section 2 – Term of Office: The initial five directors shall serve until the first annual meeting of the members. At the first annual meeting, the members shall elect one director for a term of one (1) year, two directors for a term of two (2) years, and two directors for a term of three (3) years. At each annual meeting thereafter, the members shall elect directors sufficient in number to fill all vacancies for a term of three (3) years.

Section 3 – Removal and Vacancy: Any director elected by the Members or appointed by elected directors may be removed from the board, with or without cause, by a vote of two-thirds (2/3) of the Members of the Association. In the event of a death, resignation or removal of a director or a vacancy on the Board for any reason, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4 – Compensation: Directors shall receive no compensation for any services they may render. However, any director may be reimbursed for actual expenses incurred in the performance of his duties.

Section 5 – Action Taken Without a Meeting: The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining written approval of such action by all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1 – Nomination: Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2 – Election: Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1 – Regular Meetings: Regular meetings of the Board of Directors shall be held without notice, at such place, intervals, date and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Should the Board fail to provide for the time, place and date of regular meetings, then notice of such meetings shall be given in writing to each director not less than three (3) days in advance of such meeting.

Section 2 – Special Meetings: Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any three (3) directors, after not less than three (3) days notice to each director.

Section 3 – Quorum: A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1 – Powers: The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use and maintenance of the Common Area and Common Facilities, and the personal conduct of the Members, their guests thereon, and invitees, and to establish penalties for the infraction thereof; which rules and regulations shall not be inconsistent with any provision of the Declaration.

(b) Suspend the voting rights and the rights to use the recreational and other Common Facilities by any Member or Owner for any period during which such Member or Owner is delinquent in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for any other infraction of any published rule or regulation of the Association.

(c) Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration.

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and prescribe their duties.

Section 2 -- Rules: It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote.

(b) Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed.

(c) As more fully provided in the Declaration, to:

(i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

(ii) cause written notice of each assessment to be sent to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period, and

(iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date, or bring an action at law against the Owner personally obligated to pay the same, (provided that such notice as is required by the Declaration, the Articles of Incorporation of the Association, or the laws of the State of Idaho has been given).

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, or insured, as it may deem appropriate.

(g) Cause the Common Area and Common Facilities to be operated and maintained.

(h) Cause the Owners of the Lots to maintain the exterior of the dwellings and the yards around the dwellings, in a clean, safe and attractive manner, and in compliance with the Declaration.

(i) Generally to enforce all provisions of the Declaration as they may apply to Owners of Lots and the use and maintenance thereof.

(j) The Board of Directors shall bear the right and responsibility to enforce the provisions of the Declaration with respect to the rights and privileges of the Association and each Member thereof. The provisions of this paragraph do not impair the rights of any individual Member to enforce the provisions of the Declaration with respect to such Member.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1 – Enumeration of Offices: The officers of this Association shall be a president, who shall at all times be a member of the Board of Directors, a vice president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2 – Election of Officers: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3 – Term: The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year and until a successor is appointed, unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4 – Special Appointments: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5 – Resignation and Removal: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6 – Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer so replaced.

Section 7 – Multiple Offices: The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8 – Duties: The duties of the officers are as follows:

(a) President: The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President: In the absence of the president, the vice president shall perform the duties of the president, and when so acting shall have the powers of the president. The vice president shall perform such other duties as may be required of him by the Board.

(c) Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; shall keep the corporate seal of the Association, and affix it on all papers requiring said seal; shall serve notice of meetings of the Board and of the Members; shall keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as may be required by the Board.

(d) Treasurer: The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration (subject to the provision of Article X of the Declaration that, initially, such committee shall be appointed by Declarant), and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

Section 1: As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. 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 due date at the rate of two percent (2%) per month or twenty-four percent (24%) per annum, or at such other rate as the Board of Directors may determine at the time of fixing the assessment amount. The Association may 1) bring an action at law against the Owner and the Owner shall be personally obligated to pay such delinquent assessments and interest thereon; 2) foreclose the lien against the property to satisfy the said obligations; and 3) use the enforcement procedures of Article VII Section 1(b) and Section 2(c)(iii) of these Bylaws. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by failure to use the Common Area or Common Facilities or by the abandonment of his Lot or dwelling unit.

Section 2: Improvements, repairs and maintenance of laterals and the irrigation distribution system shall be under the direction of the Board of Directors of this association. Such improvements, repair and maintenance shall be done according to the rules, regulations and laws then prevailing in the State of Idaho. The cost to each Lot of improvements, repairs and maintenance shall be limited to \$500.00 per season unless otherwise approved by members of the association. All improvements shall be subject to the approval of the membership.

Section 3: The Board of Directors may annually retain the services of a professional organization, credit bureau, governmental agency, attorney, accountant, or other disinterested party or entity for the purpose of giving notice and collecting the annual or other assessments as may be levied from time to time by the Board of Directors. Compensation for giving such notice and collecting such dues or assessments shall be proportionate to the amount of the dues or assessments collected together with legal fees and costs incurred as a part of such collection activity. Such appointed agent is hereby authorized and empowered to use all remedies available to the Board of Directors of the Association to assist in the collection of the annual dues and other assessments excepting the suspension of membership rights and irrigation water rights.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Lexington Hills Homeowners' Association, Inc.

ARTICLE XIII
AMENDMENTS

Section 1: These Bylaws may be amended, at a regular or special meeting of the Members, by a majority vote of the members present in person or by proxy. Provided, however, that so long as there is a Class B membership, HUD/VA has the right to veto amendments to the Bylaws.

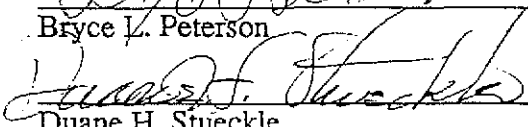
Section 2: In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

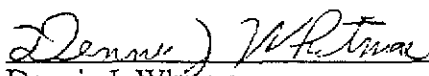
ARTICLE XIV
MISCELLANEOUS

Section 1 – Fiscal Year: The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year except that the first fiscal year shall begin on the date of incorporation.

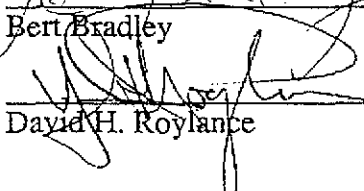
IN WITNESS WHEREOF, We, being all of the directors of the Lexington Hills Homeowners' Association, Inc., have hereunto set our hands this 8th day of April, 1992.


Bryce L. Peterson


Duane H. Stueckle


Dennis J. Whitmore


Bert Bradley


David H. Roylance

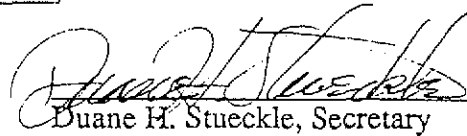
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Lexington Hills Homeowners' Association, Inc., an Idaho corporation, and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 8th day of April, 1992.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 8th day of April, 1992.


Duane H. Stueckle, Secretary

PROPOSAL TO AMEND BYLAW "ARTICLE IV BOARD OF DIRECTORS, SECTION,
TERM OF OFFICE - SECTION 1 - NUMBER" TO INCREASE BOARD OF
DIRECTORS FROM FIVE DIRECTORS TO SEVEN DIRECTORS

PER "ARTICLE XII - AMENDMENTS - Section 1:" These Bylaws may be amended, at a regular or special meeting of the Members, by a majority vote of the members present in person or by proxy. Provided, however, that so long as there is a Class B membership, HUD/VA has the right to veto amendments to the Bylaws.

CURRENTLY READS:

The affairs of this Corporation shall be managed by a Board of five (5) directors. Directors need not be Members of the Association. The number of directors may be changed by amendment of this Section of the Bylaws.

PROPOSED AMENDMENT:

The affairs of this Corporation shall be managed by a Board of seven (7) directors. Directors need not be Members of the Association. The number of directors may be changed by amendment of this Section of the Bylaws.

Passed # 5/12/94

Table I Deeds

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

DEED
2001 JL -2 AM 9:40

RECORDED - REQUEST OF
Lexington Hills
FEE *C. co* DEPUTY *Super*
101065485

LEXINGTON HILLS, INC., an Idaho Corporation, with its principal office at 340 W. State Street, Eagle, ID 83616, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its principal office at 340 W. State Street, Eagle, ID 83616, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in Ada County, State of Idaho:

Lot 11 and 18, Block 1 of Lexington on the Rim Subdivision, according to the official plat on file in the office of the County Recorder of Ada County, Idaho, in Book 77 of plats at pages 8026 through 8027;

TOGETHER WITH a nonexclusive easement ten (10) feet wide, inside the boundary of each Lot and Common Area of Lexington on the Rim Subdivision adjacent to the right-of-way, as shown on the plat thereof, for construction, maintenance and repair of a pressurized pipe irrigation system to be owned and operated by the Association;

RESERVING UNTO GRANTOR, its successors and assigns, a nonexclusive perpetual right-of-way for transportation of water an easement ten feet in width, lying five feet on either side of the irrigation pipeline for irrigation system, including pumps, pipelines and accessories in favor of other users of the irrigation system, their successor and assigns, for delivery of irrigation water through irrigation pipelines within the Common Area of Lexington Hills Subdivision according to the plats thereof on file in the Office of the Recorder of Ada County, Idaho;

SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded December 29, 1998, as Instrument No. 99003752, Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Lexington on the Rim Subdivision filed of record in the Office of the Recorder of Ada County, Idaho; and

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments for the year 2001.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attached by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officer the 1st day of June, 2001.

LEXINGTON HILLS, INC.

Bert A. Bradley
Bert A. Bradley, Vice President

STATE OF IDAHO)

:SS.

County of Ada

On this 1st day of June, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Bert A. Bradley, known or identified to me to be the Vice President of LEXINGTON HILLS, INC. executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Light seal

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

Georgia Mockley
NOTARY PUBLIC FOR IDAHO
Residing at Eagle, ID
My Commission Expires: 6/22/2006

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO
DEED
2001 JL -2 AM 9:40

RECORDED - REQUEST OF
Lexington Hills
FEE 200 DEPUTY *Deeper*
101065486

LEXINGTON HILLS, INC., an Idaho Corporation, with its principal office at 340 W. State Street, Eagle, ID 83616, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its principal office at 340 W. State Street, Eagle, ID 83616, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in Ada County, State of Idaho:

**Lot 8, 25, 34, Block 3 of Lexington Hills East
Subdivision No. 2, according to the official plat on file in
the office of the County Recorder of Ada County,
Idaho, in Book 78 of plats at pages 8316 through 8319;**

**TOGETHER WITH a nonexclusive easement ten (10)
feet wide, inside the boundary of each Lot and Common
Area of Lexington Hills East Subdivision No. 2 adjacent to
the right-of-way, as shown on the plat thereof, for
construction, maintenance and repair of a pressurized
pipe irrigation system to be owned and operated by the
Association;**

**RESERVING UNTO GRANTOR, its successors and
assigns, a nonexclusive perpetual right-of-way for
transportation of water an easement ten feet in width,
lying five feet on either side of the irrigation pipeline for
irrigation system, including pumps, pipelines and
accessories in favor of other users of the irrigation
system, their successor and assigns, for delivery of
irrigation water through irrigation pipelines within the
Common Area of Lexington Hills Subdivision according
to the plats thereof on file in the Office of the Recorder
of Ada County, Idaho;**

*East 1 + 2
filed under
same #*

SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded August 23, 1999, as Instrument No. 99085279, Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Lexington Hills East Subdivision No. 2, filed of record in the Office of the Recorder of Ada County, Idaho; and

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments for the year 2001.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attached by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officer the 1st day of June, 2001.

LEXINGTON HILLS, INC.

BY: Bert A. Bradley, Vice President

STATE OF IDAHO)

SS.

County of Ada

On this 1st day of June, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Bert A. Bradley, known or identified to me to be the Vice President of LEXINGTON HILLS, INC. executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Georgia Mackley
NOTARY PUBLIC FOR IDAHO

Residing at Eagle, ID

My Commission Expires: 6/22/2006



DEED

LEXINGTON HILLS, INC., an Idaho Corporation, with its principal office at 340 W. State Street, Eagle, ID 83616, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its principal office at 340 W. State Street, Eagle, ID 83616, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in Ada County, State of Idaho:

**Lot 1, Block 1, Lot 1 and 8, Block 2, Lot 1, Block 5,
Lot 1, Block 6 and Lot 1 and 16, Block 7 of
Lexington Hills East Subdivision No. 1, according to the
official plat on file in the office of the County Recorder
of Ada County, Idaho, in Book 77 of plats at pages 8022
through 8025;**

**TOGETHER WITH a nonexclusive easement ten (10)
feet wide, inside the boundary of each Lot and Common
Area of Lexington Hills East Subdivision No. 1 adjacent to
the right-of-way, as shown on the plat thereof, for
construction, maintenance and repair of a pressurized
pipe irrigation system to be owned and operated by the
Association;**

**RESERVING UNTO GRANTOR, its successors and
assigns, a nonexclusive perpetual right-of-way for
transportation of water an easement ten feet in width,
lying five feet on either side of the irrigation pipeline for
irrigation system, including pumps, pipelines and
accessories in favor of other users of the irrigation
system, their successor and assigns, for delivery of
irrigation water through irrigation pipelines within the
Common Area of Lexington Hills Subdivision according
to the plats thereof on file in the Office of the Recorder
of Ada County, Idaho;**

SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded December 29, 1998, as Instrument No. 99003751, Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Lexington Hills East Subdivision No. 1, filed of record in the Office of the Recorder of Ada County, Idaho; and

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments for the year 2001.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attached by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officer the 10th day of June, 2001.

LEXINGTON HILLS, INC.

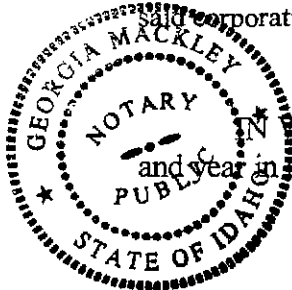
BY: Bert A. Bradley, Vice President

STATE OF IDAHO)

:SS.

County of Ada

On this 10th day of June, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Bert A. Bradley, known or identified to me to be the Vice President of LEXINGTON HILLS, INC. executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



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

NOTARY PUBLIC FOR IDAHO

Residing at Eagle, ID

My Commission Expires: 6/22/2006

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO
DEED
2001 DE 31 AM 9:48

RECORDED - REQUEST OF
Lexington Hills
FEE *Law* DEPUTY *Harper*
101139070

LEXINGTON HILLS, INC., an Idaho Corporation, with its principal office at 340 W. State Street, Eagle, ID 83616, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its principal office at 340 W. State Street, Eagle, ID 83616, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in Ada County, State of Idaho:

Lot 63 and 70, Block 12, Lot 11, Block 28 and Lot 1, Block 33 of Lexington Hills Subdivision No.12, according to the official plat on file in the office of the County Recorder of Ada County, Idaho, in Book 77 of plats at pages 8120 through 8122;

TOGETHER WITH a nonexclusive easement ten (10) feet wide, inside the boundary of each Lot and Common Area of Lexington Hills Subdivision No. 12 adjacent to the right-of-way, as shown on the plat thereof, for construction, maintenance and repair of a pressurized pipe irrigation system to be owned and operated by the Association;

RESERVING UNTO GRANTOR, its successors and assigns, a nonexclusive perpetual right-of-way for transportation of water an easement ten feet in width, lying five feet on either side of the irrigation pipeline for irrigation system, including pumps, pipelines and accessories in favor of other users of the irrigation system, their successor and assigns, for delivery of irrigation water through irrigation pipelines within the Common Area of Lexington Hills Subdivision according to the plats thereof on file in the Office of the Recorder of Ada County, Idaho;

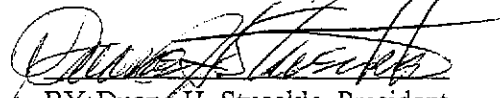
SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded December 29, 1998, as Instrument No. 99003754, Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Lexington Hills Subdivision No. 12, filed of record in the Office of the Recorder of Ada County, Idaho; and

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments for the year 2001.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attached by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officer the 14th day of November, 2001.

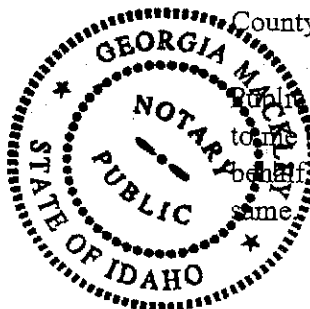
LEXINGTON HILLS, INC.


BY: Duane H. Stueckle, President

STATE OF IDAHO)

:ss.

County of Ada



On this 14th day of November, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane H. Stueckle, known or identified to me to be the President of LEXINGTON HILLS, INC. executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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


NOTARY PUBLIC FOR IDAHO
Residing at Eagle, ID
My Commission Expires: 6/22/2006

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

DEED

2001 DE 31 AM 9:48

RECORDED - REQUEST OF
Lexington Hills
FEE *600* DEPUTY *J. Navarro*
101139069

LEXINGTON HILLS, INC., an Idaho Corporation, with its principal office at 340 W. State Street, Eagle, ID 83616, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its principal office at 340 W. State Street, Eagle, ID 83616, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in Ada County, State of Idaho:

Lot 1, Block 31, and Lot 48, Block 12, and Lot 1, Block 32 of Lexington Hills Subdivision No.11, according to the official plat on file in the office of the County Recorder of Ada County, Idaho, in Book 77 of plats at pages 8048 through 8050;

TOGETHER WITH a nonexclusive easement ten (10) feet wide, inside the boundary of each Lot and Common Area of Lexington Hills Subdivision No. 11 adjacent to the right-of-way, as shown on the plat thereof, for construction, maintenance and repair of a pressurized pipe irrigation system to be owned and operated by the Association;

RESERVING UNTO GRANTOR, its successors and assigns, a nonexclusive perpetual right-of-way for transportation of water an easement ten feet in width, lying five feet on either side of the irrigation pipeline for irrigation system, including pumps, pipelines and accessories in favor of other users of the irrigation system, their successor and assigns, for delivery of irrigation water through irrigation pipelines within the Common Area of Lexington Hills Subdivision according to the plats thereof on file in the Office of the Recorder of Ada County, Idaho;

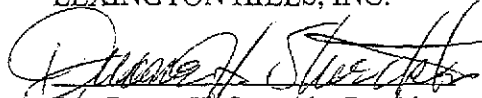
SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded December 29, 1998, as Instrument No. 99003753, Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Lexington Hills Subdivision No. 11, filed of record in the Office of the Recorder of Ada County, Idaho; and

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments for the year 2001.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attached by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officer the 14th day of November, 2001.

LEXINGTON HILLS, INC.


BY: Duane H. Stueckle, President

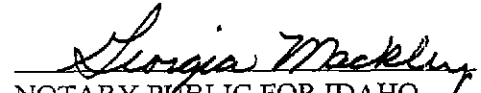
STATE OF IDAHO)

:ss.

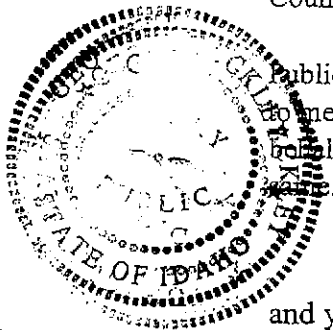
County of Ada

On this 14th day of November, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane H. Stueckle, known or identified to me to be the President of LEXINGTON HILLS, INC. executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the

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


NOTARY PUBLIC FOR IDAHO
Residing at Eagle, ID
My Commission Expires: 6/22/2006

* NOTE
SEAL



Lexington Hills
ADA COUNTY RECORDER
DEED NAVARRO
BOISE, IDAHO

RECORDED - REQUEST OF
FEE 6⁰⁰ DEPUTY *[Signature]*

1998 JUN 24 PM 2:25

98060799

LEXINGTON HILLS, INC., an Idaho Corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, ID 83616, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, ID 83616, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in Ada County, State of Idaho:

Lot 87, 93, 104 and 113, Block 7, and Lot 1, Block 30 of Lexington Hills Subdivision No.10, according to the official plat on file in the office of the County Recorder of Ada County, Idaho, in Book 75 of plats at pages 7810 through 7811;

TOGETHER WITH a nonexclusive easement ten (10) feet wide, inside the boundary of each Lot and Common Area of Lexington Hills Subdivision No. 10 adjacent to the right-of-way, as shown on the plat thereof, for construction, maintenance and repair of a pressurized pipe irrigation system to be owned and operated by the Association;

RESERVING UNTO GRANTOR, its successors and assigns, a nonexclusive perpetual right-of-way for transportation of water an easement ten feet in width, lying five feet on either side of the irrigation pipeline for irrigation system, including pumps, pipelines and accessories in favor of other users of the irrigation system, their successor and assigns, for delivery of irrigation water through irrigation pipelines within the Common Area of Lexington Hills Subdivision according to the plats thereof on file in the Office of the Recorder of Ada County, Idaho;

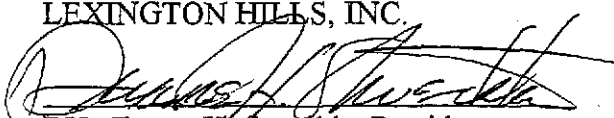
SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded February 20, 1992, as Instrument No. 9209714, Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Lexington Hills Subdivision No. 10, filed of record in the Office of the Recorder of Ada County, Idaho; and

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments for the year 1998.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attached by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officer the 16th day of June, 1998.

LEXINGTON HILLS, INC.


BY: Duane H. Stueckle, President

STATE OF IDAHO)

:SS.

County of Ada

On this 16 day of June, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane H. Stueckle, known or identified to me to be the President of LEXINGTON HILLS, INC. executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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




NOTARY PUBLIC FOR IDAHO

Residing at Meridian, ID

My Commission Expires: 6/22/2000

Lexington Hills
ADA COUNTY RECORDER
DAVID NAVARRO
DEEDS, IDAHO

RECORDED-REQUEST OF
FEE 900 DEPUTY [Signature]

1998 JN 24 PM 2: 25

98060798

LEXINGTON HILLS, INC., an Idaho Corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, ID 83616, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, ID 83616, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in Ada County, State of Idaho:

Lot 49, 50, 69 and 83, Block 7, and Lot 1, Block 29 of Lexington Hills Subdivision No. 9, according to the official plat on file in the office of the County Recorder of Ada County, Idaho, in Book 75 of plats at pages 7805 through 7807;

TOGETHER WITH a nonexclusive easement ten (10) feet wide, inside the boundary of each Lot and Common Area of Lexington Hills Subdivision No. 9 adjacent to the right-of-way, as shown on the plat thereof, for construction, maintenance and repair of a pressurized pipe irrigation system to be owned and operated by the Association;

RESERVING UNTO GRANTOR, its successors and assigns, a nonexclusive perpetual right-of-way for transportation of water an easement ten feet in width, lying five feet on either side of the irrigation pipeline for irrigation system, including pumps, pipelines and accessories in favor of other users of the irrigation system, their successor and assigns, for delivery of irrigation water through irrigation pipelines within the Common Area of Lexington Hills Subdivision according to the plats thereof on file in the Office of the Recorder of Ada County, Idaho;

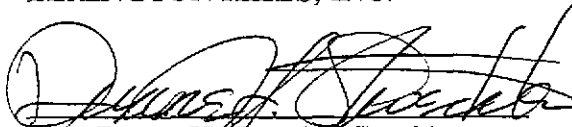
SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded February 20, 1992, as Instrument No. 9209714, Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Lexington Hills Subdivision No. 9, filed of record in the Office of the Recorder of Ada County, Idaho; and

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments for the year 1998.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attached by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officer the 16th day of June, 1998.

LEXINGTON HILLS, INC.


BY: Duane H. Stueckle, President

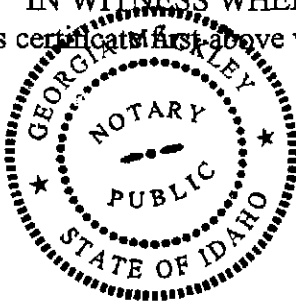
STATE OF IDAHO)

ss.

County of Ada)

On this 16th day of June, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane H. Stueckle, known or identified to me to be the President of LEXINGTON HILLS, INC. executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at Meridian, ID
My Commission Expires: 6/22/2000

Lexington Hills
ADA COUNTY RECORDER
J. DAVID NAVARRO
IDAHO

RECORDED - REQUEST OF

FEE *200* DEPUTY *D. K.*

1998 JUN 24 PM 2: 25

98060797

LEXINGTON HILLS, INC., an Idaho Corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, ID 83616, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, ID 83616, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in Ada County, State of Idaho:

Lot 1, Block 27 of Lexington Hills Subdivision No. 8, according to the official plat on file in the office of the County Recorder of Ada County, Idaho, in Book 75 of plats at pages 7719 through 7721;

TOGETHER WITH a nonexclusive easement ten (10) feet wide, inside the boundary of each Lot and Common Area of Lexington Hills Subdivision No. 8 adjacent to the right-of-way, as shown on the plat thereof, for construction, maintenance and repair of a pressurized pipe irrigation system to be owned and operated by the Association;

RESERVING UNTO GRANTOR, its successors and assigns, a nonexclusive perpetual right-of-way for transportation of water an easement ten feet in width, lying five feet on either side of the irrigation pipeline for irrigation system, including pumps, pipelines and accessories in favor of other users of the irrigation system, their successor and assigns, for delivery of irrigation water through irrigation pipelines within the Common Area of Lexington Hills Subdivision according to the plats thereof on file in the Office of the Recorder of Ada County, Idaho;

SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded February 20, 1992, as Instrument No. 9209714, Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Lexington Hills Subdivision No. 8, filed of record in the Office of the Recorder of Ada County, Idaho; and

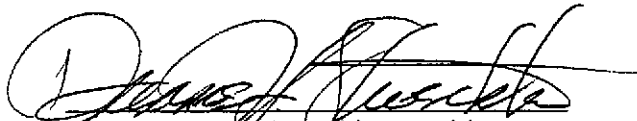
SUBJECT TO a twenty (20') foot sanitary sewer easement in favor of the Eagle Sewer District across Lot 1, Block 23, Lexington Hills Subdivision No. 8, being ten (10') feet each side of the centerline as shown on the official plat of said subdivision.

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments for the year 1998.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attached by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officer the 16th day of June, 1998.

LEXINGTON HILLS, INC.

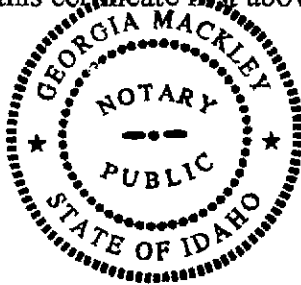

BY: Duane H. Stueckle, President

STATE OF IDAHO)

County of Ada) :ss.

On this 16th day of June, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane H. Stueckle, known or identified to me to be the President of LEXINGTON HILLS, INC. executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at Meridian, ID
My Commission Expires: 6/22/2000

Lexington Hills
ADA COUNTY RECORDER
J. DAVID NAVARRO
DEED IDAHO
1998 JUN 24 PM 2: 25

RECORDED - REQUEST OF
FEE *20* DEPUTY *Myf*
98060796

LEXINGTON HILLS, INC., an Idaho Corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, ID 83616, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, ID 83616, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in Ada County, State of Idaho:

Lot 1, Block ²⁴~~23~~ and Lot 1, Block 25 of Lexington Hills Subdivision No. 7, according to the official plat on file in the office of the County Recorder of Ada County, Idaho, in Book 75 of plats at pages 7716 through 7718;

TOGETHER WITH a nonexclusive easement ten (10) feet wide, inside the boundary of each Lot and Common Area of Lexington Hills Subdivision No. 7 adjacent to the right-of-way, as shown on the plat thereof, for construction, maintenance and repair of a pressurized pipe irrigation system to be owned and operated by the Association;

RESERVING UNTO GRANTOR, its successors and assigns, a nonexclusive perpetual right-of-way for transportation of water an easement ten feet in width, lying five feet on either side of the irrigation pipeline for irrigation system, including pumps, pipelines and accessories in favor of other users of the irrigation system, their successor and assigns, for delivery of irrigation water through irrigation pipelines within the Common Area of Lexington Hills Subdivision according to the plats thereof on file in the Office of the Recorder of Ada County, Idaho;

Re-record to correct legal description from Lot 1/Block 23 to Lot 1/Block 24

SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded February 20, 1992, as Instrument No. 9209714, Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Lexington Hills Subdivision No. 7, filed of record in the Office of the Recorder of Ada County, Idaho; and

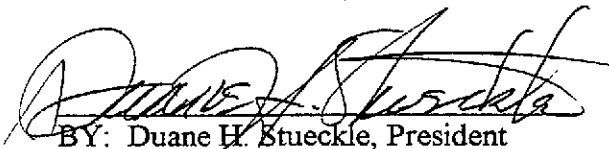
SUBJECT TO a twenty (20') foot sanitary sewer easement in favor of the Eagle Sewer District across Lot 1, Block 23, Lexington Hills Subdivision No. 7, being ten (10') feet each side of the centerline as shown on the official plat of said subdivision.

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments for the year 1998.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attached by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officer the 16th day of June, 1998.

LEXINGTON HILLS, INC.

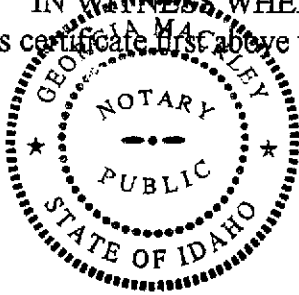

BY: Duane H. Stueckle, President

STATE OF IDAHO)

County of Ada)
:ss.

On this 16th day of June, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane H. Stueckle, known or identified to me to be the President of LEXINGTON HILLS, INC. executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at Meridian, ID
My Commission Expires: 6/22/2000

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1998 AU 18 AM 10:55

RECORDED - REQUEST OF
Lexington Hills
FEE 90¢ DEPUTY Reaper
98078844

DEED

LEXINGTON HILLS, INC., an Idaho corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, Idaho 83616, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its offices at 1815 E. Stonybrook Court, Eagle, Idaho 83616, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in Ada County, State of Idaho:

Lot 11, Block 20, and Lot 4, Block 22 of Lexington Hills Subdivision No. 6, according to the official plat thereof on file in the office of the County Recorder of Ada County, Idaho, in Book 65 of Plats at pages 6615 through 6619;

TOGETHER WITH a nonexclusive easement ten (10) feet wide, inside the boundary of each Lot and Common Area of Lexington Hills Subdivision No. 6 adjacent to the right-of-way, as shown on the plat thereof, for construction, maintenance and repair of a pressurized pipe irrigation system to be owned and operated by the Association;

TOGETHER WITH 28.0 miners inches of Jacob's water and 0.75 miners inch of Developed water, for purposes of irrigating Lexington Hills Subdivision No. 6, delivered by the Farmers Union Canal Company during the irrigating season;

RESERVING UNTO GRANTOR, its successors and assigns, a nonexclusive perpetual right-of-way for transportation of water and easement ten feet in width, lying five feet on either side of the irrigation pipeline for irrigation system, including pumps, pipelines and accessories in favor of other users of the irrigation system, their successors and assigns, for delivery of irrigation water through irrigation pipelines within the Common Area of Lexington Hills Subdivision, according to the plats thereof on file in the Office of the Record of Ada County, Idaho;

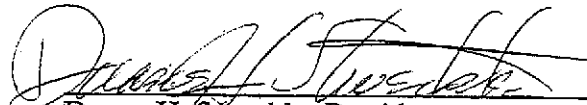
SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded February 20, 1992, as Instrument No. 9209714, and the Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Lexington Hills Subdivision No. 6, filed of record in the Office of the Recorder of Ada County, Idaho; and

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments, for the year 1994.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officer the 17th day of May, 1994.

LEXINGTON HILLS, INC.

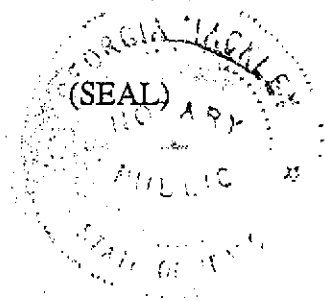

Duane H. Stueckle, President

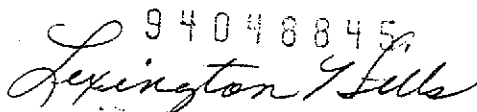
STATE OF IDAHO)
 : ss.
County of Ada)

On this 17th day of May, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane H. Stueckle, known or identified to me to be the President of Lexington Hills, Inc., who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

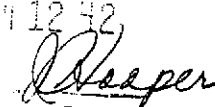

NOTARY PUBLIC FOR IDAHO
Residing at: Boise, ID
My Commission Expires: 6/20/94



94048845

ADJ. RECORDER
J. DAVID NAVARRO
BOISE ID

DEED - 2

<W>lex/deed/homeowners/4.wp/21894

'94 MAY 25 PM 12 42
FEE 6.00
RECORDED AT 6.00 
RECORDED AT 6.00 RECORDED AT

94017555
Lexington Hills, Inc
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE ID

DEED

LEXINGTON HILLS, INC., an Idaho corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, Idaho 83616, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its offices at 1815 E. Stonybrook Court, Eagle, Idaho 83616, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in Ada County, State of Idaho:

Lots 28 and 30, Block 7, Lot 1, Block 17, and Lot 1, Block 18 of Lexington Hills Subdivision No. 5, according to the official plat thereof on file in the office of the County Recorder of Ada County, Idaho, as Instrument No. 14010822;

TOGETHER WITH a nonexclusive easement ten (10) feet wide, inside the boundary adjacent to the public right-of-way, of Lots 28, 30 and 33 through 48, Block 7, Lot 1, Block 17, Lots 1 through 31, Block 18, Lots 1 through 12, Block 19, Lots 1 through 10, Block 20, Lots 1 through 8, Block 21, and Lots 1 through 3, Block 22, of Lexington Hills Subdivision No. 5, as shown on the recorded plat thereof, for construction, maintenance and repair of a pressurized pipe irrigation system to be owned and operated by the Association;

TOGETHER WITH 17.0 miners inches of Jacob's water and 0.44 miners inch of Developed water, for purposes of irrigating the above-referenced lots in Lexington Hills Subdivision No. 5, delivered by the Farmers Union Canal Company during the irrigating season;

RESERVING UNTO GRANTOR, its successors and assigns, a nonexclusive perpetual right-of-way for transportation of water and easement ten feet in width, lying five feet on either side of the irrigation pipeline for irrigation system, including pumps, pipelines and accessories in favor of other users of the irrigation system, their successors and assigns, for delivery of irrigation water through irrigation pipelines within the Common Area of Lexington Hills Subdivision, according to the plats thereof on file in the Office of the Record of Ada County, Idaho;

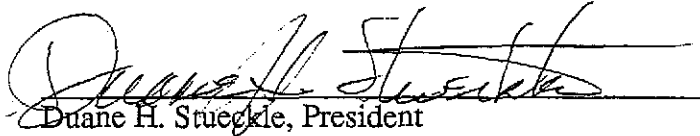
SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded February 20, 1992, as Instrument No. 9209714, and the Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Portions of Lexington Hills Subdivision No. 5 ("Lexington Hills 5"), filed of record in the Office of the Recorder of Ada County, Idaho; and

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments, for the year 1994.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the 22nd day of February, 1994.

LEXINGTON HILLS, INC.


Duane H. Stueckle, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 22nd day of February, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane H. Stueckle, known or identified to me to be the President of Lexington Hills, Inc., who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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


NOTARY PUBLIC FOR IDAHO
Residing at: Boise, Id
My Commission Expires: 6/20/94

DEED

LEXINGTON HILLS, INC., an Idaho corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, Idaho 83616, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its offices at 1815 E. Stonybrook Court, Eagle, Idaho 83616, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in Ada County, State of Idaho:

Lot 1, Block 15 of Lexington Hills Subdivision No. 4, according to the official plat thereof on file in the office of the County Recorder of Ada County, Idaho, in Book 62 of Plats at pages 6269 through 6271;

TOGETHER WITH a nonexclusive perpetual easement hereby granted on and over the surface of Lot 2, Block 15, of Lexington Hills Subdivision No. 4, for use and enjoyment of its members as park and open space, subject to the requirements for well lots set forth in IDAPA 16.01.8601;

TOGETHER WITH a nonexclusive easement ten (10) feet wide, inside the boundary of each Lot and Common Area of Lexington Hills Subdivision No. 4 adjacent to the right-of-way, as shown on the plat thereof, for construction, maintenance and repair of a pressurized pipe irrigation system to be owned and operated by the Association;

TOGETHER WITH 32.0 miners inches of Jacob's water and 0.85 miners inch of Developed water, for purposes of irrigating Lexington Hills Subdivision No. 4, delivered by the Farmers Union Canal Company during the irrigating season;

RESERVING unto the Grantor, its successors and assigns, a perpetual easement for installation, maintenance, repair and replacement of an underground water line over and across a 20-foot wide tract of land being a portion of Lot 1, Block 15 of Lexington Hills Subdivision No. 4, more described on Exhibit "A" attached hereto and incorporated herein by this reference;

SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded February 20, 1992, as Instrument No. 9209714, and the Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Lexington Hills Subdivision No. 4, filed of record in the Office of the Recorder of Ada County, Idaho; and

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments, for the year 1994.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the 22nd day of February, 1994.

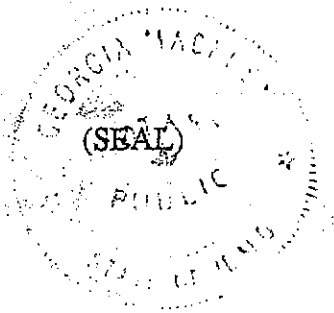
LEXINGTON HILLS, INC.

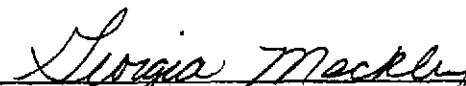

Duane H. Stueckle, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 22nd day of February, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane H. Stueckle, known or identified to me to be the President of Lexington Hills, Inc., who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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




NOTARY PUBLIC FOR IDAHO
Residing at: Boise, Id
My Commission Expires: 6/20/94

94017553

Lexington Hills Inc

ADA CO RECORDER

J. DAVID NAVARRO

BOISE ID

'94 FEB 25 PM 1 33

FEE 9.00 REC'D K. Lauer
RECORDED AT THE REQUEST OF

July 29, 1993
Project No. 1360

Legal Description
Lexington Hills Subdivision Phase 4
20 Foot Wide Utility Easement

Commencing at a found aluminum cap monumenting the Southeast Corner of the Southwest 1/4 of Section 3, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, thence along the southerly line of said Southwest 1/4, said line also being the centerline of Floating Feather Road North 89°-44'-43" West a distance of 2680.44 feet to a found brass cap monumenting the Southwest Corner of said Section 3, thence leaving said southerly line and along the westerly line of said Southwest 1/4, said line also being the westerly boundary and the southerly extension thereof, of Lexington Hills Subdivision No. 1 (a recorded subdivision on file in Book 59 of Plats at Pages 5802, 5803, and 5804, Records of Ada County, Idaho) North 00°-00'-04" East a distance of 1291.25 feet to a found iron pipe, said pipe being the point of beginning of Lexington Hills Subdivision No. 4 (a recorded subdivision on file in Book 62 of Plats at Pages 6269, 6270, and 6271, Records of Ada County, Idaho). Thence continuing along the westerly line of said Southwest 1/4, said line also being the westerly boundary of said Lexington Hills Subdivision No. 4 North 00°-00'-04" East a distance of 978.52 feet to a found steel pin. Thence leaving said westerly line and along the lot line common to Lots 9 and 10, Block 15 of said Lexington Hills No. 4 North 80°-38'-00" East to a found steel pin westerly right-of-way of E. Highgate Court. Thence leaving said right-of-way North 90°-00'-00" East a distance of 40.00 feet to a found steel pin on the easterly right-of-way of E. Highgate Court, said pin being the POINT OF BEGINNING.

Thence North 64°-17'-31" East a distance of 65.62 feet to a point,
Thence along a curve to the right a distance of 20.58 feet, said curve having a radius of 50.00 feet, a central angle of 23°-34'-41" a chord bearing North 3°-55'-08" West a chord distance of 20.43 feet to a point,
Thence South 64°-17'-31" West a distance of 60.17 feet to a point on the easterly right-of-way of E. Highgate Court,
Thence along said easterly right-of-way South 00°-00'-00" East a distance of 22.20 feet to the point of beginning.

The above tract of land described contains 0.29 acres, more or less.

9328268
Suave Stueckle
ADA COUNTY, ID. FOR
J. DAVID NAVARRO
RECORDER BY Jackson
geo

DEED

'93 APR 20 AM 11 40

LEXINGTON HILLS, INC., an Idaho Corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, ID 83616, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, ID 83616, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in

Ada County, State of Idaho:

LOT 52, BLOCK 5 OF LEXINGTON HILLS SUBDIVISION NO. 3, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF ADA COUNTY, IDAHO, IN BOOK 62 OF PLATS AT PAGES 6170 THROUGH 6171.

TOGETHER WITH a nonexclusive easement ten (10) feet wide, inside the boundary of each Lot and Common Area of Lexington Hills Subdivision No. 3 adjacent to the right-of-way, as shown on the plat thereof, for construction, maintenance and repair of a pressurized pipe irrigation system to be owned and operated by the Association;

TOGETHER WITH 4.50 miners inches of Jacob's water and .12 miners inch of Developed water, for purposes of irrigating Lexington Hills Subdivision No. 3 by the Farmers Union Canal Company during the irrigating season;

SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded February 20, 1992, as Instrument No. 9209714, Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Lexington Hills Subdivision No. 2, recorded February 26, 1993 as Instrument No. 9314234, and Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Lexington Hills Subdivision No. 3 recorded April 13, 1993 as Instrument No. 9326525, records of Ada County, Idaho; and

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments for the year 1993.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attached by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the 13th day of April, 1993.

LEXINGTON HILLS, INC.


BY: Duane Stueckle, President

STATE OF IDAHO)

ss.

County of Ada)

On this 13th day of April, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane Stueckle, known or identified to me to be the President of Lexington Hills, Inc. who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackey
NOTARY PUBLIC FOR IDAHO
Residing at Boise, Idaho
My Commission Expires: 6/20/94

9326526

Lexington Hills,

ADA COUNTY, ID. FOR Inc.

J. DAVID NAVARRO

RECORDER

BY

K. Larson
902

'93 APR 13 AM 11 51

DEED

LEXINGTON HILLS, INC., an Idaho Corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, ID 83616, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, ID 83616, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in

Ada County, State of Idaho:

LOT 26 AND 31, BLOCK 5 OF LEXINGTON HILLS SUBDIVISION NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF ADA COUNTY, IDAHO, IN BOOK 62 OF PLATS AT PAGES 6152 THROUGH 6154.

TOGETHER WITH a nonexclusive easement ten (10) feet wide, inside the boundary of each Lot and Common Area of Lexington Hills Subdivision No. 2 adjacent to the right-of-way, as shown on the plat thereof, for construction, maintenance and repair of a pressurized pipe irrigation system to be owned and operated by the Association;

TOGETHER WITH 7.30 miners inches of Jacob's water and 0.19 miners inch of Developed water, for purposes of irrigating Lexington Hills Subdivision No. 2 by the Farmers Union Canal Company during the irrigating season;

SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded February 20, 1992, as Instrument No. 9209714 and Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Lexington Hills Subdivision No. 2, recorded February 26, 1993 as Instrument No. 9314234, records of Ada County, Idaho; and

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments for the year 1993.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attached by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the 12th day of April, 1993.

LEXINGTON HILLS, INC.


BY: Duane Stueckle, President

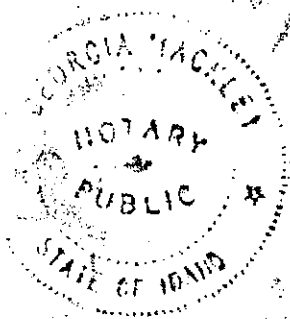
STATE OF IDAHO)

:ss.

County of Ada)

On this 12th day of April, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane Stueckle, known or identified to me to be the President of Lexington Hills, Inc. who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at Boise, Id
My Commission Expires: 6/20/94

9² 30797
Re-record
ADA COUNTY, ID. FOR *Georgia Mackley*
J. DAVID NAYARRO
RECORDER BY *Jackson*
900
'92 MAY 13 PM 2 44
DEED

9² 30315
ADA COUNTY, ID. FOR *Georgia Mackley*
J. DAVID NAYARRO
RECORDER BY *Jackson*
1500
'92 MAY 12 AM 11 43

LEXINGTON HILLS, INC., an Idaho corporation, with its principal office at 2417 Bank Drive, Suite 101, Boise, Idaho 83705, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its offices at 2417 Bank Drive, Suite 101, Boise, Idaho 83705, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in Ada County, State of Idaho:

Lot 1, Block 1; Lots 1, 3 and 17, Block 2; Lot 1, Block 3; Lots 3 and 15, Block 5; Lots 1 and 16, Block 7; and Lot 1, Block 8 of Lexington Hills Subdivision No. 1, according to the official plat thereof on file in the office of the County Recorder of Ada County, Idaho, in Book 59 of Plats at pages 5802 through 5804;

TOGETHER WITH a nonexclusive perpetual easement on and over the surface of Lot 2, Block 3, of Lexington Hills Subdivision No. 1, for use and enjoyment of its members as park and open space, subject to the requirements for well lots set forth in IDAPA 16.01.8601;

TOGETHER WITH a nonexclusive easement ten (10) feet wide, inside the boundary of each Lot and Common Area of Lexington Hills Subdivision No. 1 adjacent to the right-of-way, as shown on the plat thereof, for construction, maintenance and repair of a pressurized pipe irrigation system to be owned and operated by the Association;

TOGETHER WITH 30.60 miners inches of Jacob's water and 0.81 miners inch of Developed water, for purposes of irrigating Lexington Hills Subdivision No. 1, delivered by the Farmers Union Canal Company during the irrigating season;

SUBJECT TO an easement reserved unto the Grantor, its successors and assigns for installation and maintenance of an underground water line over and across a 20-foot wide tract of

land being a portion of Lots 1 and 2, Block 3 of Lexington Hills Subdivision (a recorded subdivision on file in Book 59 of Plats, at pages 5802, 5803 and 5804, Records of Ada County, Idaho) situated in the Southwest 1/4 of the Southwest 1/4 of Section 3, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, said tract being 10 feet each side of the following described centerline: Commencing at a found aluminum cap monumenting the south 1/4 Corner of said Section 3, thence North 89 degrees 44' 43" West, a distance of 2680.44 feet to a found brass cap monumenting the Southwest Corner of said Section 3, thence North 33 degrees 40' 43" East a distance of 526.93 feet to a set steel pin, said pin being the radius point of said Lot 2, said point also being the POINT OF BEGINNING. Thence North 76 degrees 36' 30" East a distance of 103.96 feet to a point on the westerly right-of-way of Stonybrook Court, said point being the terminus of this description;

SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded February 20, 1992, as Instrument No. 9209714, records of Ada County, Idaho; and

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments, for the year 1992.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attached by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the 7th day of May, 1992.

LEXINGTON HILLS, INC.


By: Bryce L. Peterson, President

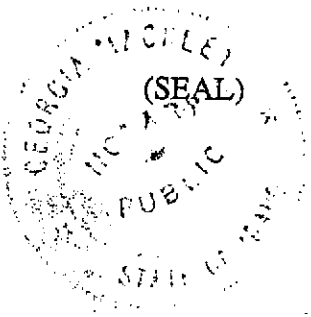
STATE OF IDAHO)

County of Ada)

: ss.

On this 7th day of May, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Bryce L. Peterson, known or identified to me to be the President of Lexington Hills, Inc., who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Borise, Id.
My Commission Expires: 6/20/94

9240025
RE-RE-RECORD
ADA COUNTY, ID. FOR MACKLEY
J. DAVID NAVARRO
RECORDER BY Q. Wade
'92 JUN 18 PM 2 03 900

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO
QUITCLAIM DEED
2001 FEB 20 AM 10:08

RECORDED - REQUEST OF

LEXINGTON HILLS, INC. 00
FEE 6 DEPUTY M. Moran

101014388

For value received, LEXINGTON HILLS, INC., an Idaho Corporation, does hereby convey, release, remise and forever quit claim unto LEXINGTON HILLS HOMEOWNERS ASSOCIATION, INC., 340 W. State, Eagle, ID 83616, the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN
AS IF SET FORTH IN FULL.

Together with their appurtenances.

DATED this 15th day of February, 2001.

LEXINGTON HILLS, INC.

BY: [Signature]

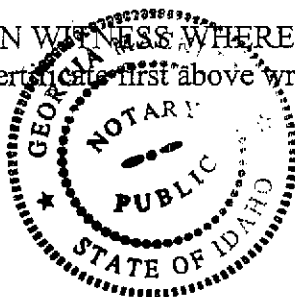
STATE OF IDAHO)

:SS.

County of Ada)

On this 15th day of February, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared DUANE H. STUECKLE, known or identified to me to be the President of LEXINGTON HILLS, INC. who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mockley
NOTARY PUBLIC FOR IDAHO
Residing at Meridian, ID
My Commission Expires: 6/22/2006

January 2, 2001
Project No. 1771EX

Legal Description
Lexington Hills (Remainder)
216 Square Foot Tract

A tract of land located in the Northwest 1/4 of the Northwest 1/4 of Section 3, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a found 5/8 inch iron rod located at the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 3, said point being the Southeast corner of Lexington on the Rim Subdivision (a recorded subdivision on file in Book 77 of Plats at Pages 8026 and 8027, Records of Ada County, Idaho), thence North 00°-30'-34" West along the easterly boundary of said Lexington on the Rim Subdivision and the easterly line of the Southwest 1/4 of the Northwest 1/4 of said Section 3, a distance of 1312.90 feet to the Northeast corner of said Lexington on the Rim Subdivision, said point also being the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 3 and also being the POINT OF BEGINNING.

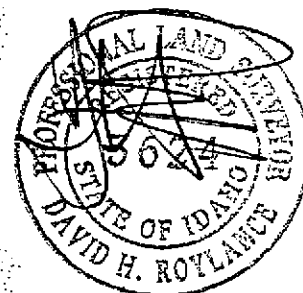
Thence continuing North 00°-30'-34" West along the easterly line of said Northwest 1/4 of the Northwest 1/4 a distance of 12.74 feet, more or less, to a point on the southeasterly boundary of Lot 4, Block 1, Rocket Bar Subdivision (a recorded subdivision on file in Book 26 of Plats at Pages 1636 and 1637, Records of Ada County, Idaho);

Thence South 69°-40'-29" West along the southeasterly boundary of said Lot 4 a distance of 36.10 feet, more or less, to a point on the northerly boundary of Lot 12, Block 1 of said Lexington on the Rim Subdivision;

Thence South 89°-40'-18" East along the northerly boundary of said Lot 12, a distance of 33.97 feet, more or less, to the POINT OF BEGINNING.

The above described tract of land contains 216 square feet, more or less, subject to all existing easements and rights-of-way.

Prepared By: ROYLANCE & ASSOCIATES P.A.
391 W. STATE STREET, SUITE E
EAGLE, IDAHO 83616
(208) 939-2824
(208) 939-2855 (FAX)



01-02-01

PIONEER TITLE COMPANY
OF ADA COUNTY

06/02/04

LISTING PACKAGE REQUEST

8151 W. Rifleman
Boise, Idaho 83704
Phone (208) 377-2700
Fax (208) 373-3875

3525 E. Overland Road
Meridian, Idaho 83642
Phone (208) 888-7230
Fax (208) 888-7260

703 Americiana, Ste. 190
Boise, Idaho 83702
Phone (208) 377-2700
Fax (208) 384-9936

661 S. Rivershore Lane, Ste. 110
Eagle, Idaho 83616
Phone (208) 938-8075
Fax (208) 938-8073

Package For:

**DEVELOPMENT SERVICES
9601 W. STATE
ATTN: GEORGIA MACKLEY**

**DELIVER
TODAY**

Property Address:

DEEDS FOR LEXINGTON HILLS

Listing Package Enclosures:

Taxes
Plat Map
Deed
Deed of Trust
Restrictive Covenants

REBECCA JONES

Signed

Thanks For Choosing Pioneer Title Company!



You can now order Farming Packages through our E-Mail
ada@pionertitle.com Or visit our Web Site @ www.PioneerTitle.com

PT #4900
PT #1200

ST-90022532

(2)

is Deed is being re-recorded to correct
omission in the Parcel 2 legal description
ly; no other changes have been made. **WARRANTY DEED**

GRANTOR, WESTERN EXCHANGE CORPORATION, a corporation organized and existing under the laws of the State of Idaho with its principal office at P. O. Box 297, Ketchum, Idaho 83340, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto FLOATING FEATHER HILLS, INC., an Idaho corporation, of 2417 Bank Drive, Boise, Idaho 83705, as GRANTEE, and to grantee's successors and assigns forever, all of the following described real estate located in Eagle, County of Ada, Idaho:

All of that certain real property described in

Exhibit "A" attached hereto and incorporated

herein by reference;

TOGETHER with all improvements, water, water rights, ditches, ditch rights, easements, hereditments and appurtenances thereto;

SUBJECT TO reservations, restrictions and dedications of record, all easements and rights of way of record or appearing on the land or known to Grantee, and general taxes and assessments for the current year which are not yet due and payable.

Conveying hereby 96.57 acres, more or less.

Grantor, for itself, its successors and assigns does hereby covenant, warranty and shall defend the quiet and peaceable possession of said premises by the grantee, its successors and assigns forever against the lawful claims of all persons.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

The officer(s) who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 25th day of April, 1991.

0121432 WESTERN EXCHANGE CORPORATION

ADA CO. CLERK FOR
J. DAVID AVANTO
RECORDER

Attest:

'91 APR 26 PM 2 38

By
Secretary

1800
President

9124186

STEWART TITLE
ADA CO. CLERK FOR
J. DAVID AVANTO
RECORDER

BY B. Belueal
1900

'91 MAY 9 PM 2 33

Order No. 90022532 JH/EG

STATE OF IDAHO, COUNTY OF ADA, ss.

On this 25th day of April in the year 1991, before me, the undersigned, a Notary Public in and for said State personally appeared Brian L. Ballard known to me to be the President of the corporation that executed this instrument and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Signature: [Handwritten Signature]

Name: EDITH M. GORTON

(Type or Print)

Residing At: Boise, Idaho

Commission expires: 10-1-91

Order No.: ST-90022532 JH

EXHIBIT "A"

PARCEL 2

A tract of land situated in the West 1/2 of Section 3, Township 4 North, Range 1 East, Boise Meridian, Ada County Idaho, described as follows.

Commencing at a found aluminum cap monumenting the South 1/4 corner of said Section 3; thence along the Southerly line of said Section 3, said line also being the centerline of Floating Feather Road

North 89 degrees 44'43" West a distance of 2680.44 feet to a found brass cap monumenting the Southwest corner of said Section 3, said brass cap also being THE POINT OF BEGINNING; thence leaving said Southerly line and along the Westerly line of said Section 3

North 00 degrees 00'04" East a distance of 2623.34 feet to a found brass cap monumenting the West 1/4 corner of said Section 3; thence leaving said Westerly line and along the East-West center-of-section line of said Section 3

South 89 degrees 43'02" East a distance of 1327.89 feet to a found steel pin, said pin being the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 3; thence leaving said East-West center-of-section line

North 73 degrees 57'00" East a distance of 88.29 feet to a point; thence

South 65 degrees 36'30" East a distance of 487.68 feet to a point; thence

South 17 degrees 24'00" West a distance of 379.92 feet to a point; thence

South 16 degrees 30'30" East a distance of 238.22 feet to a point; thence

South 02 degrees 49'00" East a distance of 87.03 feet to a point; thence

South 00 degrees 29'30" West a distance of 312.54 feet to a point; thence

South 05 degrees 27'00" East a distance of 379.32 feet to a point; thence

South 55 degrees 38'30" West a distance of 152.54 feet to a point; thence

South 37 degrees 32'00" East a distance of 96.00 feet to a point; thence

South 00 degrees 55'30" East a distance of 216.77 feet to a point; thence

South 09 degrees 03'00" East a distance of 136.60 feet to a point; thence
 South 24 degrees 33'00" West a distance of 151.25 feet to a point; thence
 South 56 degrees 49'00" West a distance of 169.87 feet to a point; thence
 North 65 degrees 52'00" West a distance of 168.52 feet to a point; thence
 North 00 degrees 15'17" East a distance of 17.29 feet to a point; thence
 North 89 degrees 44'43" West a distance of 33.27 feet to a point; thence
 North 27 degrees 45'15" West a distance of 324.76 feet to a point; thence
 North 72 degrees 52'00" West a distance of 83.80 feet to a point; thence
 South 67 degrees 00'00" West a distance of 237.15 feet to a point; thence
 North 89 degrees 00'00" West a distance of 157.40 feet to a point; thence
 South 14 degrees 20'00" East a distance of 275.57 feet to a point; thence
 Southeasterly along the arc of a circular curve concave Southwesterly a distance of 51.74 feet, said curve having a central angle of 14 degrees 07'04", a radius of 210.00 feet, a chord bearing South 07 degrees 16'28" East a chord distance of 51.61 feet to a point; thence
 South 00 degrees 12'56" East a distance of 163.36 feet to a point; thence
 Southeasterly along the arc of a circular curve concave Northeasterly a distance of 19.58 feet, said curve having a central angle of 14 degrees 01'24", a radius of 80.00 feet, a chord bearing South 07 degrees 13'39" East a chord distance of 19.53 feet to a point; thence
 South 14 degrees 14'21" East a distance of 46.90 feet to a point; thence
 Southeasterly along the arc of a circular curve concave Southwesterly a distance of 4.90 feet, said curve having a central angle of 14 degrees 01'24", a radius of 20.00 feet, a chord bearing South 07 degrees 13'39" East a chord distance of 4.88 feet to a point; thence
 South 00 degrees 12'56" East a distance of 27.24 feet to a point; thence
 Southeasterly along the arc of a circular curve concave Northeasterly a distance of 46.88 feet, said curve having a central angle of 89 degrees 31'46", a radius of 30.00 feet, a chord bearing South 44 degrees 58'49" East a chord distance of 42.25 feet to a point; thence
 South 00 degrees 15'17" West a distance of 30.00 feet to a point on said Southerly line of Section 3; thence along said Southerly line
 North 89 degrees 44'43" West a distance of 927.00 feet to

THE POINT OF BEGINNING.

PARCEL 4

A Perpetual Non-Exclusive Easement for a sewer line over the following described Parcels:

CORRIDOR ONE

A 20.00-foot sanitary sewer easement being 10.00 feet left of and 10.00 feet right of and parallel with the following described centerline lying in portions of the Northeast 1/4 of the Northeast 1/4 of Section 9 and the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 4 North, Range 1 East, Boise Meridian, Eagle, Ada County, Idaho;

Beginning at an aluminum cap marking the section corner common to Sections 3 and 4, and said Sections 9 and 10; thence

North 39 degrees 11'50" East 270.22 feet along the Northerly boundary of the said Northwest 1/4 of the Northwest 1/4 of Section 10, which is also the centerline of Floating Feather Road, to a point, also said point being THE REAL POINT OF BEGINNING; thence

South 0 degrees 48'10" East 144.66 feet to a point; thence

South 27 degrees 35'27" East 345.59 feet to a point; thence

South 59 degrees 46'33" West 151.93 feet to a point on the centerline of the Farmer's Union Canal; thence continuing

South 59 degrees 46'33" West 190.32 feet to a point; thence

South 0 degrees 04'07" East 517.66 feet to a point; thence

South 36 degrees 55'22" East 55.48 feet to a point; thence

South 2 degrees 41'13" East 127.34 feet to a point on the Southerly boundary of the said Northwest 1/4 of the Northwest 1/4 of Section 10, said point bears

North 87 degrees 18'47" East 173.46 feet along the said Southerly boundary of the NW 1/4 of 10 from the Southwest corner of the said Northwest 1/4 of the Northwest 1/4 of Section 10, also said point being THE POINT OF ENDING of the above described 20.00-foot sanitary sewer easement.

CORRIDOR TWO

A 20.00-foot sanitary sewer easement being 10.00 feet left of and 10.00 feet right of and parallel with the following described centerline lying in

portions of the Northeast 1/4 of the Northeast 1/4 of Section 9 and the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 4 North, Range 1 East, Boise Meridian, Eagle, Ada County, Idaho;

Beginning at an aluminum cap marking the section corner common to Sections 3 and 4, and said Sections 9 and 10; thence

North 89 degrees 11'50" East 270.22 feet along the Northerly boundary of the said Northwest 1/4 of the Northwest 1/4 of Section 10, which is also the centerline of Floating Feather road, to a point, also said point being THE REAL POINT OF BEGINNING; thence

South 0 degrees 48'10" East 144.66 feet to a point; thence

South 27 degrees 35'27" East 345.59 feet to a point; thence

South 59 degrees 46'33" West 151.93 feet to a point on the centerline of the Farmer's Union Canal; thence continuing

South 59 degrees 46'33" West 190.32 feet to a point; thence

South 0 degrees 04'07" East 280.00 feet to a point; thence

South 89 degrees 18'41" West 172.29 feet to a point on the centerline of North Edgewood Road, said point being THE POINT OF ENDING of the above described 20.00-foot sanitary sewer easement.

591-10612

CORPORATE WARRANTY DEED

FOR VALUE RECEIVED. Lexington Hills, Inc., an Idaho Corporation successor by corporate name change to Floating Feather Hills, Inc., an Idaho Corporation, a corporation

organized and existing under the laws of the State of Idaho, with its principal office at Boise, State of Idaho, of County of Ada

GRANTOR, hereby GRANT, BARGAIN, SELL and CONVEY unto

Lexington Hills, Inc., an Idaho Corporation GRantee
whose current address is: 2417 Bank Drive Suite 101 Boise, Idaho 83705
the following described real property located in Ada County, State of Idaho,
more particularly described as follows, to wit:

SEE EXHIBIT "A" ATTACHED AND MADE A PART HEREOF.

9150049

BOISE TITLE & ESCROW
ADA COUNTY, ID. FOR
J. DAVID NAVARRO
RECORDER BY *[Signature]*

'91 SEP 9 AM 11 35

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attended by a quorum

In witness whereof, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officers this 3RD day of SEPTEMBER in the year of 1991

CORPORATE SEAL

Lexington Hills, Inc.

CORPORATE NAME

By

[Signature]

PRESIDENT

Attest

[Signature]

SECRETARY

ACKNOWLEDGEMENT - Corporate

STATE OF Idaho County of Ada
On this 3rd day of September
in the year of 1991 before me the undersigned a Notary Public in and for said State, personally appeared Brice L. Mackley
+ Duane Stueckle
known or identified to me to be the President + Secretary of the corporation that executed the instrument or the person 5 who executed the instrument in behalf of said corporation and acknowledged to me that such person executed the same
Signature Brice L. Mackley
Name Brice L. Mackley
Residing at Boise, ID
My commission expires 6/20/94

STATE OF IDAHO COUNTY OF

Thereby Certify that this instrument was filed for record at the request of

at _____ minutes past _____ o'clock _____
in _____ day of _____
19 _____ in my office and duly recorded in Book _____
of Mortgages at page _____

Ex-Officio Recorder

By

Deputy

Fees \$
Paid to



Boise Title & Escrow, Inc.

EXHIBIT "A"

tract of land situated in the West 1/2 of Section 3, Township 4 North, Range 1 East, 6th Meridian, Ada County, Idaho, described as follows:

beginning at a found aluminum cap monumenting the South 1/4 corner of said Section 3; thence along the Southerly line of said Section 3, said line also being the centerline of existing Feather Road

th 89°44'43" West a distance of 2680.44 feet to a found brass cap monumenting the Northeast corner of said Section 3, said brass cap also being the POINT OF BEGINNING;

thence leaving said Southerly line and along the Westerly line of said Section 3

th 00°00'04" East a distance of 2623.34 feet to a found brass cap monumenting the West corner of said Section 3; thence leaving said Westerly line and along the East-West center of section line of said Section 3

th 89°43'02" East a distance of 1327.89 feet to a found steel pin, said pin being the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 3; thence leaving said East-West center of section line

th 73°57'00" East a distance of 88.29 feet to a point; thence

th 65°36'30" East a distance of 487.68 feet to a point; thence

th 17°24'00" West a distance of 179.92 feet to a point; thence

th 16°30'30" East a distance of 238.22 feet to a point; thence

th 02°49'00" East a distance of 87.03 feet to a point; thence

th 00°55'10" East a distance of 216.77 feet to a point; thence

th 00°29'30" West a distance of 312.54 feet to a point; thence

th 05°27'00" East a distance of 179.32 feet to a point; thence

th 55°38'10" West a distance of 152.54 feet to a point; thence

th 37°32'00" East a distance of 96.00 feet to a point; thence

th 09°03'00" East a distance of 136.60 feet to a point; thence

th 24°13'00" West a distance of 151.25 feet to a point; thence

th 56°49'00" West a distance of 169.87 feet to a point; thence

th 65°52'00" West a distance of 168.52 feet to a point; thence

th 00°15'17" East a distance of 17.29 feet to a point; thence

th 89°44'43" West a distance of 33.27 feet to a point; thence

th 27°45'15" West a distance of 324.76 feet to a point; thence

th 72°52'00" West a distance of 83.80 feet to a point; thence

th 67°00'00" West a distance of 237.15 feet to a point; thence

th 89°36'00" West a distance of 157.40 feet to a point; thence

th 14°20'00" East a distance of 275.57 feet to a point; thence Southeasterly along the center of a circular curve concave Southwesterly a distance of 51.74 feet, said curve having a central angle of 14°07'04", a radius of 210.00 feet, a chord bearing

th 07°16'28" East a chord distance of 51.61 feet to a point; thence

th 00°12'56" East a distance of 163.76 feet to a point; thence Southeasterly along the center of a circular curve concave Northeasterly a distance of 19.58 feet, said curve having a central angle of 14°01'24", a radius of 80.00 feet, a chord bearing

th 07°13'39" East a chord distance of 19.53 feet to a point; thence

th 14°14'21" East a distance of 46.90 feet to a point; thence Southeasterly along the center of a circular curve concave Southwesterly a distance of 4.90 feet said curve having a central angle of 14°01'24", a radius of 20.00 feet, a chord bearing

th 07°13'39" East a chord distance of 4.88 feet to a point; thence

th 00°12'56" East a distance of 27.24 feet to a point; thence Southeasterly along the center of a circular curve concave Northeasterly a distance of 46.88 feet, said curve having a central angle of 89°31'46", a radius of 30.00 feet, a chord bearing

th 44°58'40" East a chord distance of 42.25 feet to a point; thence

th 00°15'17" West a distance of 30.00 feet to a point on the said Southerly line of Section 3; thence along said Southerly line

th 89°44'43" West a distance of 927.00 feet to the POINT OF BEGINNING.

File No.: wild

CORPORATE WARRANTY DEEDFOR VALUE RECEIVED, **HOLGATE ENTERPRISES, INC.**, an Idaho Corporationorganized and existing under the laws of the State of Idaho, with its principal office at Boise, Idaho,
of County of ADA, State of Idaho.GRANTOR, hereby GRANT, BARGAIN, SELL and CONVEY unto
LEXINGTON HILLS, INC., an Idaho Corporationwhose current address is: 2417 Bank Drive #101, Boise, Idaho 83705
the following described real property located in Ada County, State of Idaho,
more particularly described as follows, to wit:

GRANTEE

See attached exhibit "A" which consists of one (1) page and is made a part hereof

9289994

BOISE TITLE & ESCROW

ADA COUNTY, ID. FOR _____

J. DAVID NAVARRO

RECORDER

BY *Klaus*

'92 DEC 28 PM 3 40

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officers this 30th day of November, in the year of 1992



CORPORATE SEAL

HOLGATE ENTERPRISES, INC.

CORPORATE NAME

By

M. Marlynn Holgate

PRESIDENT

Attest:

Verna C. Holgate

SECRETARY

ACKNOWLEDGMENT - Corporate

STATE OF Idaho, County of Ada

on this 30th day of November

1992

before me, the undersigned, Notary Public and for and more personally appeared *G. Marlynn Holgate*+ *Verna C. Holgate* President +

Secretary

of the corporation that executed the instrument
and the person(s) who executed the instrument on her behalf and corporation, and
a witness who with me consulted the same

Georgia Mackley
Georgia Mackley

Boise, ID
6/20/94

**Boise Title & Escrow, Inc.**

EXHIBIT "A"

A tract of land situated in the Southwest 1/4 of Section 3, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, described as follows:

Commencing at a found aluminum cap monumenting the Southeast Corner of said Southwest 1/4 of Section 3, thence along the southerly line of said Section 3, said line also being the centerline of Floating Feather Road North 89°-44'-43" West a distance of 2680.44 feet to a found brass cap monumenting the Southwest Corner of said Section 3, thence continuing along said southerly line South 89°-44'-41" East a distance of 1445.60 feet to a set P.K. Nail, said P.K. Nail being the POINT OF BEGINNING.

Thence leaving said southerly line North 00°-15'-17" East a distance of 402.73 feet to a found P.K. Nail on the southeasterly boundary of Lexington Hills Subdivision No. 1, (a recorded subdivision on file, in Book 59 of Plats, at Pages 5802, 5803 and 5804, Records of Ada County, Idaho), Thence along said southeasterly boundary the following courses:

South 65°-52'-00" East a distance of 168.52 feet to a found steel pin,
Thence North 56°-49'-00" East a distance of 169.87 feet to a found steel pin,
Thence North 24°-31'-00" East a distance of 151.25 feet to a found steel pin,
Thence North 09°-03'-00" West a distance of 136.60 feet to a found steel pin,
Thence North 37°-32'-00" West a distance of 96.00 feet to a found steel pin,

Thence leaving said southeasterly boundary North 55°-38'-30" East a distance of 152.54 feet to a found steel pin,
Thence North 05°-27'-00" West a distance of 379.32 feet to a found steel pin,
Thence South 11°-29'-11" East a distance of 512.22 feet to a found steel pin,
Thence South 00°-12'-00" East a distance of 277.52 feet to a found steel pin,

File No.: wild

1501001791

CORPORATE WARRANTY DEED

FOR VALUE RECEIVED. HOLGATE ENTERPRISES, INC., an Idaho Corporation

organized and existing under the laws of the State of Idaho, with its principal office at Boise, Idaho
of County of ADA State of Idaho.

GRANTOR, hereby GRANT, BARGAIN, SELL and CONVEY unto
LEXINGTON HILLS, INC., an Idaho Corporation

GRANTEE

whose current address is: 2417 Bank Drive #101, Boise, Idaho 83705
the following described real property located in Ada County, State of Idaho,
more particularly described as follows, to wit:

See attached exhibit "A" which consists of one (1) page and is made a part hereof

9289994

BOISE TITLE & ESCROW

ADA COUNTY, ID. FOR

J. DAVID NAVARRO

RECORDER

BY *Klaus*

'92 DEC 28 PM 3:40

RE-RECORD TO CORRECT LEGAL DESCRIPTION

TO HAVE AND TO HOLD the said premises, with the appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that Grantor is the owner in fee simple of said premises, that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s), and subject to reservations, restrictions, dedications, easements, rights of way and agreements (if any) of record, and general taxes and assessments (including irrigation and utility assessments, if any) for the current year which are not yet due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officers this 30th day of November in the year of 1992

HOLGATE ENTERPRISES, INC.

CORPORATE NAME

By *B. Marlynn Holgate*

PRESIDENT

Attest: *Verna C. Holgate*

SECRETARY

ACKNOWLEDGEMENT

Idaho Ada

30th November

1992

G. Marlynn Holgate

Verna C. Holgate
President

Secretary

Georgia Mackley
Georgia Mackley

Boise, ID
6/20/94

9306032
Rerecord BOISE TITLE & ESCROW

ADA COUNTY, ID. FOR

J. DAVID NAVARRO

RECORDER

BY *Retinal*

'93 JAN 25 PM 3:23



Boise Title & Escrow, Inc.

A tract of land situated in the Southwest 1/4 of Section 3, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, described as follows:

Commencing at a found aluminum cap monumenting the Southeast Corner of said Southwest 1/4 of Section 3, thence along the southerly line of said Section 3, said line also being the centerline of Floating Feather Road North 89°-44'-43" West a distance of 2680.44 feet to a found brass cap monumenting the Southwest Corner of said Section 3, thence continuing along said southerly line South 89°-44'-43" East a distance of 1445.60 feet to a set P.K. Nail, said P.K. Nail being the POINT OF BEGINNING.

Thence leaving said southerly line North 00°-15'-17" East a distance of 402.73 feet to a found P.K. Nail on the southeasterly boundary of Lexington Hills Subdivision No. 1, (a recorded subdivision on file, in Book 59 of Plats, at Pages 5802, 5803 and 5804, Records of Ada County, Idaho), Thence along said southeasterly boundary the following courses:

South 65°-52'-00" East a distance of 168.52 feet to a found steel pin,
Thence North 56°-49'-00" East a distance of 169.87 feet to a found steel pin,
Thence North 24°-33'-00" East a distance of 151.25 feet to a found steel pin,
Thence North 09°-03'-00" West a distance of 136.60 feet to a found steel pin,
Thence North 37°-32'-00" West a distance of 96.00 feet to a found steel pin,

Thence leaving said southeasterly boundary North 55°-38'-30" East a distance of 152.54 feet to a found steel pin,
Thence North 05°-27'-00" West a distance of 379.32 feet to a found steel pin,
Thence South 11°-29'-11" East a distance of 512.22 feet to a found steel pin,
Thence South 00°-12'-00" East a distance of 277.52 feet to a found steel pin,

1504001793

Page Two
Legal Description
Lexington Hills Inc.
Additional Property Purchase
5.79 Acre Tract

Page Two
Legal Description
Lexington Hills Inc.
Additional Property Purchase
5.79 Acre Tract

Thence South 00°-15'-17" West a distance of 461.73 feet to a
set steel pin on said southerly line of the Southwest 1/4,
Thence along said southerly line North 89°-44'-43" West
a distance of 871.43 feet to the POINT OF BEGINNING.

The above described tract of land contains 5.79 acres,
more or less, subject to all existing easements and
rights-of-way.

Prepared by:

ROYLANCE & ASSOCIATES, P.A.
4619 Emerald, Suite D-2
Boise, Idaho 83706
(208) 336-7390



10/21/92

ACHD Project 60020.0
Floating Feather Road
R/W Parcel No. 4A
Section 3, T4N, R1E, BM

Idaho County Highway District
J. B. A. ...
RECORDED *Belueal*
300

'93 APR 15 PM 3 22

1523000403

QUIT CLAIM DEED

For Value Received, HOLGATE ENTERPRISES, INC.

the Grantor, does hereby convey, release, remise and forever quit claim unto LEXINGTON HILLS, INC., whose principal place of business is 2417 Bank Drive, Suite 101, Boise, Idaho 83705, the GRANTEE, the following described premises located in ADA County, Idaho, to-wit:

A parcel of land located in Section 3, T.4N., R.1E., Boise Meridian, Ada County, Idaho and being more specifically described as follows:

Beginning at the Quarter Section Corner common to Sections 3 and 10 of said T.4N., R.1E., B.M.:

Thence North $89^{\circ}44'36''$ West along the line common to Sections 3 and 10, a distance of 88.46 feet to a point, said point being the REAL POINT OF BEGINNING;

Thence continuing North $89^{\circ}44'36''$ West along the line common to Sections 3 and 10, a distance of 1142.65 feet to a point;

Thence North $0^{\circ}15'31''$ West, a distance of 30.00 feet to a point;

Thence South $89^{\circ}44'36''$ East, a distance of 1142.56 feet to a point;

Thence South $0^{\circ}25'15''$ East, a distance of 30.00 feet to the REAL POINT OF BEGINNING, said parcel containing 0.7869 acres, more or less.

NOTE: This legal description INCLUDES the North 25.00 feet of the existing Floating Feather Road right-of-way abutting said parcel and said parcel containing 0.6558 acres of existing right-of-way.

together with their appurtenances.

Dated: 4-12-93

HOLGATE ENTERPRISES, INC.

By Marilyn Holgate (pres.)

STATE OF IDAHO, COUNTY OF Lincoln ss.

On this 12 day of April, 1993, before me, a notary public in and for said State, personally appeared Marilyn Holgate, known to me to be the President of Holgate Enterprises, Inc. and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he willfully executed the same for and on behalf of said Corporation.

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

SEAL

Ellen R. Thomas
Notary Public for State of Idaho
Residing at: Malad, Idaho
My Commission Expires: 1995

ST-93042005 PW

WARRANTY DEED

1050001715

FOR VALUE RECEIVED, HOLGATE ENTERPRISES, INC., a corporation duly organized and existing under the laws of the State of Idaho, the Grantor, does hereby grant, bargain, sell, and convey unto LEXINGTON HILLS, INC., the Grantee, whose current address is 1815 E. Stonybrook Court, Eagle, Idaho 83616, the following described property:

All of that certain real property described in Exhibit "A" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee, its successors and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that it is free from all encumbrances except easements, covenants, and restrictions currently of record, and that Grantor will warrant and defend the same from all other lawful claims whatsoever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary this 19th day of July, 1993.

HOLGATE ENTERPRISES, INC.

By G. Marlynn Holgate (pres)
G. Marlynn Holgate, President

ATTEST:

Verna C. Holgate (sec.)
Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 21st day of July, 1993, before me, a Notary Public for the State of Idaho, personally appeared G. Marlynn Holgate, known to me to be the President of Holgate Enterprises, Inc., and Verna C. Holgate known to me to be the Secretary of Holgate Enterprises, Inc., and acknowledged to me that such corporation executed the same.

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



J. Charles Blanton
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires 2-17-98

STEWART TITLE

Michael
1000

WARRANTY

EXHIBIT "A"

PARCEL 2

A tract of land situated in Section 3, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, described as follows:

Commencing at a found aluminum cap monumenting the Southeast Corner of said Section 3, thence along the Southerly line of the Southeast 1/4 of said Section 3, said line also being the centerline of Floating Feather Road,

North 89 degrees 44'33" West a distance of 2659.37 feet to a found aluminum cap monumenting the Southwest Corner of said Southeast 1/4, thence continuing along said Southerly line

South 89 degrees 44'33" East a distance of 383.23 feet to a found steel pin on the Easterly boundary of LEXINGTON HILLS SUBDIVISION NO. 5 (a recorded subdivision on file in Book * of Plats at Pages , , , , and , Records of Ada County, Idaho, thence leaving said Southerly line and along the Easterly boundary of said LEXINGTON HILLS SUBDIVISION NO. 5,

North 00 degrees 25'20" West a distance of 1837.17 feet to a set iron pipe, said pipe being the POINT OF BEGINNING, thence leaving said Easterly boundary of LEXINGTON HILLS SUBDIVISION NO. 5 and along the Northerly boundary of said LEXINGTON HILLS SUBDIVISION NO. 5 the following courses:

South 86 degrees 33'00" West a distance of 81.29 feet to a found steel pin, thence

South 71 degrees 00'00" West a distance of 30.82 feet to a found steel pin, thence

South 17 degrees 30'00" West a distance of 132.08 feet to a found steel pin, thence along the arc of a circular curve to the left a distance of 11.22 feet, said curve having a central angle of 12 degrees 51' 30", a radius of 50.00 feet, a chord bearing North 78 degrees 55'45" West, a chord distance of 11.20 feet to a found steel pin, thence

North 04 degrees 38'30" East a distance of 105.02 feet to a found steel pin, thence

North 74 degrees 53'00" West a distance of 65.46 feet to a found steel pin, thence

South 50 degrees 00'00" West a distance of 112.82 feet to a found steel pin, thence

North 81 degrees 15'00" West a distance of 121.84 feet to a found steel pin, thence

North 82 degrees 17'49" West a distance of 60.06 feet to a found steel pin, thence

South 78 degrees 45'00" West a distance of 108.26 feet to a found steel pin, thence

South 10 degrees 37'00" West a distance of 173.65 feet to a found steel pin, thence

South 41 degrees 07'00" West a distance of 46.91 feet to

Continuation of Exhibit A

Order No. ST-93042003 PW

a found steel pin, thence
South 73 degrees 34'00" West a distance of 187.74 feet to
a found steel pin, thence
South 50 degrees 26'00" West a distance of 195.97 feet to
a found steel pin, thence
South 41 degrees 34'00" West a distance of 80.02 feet to
a found steel pin, thence
South 49 degrees 41'00" East a distance of 128.32 feet to
a found steel pin, thence
South 40 degrees 19'00" West a distance of 25.00 feet to
a found steel pin, thence
North 49 degrees 41'00" West a distance of 128.87 feet to
a found steel pin, thence
South 41 degrees 34'00" West a distance of 234.67 feet to
a found steel pin,
South 43 degrees 14'00" East a distance of 133.73 feet to
a found steel pin, thence along the arc of a circular
curve to the right a distance of 132.05 feet said
curve having a central angle of 43 degrees 14'00",
a radius of 175.00 feet, a chord bearing South
68 degrees 23'00" West, a chord distance of 128.94
feet to a found steel pin, thence
North 90 degrees 00'00" West a distance of 43.91 feet to a
found steel pin on the Easterly boundary of
LEXINGTON HILLS SUBDIVISION NO. 3 (a recorded
subdivision on file in Book 62 of Plats, at Pages
6170 and 6171, Records of Ada County, Idaho),
thence leaving said Northerly boundary of LEXINGTON
HILLS SUBDIVISION NO. 5 and along the Easterly
boundary of said LEXINGTON HILLS SUBDIVISION NO. 3,
the following courses:

North 08 degrees 23'00" East a distance of 101.03 feet to a
found steel pin, thence
North 11 degrees 08'00" West a distance of 98.99 feet
to a found steel pin, thence
North 25 degrees 03'00" West a distance of 92.64 feet to
a found steel pin, thence
North 42 degrees 08'00" East a distance of 35.36 feet to
a found steel pin, thence
North 25 degrees 40'00" West a distance of 142.63 feet to
a found steel pin, thence
North 58 degrees 27'41" East a distance of 47.18 feet to
a found steel pin, thence
North 26 degrees 30'00" East a distance of 31.74 feet to
a found steel pin, thence

Continuation of Exhibit A

Order No. ST-93042003 PW

North 15 degrees 07'00" West a distance of 135.45 feet to a found steel pin, thence leaving said Easterly boundary of LEXINGTON HILLS SUBDIVISION NO. 3, and along the Easterly boundary of LEXINGTON HILLS SUBDIVISION NO. 2 (a recorded subdivision on file in Book 62 of Plats at Pages 6152, 6153 and 6154, Records of Ada County, Idaho), the following courses: thence

North 15 degrees 07'00" West a distance of 162.06 feet to a found steel pin, North 89 degrees 00'00" West a distance of 103.12 feet to a found steel pin, thence along the arc of a circular curve to the left a distance of 23.39 feet, said curve having a central angle of 26 degrees 48'20", a radius of 50.00 feet, a chord bearing North 09 degrees 31'59" West, a chord distance of 23.18 feet to a found steel pin, thence

North 67 degrees 04'00" East a distance of 129.43 feet to a found steel pin, thence

North 08 degrees 40'00" West a distance of 72.09 feet to a found steel pin, thence

North 68 degrees 26'00" West a distance of 61.50 feet to a found steel pin, thence

North 07 degrees 37'00" West a distance of 71.71 feet to a found steel pin, thence

North 27 degrees 19'00" East a distance of 56.73 feet to a found steel pin, thence

North 26 degrees 24'00" West a distance of 71.24 feet to a found steel pin, thence

North 04 degrees 38'00" East a distance of 70.35 feet to a found steel pin, thence

North 28 degrees 37'00" East a distance of 146.40 feet to a found steel pin, thence

North 05 degrees 00'00" West a distance of 46.58 feet to a found steel pin, thence

North 54 degrees 30'00" West a distance of 123.93 feet to a found steel pin, thence

North 28 degrees 22'00" East a distance of 72.46 feet to a found steel pin, thence along the arc of a circular curve to the left a distance of 123.09 feet, said curve having a central angle of 21 degrees 42'02", a radius of 325.00 feet, a chord bearing North 17 degrees 30'59" East, a chord distance of 122.36 feet to a found steel pin, thence leaving said Easterly boundary of LEXINGTON HILLS SUBDIVISION NO. 2, South 63 degrees 57'51"

Continuation of Exhibit A

Order No. ST-93042003 PW

East a distance of 289.97 feet to a set steel pin,
thence
North 59 degrees 06'00" East a distance of 100.00 feet to
a set steel pin, thence
North 02 degrees 44'00" West a distance of 163.72 feet to
a set steel pin, thence along the arc of a circular
curve to the left a distance of 30.58 feet, said
curve having a central angle of 06 degrees 22'
18", a radius of 275.00 feet, a chord bearing
North 82 degrees 23'15" East, a chord distance
of 30.57 feet to a set steel pin, thence
South 04 degrees 30'00" East a distance of 145.47 feet
to a set steel pin, thence
North 69 degrees 43'00" East a distance of 323.10 feet
to a set steel pin, thence
North 41 degrees 23'00" East a distance of 284.54 feet
to a set steel pin, thence
South 89 degrees 30'00" East a distance of 200.25 feet
to a set steel pin, thence
South 28 degrees 15'00" East a distance of 61.63 feet
to a set steel pin, thence
South 42 degrees 12'00" East a distance of 94.18 feet
to a set steel pin, thence
South 44 degrees 03'27" East a distance of 50.02 feet
to a set steel pin, thence
South 38 degrees 51'00" East a distance of 78.33 feet
to a set steel pin, thence
North 81 degrees 31'00" East a distance of 102.69 feet
to a set steel pin, thence
South 52 degrees 00'00" East a distance of 73.82 feet
to a set steel pin, thence
South 00 degrees 25'20" East a distance of 779.78 feet
to THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

A tract of land situated in the Southwest 1/4 of Section 3,
Township 4 North, Range 1 East, Boise Meridian, Ada County,
Idaho, described as follows:

Commencing at a found aluminum cap monumenting the
Southeast Corner of said Southwest 1/4 of Section 3, thence
along the Southerly line of said Section 3, said line also
being the centerline of Floating Feather Road
North 89 degrees 44'43" West a distance of 2680.44 feet
to a found brass cap monumenting the Southwest
corner of said Section 3, thence continuing
along said Southerly line
South 89 degrees 44'43" East a distance of 1445.60 feet
to a set P.K. Nail, said P.K. Nail being the

Order No. ST-93042003 PW

POINT OF BEGINNING, thence leaving said Southerly line

North 00 degrees 15'17" East a distance of 402.73 feet to a found P.K. Nail on the Southeasterly boundary of LEXINGTON HILLS SUBDIVISION NO. 1, (a recorded subdivision on file, in Book 59 of Plats, at Pages 5802, 5803 and 5804, Records of Ada County, Idaho), thence along said Southeasterly boundary the following courses:

South 65 degrees 52'00" East a distance of 168.52 feet to a found steel pin, thence

North 56 degrees 49'00" East a distance of 169.87 feet to a found steel pin, thence

North 24 degrees 33'00" East a distance of 151.25 feet to a found steel pin, thence

North 09 degrees 03'00" West a distance of 136.60 feet to a found steel pin, then

North 37 degrees 32'00" West a distance of 96.00 feet to a found steel pin, thence leaving said Southeasterly boundary

North 55 degrees 38'30" East a distance of 152.54 feet to a found steel pin, thence

North 05 degrees 27'00" West a distance of 379.32 feet to a found steel pin, thence

South 11 degrees 29'11" East a distance of 512.22 feet to a found steel pin, thence

South 00 degrees 12'00" East a distance of 277.52 feet to a found steel pin, thence

South 00 degrees 15'17" West a distance of 461.72 feet to a set steel pin on said Southerly line of the Southwest 1/4, thence along said Southerly line

North 89 degrees 44'43" West a distance of 471.43 feet to the POINT OF BEGINNING.

ST-93042003 PW

1550001724

[Signature]

WARRANTY DEED

FOR VALUE RECEIVED, HOLGATE ENTERPRISES, INC., an Idaho corporation, the Grantor, does hereby grant, bargain, sell and convey unto LEXINGTON HILLS, INC., an Idaho corporation, the Grantee, whose address is 1815 E. Stonybrook Court, Eagle, Idaho 83616, the real property in Ada County, more particularly described on Exhibit A attached hereto and incorporated herein.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, its administrators and assigns forever. And, the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that said premises are free from all encumbrances, except those of record, and that it will warrant and defend the same from all lawful claims whatsoever.

DATED this 7th day of July, 1993.

3360930 HOLGATE ENTERPRISES INC.

STEWART TITLE

ADA COUNTY, ID. FOR By G. Marlynn Holgate (pres.)
J. DAVID HAYARSON G. Marlynn Holgate, President
RECORDER BY [Signature] Grantor

STATE OF IDAHO)

County of Ada '93 JUL 29 PM 3 15

On this 7th day of July, 1993, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared G. MARLYNN HOLGATE, known to me to be the President of HOLGATE ENTERPRISES, INC., the corporation whose name is subscribed to the within Warranty Deed and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of said corporation and that said corporation executed the same.

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



[Signature]

NOTARY PUBLIC FOR IDAHO

Residing at Boise, Idaho

My Commission Expires: 2-19-94

WARRANTY DEED

1580001725

ORDER NO. ST-93042003 PW

EXHIBIT "B"

PARCEL 3

A tract of land situated in the Southwest 1/4 of Section 3, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho described as follows:

Commencing at a found brass cap monumenting the West 1/4 corner of said Section 3, thence along the Westerly line of the Southwest 1/4 of said Section 3, South 00 degrees 00'04" West a distance of 2623.34 feet to a found brass cap monumenting the Southwest corner of said Section 3, thence leaving said Westerly line and along the Southerly line of said Southwest 1/4, said line also being the centerline of Floating Feather Road, South 89 degrees 44'43" East a distance of 969.34 feet to a set P.K. Nail, said P.K. Nail being the POINT OF BEGINNING, thence leaving said Southerly line,
North 29 degrees 12'40" West a distance of 86.08 feet to a set steel pin, thence
North 00 degrees 15'17" East a distance of 345.05 feet to a set steel pin, thence
South 89 degrees 44'43" East a distance of 454.85 feet to a set steel pin, thence
South 65 degrees 52'00" East a distance of 76.64 feet to a set steel pin, thence
South 00 degrees 15'17" West a distance of 388.98 feet to a set P.K. Nail on the Southerly line of said Southwest 1/4, thence along said Southerly line
North 89 degrees 44'43" West a distance of 482.58 feet to the POINT OF BEGINNING.

WARRANTY DEED

GRANTOR, HOLGATE ENTERPRISES, INC., a corporation organized and existing under the laws of the State of Idaho, with its principal office at 142 S. Samaria Road, Malad, ID 83252, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto LEXINGTON HILLS, INC., an Idaho corporation of 1815 E. Stonybrook Court, Eagle, ID 83616 as GRANTEE, and to Grantee's successors and assigns forever, all of the following described real estate located in Eagle, County of Ada, Idaho:

97006704

All of that certain real property described in

Exhibit "A" attached hereto and incorporated herein by reference;

ADA CO. RECORDER
J. DAVID NAVARRO

TOGETHER with all improvements, water, water rights, ditches, easements, hereditaments and appurtenances thereto;

BOISE ID
Lexington Hills
97 JAN 29 AM 9 42
21.00

SUBJECT TO reservations, restrictions and dedications of record, all easements and rights of way of record or appearing on the land or known to Grantee, and general taxes and assessments for the current year which are not yet due and payable, RECORDED AT THE REQUEST OF

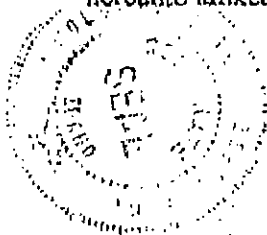
Conveying hereby 170.43 acres, more or less.

Grantor, for itself, its successors and assigns does hereby covenant, warranty and shall defend the quiet and peaceable possession of said premises by the grantee, its successors and assigns forever against the lawful claims of all persons.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

The officer(s) who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 21st of January, 1997.



HOLGATE ENTERPRISES, INC.

BY: G. Marlynn Holgate (pres.)
G. Marlynn Holgate, President

THIS DEED IS TO CORRECT WARRANTY DEED INSTRUMENT #96043519
RECORDED MAY 23, 1996

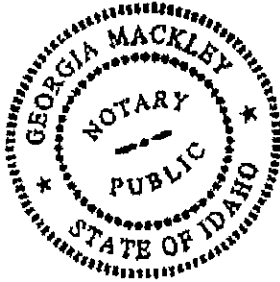
STATE OF IDAHO)

ss.

County of Ada)

On this 21st day of January, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared G. MARLYNN HOLGATE, known or identified to me to be the President of HOLGATE ENTERPRISES, INC. who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at Meridian, ID
My Commission Expires: 6/22/2000

EXHIBIT "A"

PARCEL 1

The South 1/2 of the Northeast 1/4, Southeast 1/4 of the Northwest 1/4, the Southwest 1/4, and the Southeast 1/4 of Section 3, in Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho.

EXCEPT all that portion of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 3, Township 4 North, Range 1 East, Boise Meridian lying Easterly of the East line of that certain highway known as the Boise-Horseshoe Bend Highway Survey on file in the office of the Department of Public Works of the State of Idaho.

ALSO EXCEPT that portion of the Southeast 1/4 of the Southeast 1/4 lying East of Horseshoe Bend Highway, Section 3, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho.

ALSO EXCEPT a parcel of land situate in the East one-half of Section 3, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the Section corner common to Sections 2, 3, 10, 11, Township 4 North, Range 1 East, Boise Meridian; thence
South 89°53'17" West, 2,276.14 feet along the Section line common to said Section 3 and 10 to the REAL POINT OF BEGINNING; thence
North 00°47'30" West, 2,616.95 feet; thence
North 89°53'17" East, 1,511.68 feet along a line parallel to the Southerly boundary of said Section 3 to the Southwesterly right-of-way of Idaho State Highway 55; thence
South 18°06'46" East 2,151.15 feet along the Southwesterly right-of-way of Idaho State Highway 55; thence 580.50 feet along a curve deflecting to the right, with a radius of 1,865.20 feet, a central angle of 17°49'55" a long chord of 578.16 feet and a long chord bearing of South 09°11'49" East, along the Southwesterly right-of-way of Idaho State Highway 55 to the Southerly boundary

Continued on next page

CONTINUATION OF EXHIBIT "A"

of said Section 3; thence
South 89°53'17" West, 2,236.70 feet along the Southerly boundary
of said Section 3 to the REAL POINT OF BEGINNING.

A tract of land situated in the Southwest 1/4 of Section
3, Township 4 North, Range 1 East, Boise Meridian, Ada
County, Idaho described as follows:

Commencing at a found brass cap monumenting the West
1/4 corner of said Section 3, thence along the
Westerly line of the Southwest 1/4 of said Section 3,
South 00 degrees 00'04" West a distance of 2623.34 feet
to a found brass cap monumenting the Southwest corner
of said Section 3, thence leaving said Westerly line and
along the Southerly line of said Southwest 1/4, said line
also being the centerline of Floating Feather Road,
South 89 degrees 44'43" East a distance of 969.34 feet
to a set P.K. Nail, said P.K. Nail being
the POINT OF BEGINNING, thence leaving said
Southerly line,
North 29 degrees 12'40" West a distance of 86.08
feet to a set steel pin, thence
North 00 degrees 15'17" East a distance of 345.05
feet to a set steel pin, thence
South 89 degrees 44'43" East a distance of 454.85 feet
to a set steel pin, thence
South 65 degrees 52'00" East a distance of 76.64 feet
to a set steel pin, thence
South 00 degrees 15'17" West a distance of 388.98 feet
to a set P.K. Nail on the Southerly line of said
Southwest 1/4, thence along said Southerly line
North 89 degrees 44'43" West a distance of 482.58 feet
to the POINT OF BEGINNING.

ALSO EXCEPT - 96.57 ACRE TRACT

A tract of land situated in the West 1/2 of Section 3,
Township 4 North, Range 1 East, Boise Meridian, Ada County
Idaho, described as follows.

Commencing at a found aluminum cap monumenting the South 1/4
corner of said Section 3; thence along the Southerly line
of said Section 3, said line also being the centerline of
Floating Feather Road
North 89 degrees 44'43" West a distance of 2680.44 feet to
a found brass cap monumenting the Southwest corner
of said Section 3, said brass cap also being THE
POINT OF BEGINNING; thence leaving said Southerly
line and along the Westerly line of said Section 3

Continued on next page

CONTINUATION OF EXHIBIT "A"

North 00 degrees 00'04" East a distance of 2623.34 feet
to a found brass cap monumenting the West 1/4 corner
of said Section 3; thence leaving said Westerly line
and along the East-West center-of-section line of
said Section 3
South 89 degrees 43'02" East a distance of 1327.89 feet to
a found steel pin, said pin being the Northeast corner
of the Northwest 1/4 of the Southwest 1/4 of said
Section 3; thence leaving said East-West
center-of-section line
North 73 degrees 57 degrees 00" East a distance of 88.29
feet to a point; thence
South 65 degrees 36'30" East a distance of 487.68 feet to
a point; thence
South 17 degrees 24'00" West a distance of 379.92 feet to a
point; thence
South 16 degrees 30'30" East a distance of 238.22 feet to a
point; thence
South 02 degrees 49'00" East a distance of 87.03 feet to a
point; thence
South 00 degrees 55'30" East a distance of 216.77 feet to
a point; thence
South 00 degrees 29'30" West a distance of 312.54 feet to
a point; thence
South 05 degrees 27'00" East a distance of 379.32 feet to
a point; thence
South 55 degrees 38'30" West a distance of 152.54 feet to
a point; thence
South 37 degrees 32'00" East a distance of 96.00 feet to
a point; thence
South 09 degrees 03'00" East a distance of 136.60 feet to a
point; thence
South 24 degrees 13'00" West a distance of 151.25 feet to a
point; thence
South 56 degrees 49'00" West a distance of 169.87 feet to a
point; thence
North 65 degrees 52'00" West a distance of 168.52 feet to a
point; thence
North 00 degrees 15'17" East a distance of 17.29 feet to a
point; thence
North 89 degrees 44'43" West a distance of 33.27 feet to a
point; thence
North 27 degrees 45'15" West a distance of 324.76 feet to a
point; thence
North 72 degrees 52'00" West a distance of 83.80 feet to a
point; thence
South 67 degrees 00'00" West a distance of 237.15 feet to a
Continued on next page

CONTINUATION OF EXHIBIT "A"

point; thence
North 89 degrees 36'00" West a distance of 157.40 feet to a
point; thence
South 14 degrees 20'00" East a distance of 275.57 feet to a
point; thence
Southeasterly along the arc of a circular curve concave
Southwesterly a distance of 51.74 feet, said curve
having a central angle of 14 degrees 07'04", a radius
of 210.00 feet, a chord bearing South 07 degrees
16'28" East a chord distance of 51.61 feet to a
point; thence
South 00 degrees 12'56" East a distance of 163.36 feet to
a point; thence
Southeasterly along the arc of a circular curve concave
Northeasterly a distance of 19.58 feet, said curve
having a central angle of 14 degrees 01'24", a
radius of 80.00 feet, a chord bearing South 07
degrees 13'39" East a chord distance of 19.53
feet to a point; thence
South 14 degrees 14'21" East a distance of 46.90 feet to
a point; thence
Southeasterly along the arc of a circular curve concave
Southwesterly a distance of 4.90 feet said curve
having a central angle of 14 degrees 01'24", a
radius of 20.00 feet, a chord bearing South
07 degrees 13'39" East a chord distance of 4.88
feet to a point; thence
South 00 degrees 12'56" East a distance of 27.24 feet to
a point; thence
Southeasterly along the arc of a circular curve concave
Northeasterly a distance of 46.88 feet, said curve
having a central angle of 89 degrees 31'46", a
radius of 30.00 feet, a chord bearing South 44
degrees 58'49" East a chord distance of 42.25
feet to a point; thence
South 00 degrees 15'17" West a distance of 30.00 feet to
a point on said Southerly line of Section 3; thence
along said Southerly line
North 89 degrees 44'43" West a distance of 927.00 feet to
THE POINT OF BEGINNING.

PARCEL 3

A Perpetual Non-Exclusive Easement for Access to and
Maintaining and Servicing existing irrigation pumps and
Continued on next page

CONTINUATION OF EXHIBIT "A"

underground lines over the following described parcels.

TRACT I

Government Lot 3 and the Southwest 1/4 Northwest 1/4, Section 3, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho.

TRACT II

Lots 1 and 2, Block 1, ROCKET BAR SUBDIVISION, according to the Official Plat thereof, filed in Book 26 of Plats at Page 1636, Records of Ada County, Idaho.

P-152743JB/HH

97051946



PIONEER TITLE COMPANY
OF ADA COUNTY

821 West State Street / Boise, Idaho 83702
(208) 336-6700

888 North Cole Road / Boise, Idaho 83704
(208) 377-2700

Reviewed and approved by: [Signature] [Signature]

ADA CO. RECORDER
J. DAVID NAVARRO
BOISE ID
PIONEER TITLE

'97 JUN 30 PM 4 28
FEE Low DEP [Signature]
RECORDED AT THE REQUEST OF

SPACE ABOVE FOR RECORDING DATA

WARRANTY DEED

(INDIVIDUAL)

FOR VALUE RECEIVED KATHRYN McCALLUM, an unmarried woman

GRANTOR(s) does (do) hereby GRANT, BARGAIN, SELL and CONVEY unto

LEXINGTON HILLS, INC., an Idaho corporation

GRANTEE(S), whose current address is: 1815 Stonybrook Court, Eagle, Idaho 83616
the following described real property in Ada County, State of Idaho,

more particularly described as follows, to wit:

THE WEST 1/2 NORTHWEST 1/2 SECTION 3, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE
MERIDIAN, ADA COUNTY, IDAHO EXCEPTING THEREFROM ANY PORTION LYING WITHIN
ROCKET BAR SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN
BOOK 26 OF PLATS AT PAGE 1636, RECORDS OF ADA COUNTY, IDAHO.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns
forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee
simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made
subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of
way and agreements, (if any) of record, and general taxes and assessments, includes irrigation and utility assessments, (if any) for the
current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims
whatsoever.

Dated: June 30, 1997

[Signature: Kathryn McCallum]
KATHRYN McCALLUM

STATE OF IDAHO, County of Ada, ss.

On this 30th day of June, in the year of 1997, before me
the undersigned, a Notary Public, personally appeared

KATHRYN McCALLUM
known to me to be the person(s) whose name(s) is subscribed to the within
instrument and acknowledged to me that he executed the same.

Notary Public: [Signature: Janet L. Block]
Residing at: BOISE, ID
My Commission Expires: _____



A Pioneer Company

PIONEER TITLE COMPANY
OF ADA COUNTY

821 West State Street / Boise, Idaho 83702-5836 / Telephone (208) 336-6700

P-167352 JB/HEH

REVIEWED AND APPROVED BY: _____

WARRANTY DEED
(INDIVIDUAL)

FOR VALUE RECEIVED EAST HILLS DEVELOPMENT, LLC, an Idaho limited liability company

Grantor, does hereby grant, bargain, sell and convey unto LEXINGTON HILLS, INC., an Idaho corporation

the Grantee, whose current address is:
the following described real property in ADA County, State of Idaho, more particularly described as follows, to-wit:
SEE THE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION, WHICH BY THIS REFERENCE IS INCORPORATED HEREIN.

PIONEER TITLE

RECORDED - REQUEST OF

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

FEE 6.00 DEPUTY C. Harwood

1998 AP 24 PM 4:14

98039131

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (includes irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: April 22, 1998

EAST HILLS DEVELOPMENT, LLC

BY: Bert Bradley, Member

BY: Dave Roylance, Member

ACKNOWLEDGEMENT - Limited Liability Company

STATE OF IDAHO, County of Ada, ss.

On April 22, of 1998, in the year of 1998, before me James L. Block, a notary public, personally appeared Bert Bradley and Dave Roylance, known or identified to me as the member(s)/manager(s) in a limited liability company, of PUBLIC EAST HILLS DEVELOPMENT, LLC, and as the member(s)/manager(s) who subscribed said limited liability company name in the foregoing instrument, and acknowledged to me that they executed and acknowledged in said limited liability company name.

Notary Public: James L. Block
Residing at: Boise, Idaho
My Commission Expires: March 17, 1999

EXHIBIT A

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF EAGLE, ADA COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MONUMENTING THE SOUTH QUARTER CORNER OF SAID SECTION 3 AND THE CENTERLINE OF EAST FLOATING FEATHER ROAD, FROM WHICH A FOUND BRASS CAP MONUMENTING THE SOUTHEAST CORNER OF SAID SECTION 3 BEARS SOUTH 89 DEGREES 44'33" EAST A DISTANCE OF 2659.37 FEET;

THENCE ALONG SAID SECTION LINE SOUTH 89 DEGREES 44'33" EAST A DISTANCE OF 865.31 FEET TO A POINT;

THENCE LEAVING SAID SECTION LINE NORTH 00 DEGREES 15'27" EAST A DISTANCE OF 30.00 FEET TO A FOUND BRASS CAP ON THE NORTHERLY RIGHT-OF-WAY OF SAID EAST FLOATING FEATHER ROAD. SAID BRASS CAP BEING THE POINT OF BEGINNING.

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 89 DEGREES 44'33" WEST A DISTANCE OF 482.38 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF LEXINGTON HILLS SUBDIVISION NO. 5 (A RECORDED SUBDIVISION ON FILE IN BOOK 64 OF PLATS AT PAGES 6511 THROUGH 6515, RECORDS OF ADA COUNTY, IDAHO), (FROM WHICH A FOUND BRASS CAP BEARS SOUTH 89 DEGREES 34'45" WEST A DISTANCE OF 0.27 FEET);

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LEXINGTON HILLS SUBDIVISION NO. 5, NORTH 00 DEGREES 25'20" WEST A DISTANCE OF 1343.45 FEET TO A SET STEEL PIN;

THENCE LEAVING SAID EASTERLY BOUNDARY SOUTH 87 DEGREES 37'00" EAST A DISTANCE OF 115.04 FEET TO A SET STEEL PIN;

THENCE NORTH 73 DEGREES 43'00" EAST A DISTANCE OF 52.70 FEET TO A SET STEEL PIN;

THENCE SOUTH 88 DEGREES 19'00" EAST A DISTANCE OF 93.50 FEET TO A SET STEEL PIN;

THENCE NORTH 86 DEGREES 39'00" EAST A DISTANCE OF 164.94 FEET TO A SET STEEL PIN;

THENCE SOUTH 83 DEGREES 47'00" EAST A DISTANCE OF 179.06 FEET TO A SET STEEL PIN;

THENCE SOUTH 47 DEGREES 58'33" EAST A DISTANCE OF 80.30 FEET TO A SET STEEL PIN;

THENCE NORTH 89 DEGREES 24'00" EAST A DISTANCE OF 193.16 FEET TO A SET STEEL PIN ON THE WESTERLY RIGHT OF WAY OF STATE HIGHWAY 55;

THENCE ALONG SAID WESTERLY RIGHT OF WAY SOUTH 01 DEGREE 10'55" WEST A DISTANCE OF 1233.13 FEET TO A FOUND STEEL PIN;

THENCE SOUTH 45 DEGREES 43'19" WEST A DISTANCE OF 71.27 FEET TO A FOUND STEEL PIN, SAID PIN BEING ON THE NORTHERLY RIGHT OF WAY OF SAID EAST FLOATING FEATHER ROAD;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY, NORTH 89 DEGREES 44'33" WEST A DISTANCE OF 285.70 FEET TO A FOUND STEEL PIN;

THENCE SOUTH 00 DEGREES 15'16" WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

END OF LEGAL DESCRIPTION

W99-23

QUITCLAIM DEED

For value received, EAST HILLS DEVELOPMENT, LLC, an Idaho Limited Liability Corporation, does hereby convey, release, remise and forever quit claim unto LEXINGTON HILLS, INC., the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED
HEREIN AS IF SET FORTH IN FULL

TOGETHER WITH THEIR APPURTENANCES.

DATED this 22nd day of March, 1999

EAST HILLS DEVELOPMENT, LLC

By: [Signature]

STATE OF IDAHO)

:ss.

County of Ada)

On this 22nd day of March, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane Stueckle, known or identified to me to be a Member of EAST HILLS DEVELOPMENT, LLC, executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



[Signature]
NOTARY PUBLIC FOR IDAHO

Residing at Meridian, ID

My Commission Expires: 6/22/2000

TRANSACTION TITLE & ESCROW

RECORDED - REQUEST OF

ADA COUNTY RECORDER
J. DAVID NAVARRO
IDAHO

FEE 6.00 DEPUTY [Signature]

1999 HR 24 PM 12:33

99028323

A TRACT OF LAND SITUATED IN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF EAGLE, ADA COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MONUMENTING THE SOUTHEAST CORNER OF SAID SECTION 3 AND THE CENTERLINE OF EAST FLOATING FEATHER ROAD, THEN ALONG THE SOUTHERLY LINE OF SAID SECTION 3 SAID LINE ALSO BEING THE CENTERLINE OF SAID FLOATING FEATHER ROAD NORTH 89°-44'-33" WEST A DISTANCE OF 2559.37 FEET TO A FOUND BRASS CAP MONUMENTING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 3, THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID SECTION 3, AND THE CENTERLINE OF SAID FLOATING FEATHER ROAD SOUTH 89°-44'-33" EAST A DISTANCE OF 383.35 FEET TO A POINT, THENCE LEAVING SAID SOUTHERLY LINE AND ALONG THE WESTERLY LINE OF LEXINGTON HILLS EAST SUBDIVISION NO. 1 (A RECORDED SUBDIVISION ON FILE IN BOOK 77 OF PLATS AT PAGES 8022 THOUGH 8025 RECORDS OF ADA COUNTY IDAHO) SAID LINE ALSO BEING THE EASTERLY BOUNDARY OF LEXINGTON HILLS SUBDIVISION NO. 5 (A RECORDED SUBDIVISION ON FILE IN BOOK 64 OF PLATS AT PAGES 6511 THROUGH 6515 RECORDS OF ADA COUNTY, IDAHO) NORTH 00°-25'-20" EAST A DISTANCE OF 1373.45 FEET TO A FOUND STEEL PIN MONUMENTING THE NORTHEAST CORNER OF SAID LEXINGTON HILLS EAST SUBDIVISION NO. 1, SAID PIN BEING THE POINT OF BEGINNING.

THENCE LEAVING THE WESTERLY BOUNDARY OF SAID LEXINGTON HILLS EAST SUBDIVISION NO. 1 AND CONTINUING ALONG THE EASTERLY BOUNDARY OF SAID LEXINGTON HILLS SUBDIVISION NO. 5 AND ALONG THE EASTERLY BOUNDARY OF LEXINGTON HILLS SUBDIVISION NO. 6 (A RECORDED SUBDIVISION ON FILE IN BOOK 65 OF PLATS AT PAGES 6615 THROUGH 6619 RECORDS OF ADA COUNTY, IDAHO) NORTH 00°-25'-20" WEST A DISTANCE OF 1243.34 FEET TO A FOUND STEEL PIN MONUMENTING THE NORTHEAST CORNER OF SAID LEXINGTON HILLS SUBDIVISION NO. 6 AND THE SOUTHWEST CORNER OF LEXINGTON HILLS SUBDIVISION NO. 12 (A RECORDED SUBDIVISION ON FILE IN BOOK 77 OF PLATS AT PAGES 8120, 8121 AND 8122, RECORDS OF ADA COUNTY, IDAHO); THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LEXINGTON HILLS SUBDIVISION NO. 12 SOUTH 89°-44'-33" EAST A DISTANCE OF 847.99 FEET TO A FOUND ALUMINUM CAP, SAID MONUMENT BEING ON THE WESTERLY RIGHT-OF-WAY OF REALIGNED STATE HIGHWAY 55;

THENCE LEAVING SAID SOUTHERLY BOUNDARY AND ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES:

SOUTHEASTERLY 616.58 FEET ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 11389.16 FEET, A CENTRAL ANGLE OF 03°-06'-07", A CHORD BEARING OF SOUTH 01°-54'-49" EAST AND A CHORD DISTANCE OF 616.51 FEET TO A FOUND HIGHWAY MONUMENT;
THENCE SOUTH 00°-31'-18" EAST A DISTANCE OF 301.90 FEET TO A FOUND HIGHWAY MONUMENT;
THENCE SOUTH 01°-10'-55" WEST A DISTANCE OF 375.76 FEET TO A FOUND STEEL PIN MONUMENTING THE NORTHWEST CORNER OF SAID LEXINGTON HILLS EAST SUBDIVISION NO. 1;

THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE NORTHERLY BOUNDARY OF SAID LEXINGTON HILLS EAST SUBDIVISION NO. 1 THE FOLLOWING COURSES:

SOUTH 89°-24'-00" WEST A DISTANCE OF 193.16 FEET TO A FOUND STEEL PIN, SAID PIN BEING ON THE EASTERLY RIGHT-OF-WAY OF N. PRESTWICK WAY;
THENCE NORTH 47°-58'-33" WEST A DISTANCE OF 80.30 FEET TO A FOUND STEEL PIN, SAID PIN BEING ON THE WESTERLY RIGHT-OF-WAY OF SAID N. PRESTWICK WAY;
THENCE NORTH 83°-47'-00" WEST A DISTANCE OF 179.06 FEET TO A FOUND STEEL PIN;
THENCE SOUTH 86°-39'-00" WEST A DISTANCE OF 164.94 FEET TO A FOUND STEEL PIN;
THENCE NORTH 88°-19'-00" WEST A DISTANCE OF 93.69 FEET TO A FOUND STEEL PIN, SAID PIN BEING ON THE EASTERLY RIGHT-OF-WAY OF N. MANSFIELD PLACE;
THENCE SOUTH 73°-42'-51" WEST A DISTANCE OF 52.69 FEET TO A FOUND STEEL PIN, SAID PIN BEING ON THE WESTERLY RIGHT-OF-WAY OF SAID N. MANSFIELD PLACE;
THENCE NORTH 87°-37'-00" WEST A DISTANCE OF 114.82 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 24.72 ACRES, MORE OR LESS.

Here's the information you requested.....



September 23, 2004

Prepared For: David Shaw
ERO Resources
1106 N. Cole Rd., Suite C
Boise ID 83704



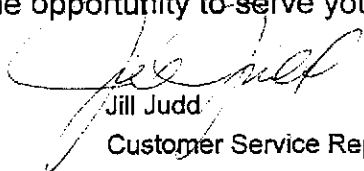
RE: Section 3-4N1E

Requested Enclosures

- | | |
|---|--|
| ☒ Warranty Deed | ☐ Tax Information |
| ☐ Quitclaim Deed | ☐ Plat Map |
| ☐ Deed of Trust | ☐ CC & Rs |

Other:

Should you have any questions or if we can be of further assistance please don't hesitate to contact us. Thank you for the opportunity to serve you!


Jill Judd

Customer Service Representative

This enclosure is provided to you free of charge and is for your information only. Transnation Title & Escrow, Inc. implies no warranties or insurance of any kind pertaining to the information contained in this information package.



1750 Front St., Suite 200
Boise, Idaho 83702
(208) 342-2222, Fax (208) 388-0615

8665 West Emerald, Suite 200
Boise, Idaho 83704
(208) 377-3190, Fax (208) 375-6750

847 ParkCentre Way, Suite 3
Nampa, Idaho 83651
(208) 466-6422, Fax (208) 466-6520

591-10612

1333001075

CORPORATE WARRANTY DEED

FOR VALUE RECEIVED, **Lexington Hills, Inc., an Idaho Corporation successor by corporate name change to Floating Feather Hills, Inc., an Idaho Corporation**, a corporation organized and existing under the laws of the State of Idaho, with its principal office at **Boise**, of County of **Ada**, State of Idaho, GRANTOR, hereby GRANT, BARGAIN, SELL and CONVEY unto

Lexington Hills, Inc., an Idaho Corporation GRantee whose current address is: **2417 Bank Drive Suite 101 Boise, Idaho 83705** the following described real property located in **Ada** County, State of Idaho, more particularly described as follows, to wit:

SEE EXHIBIT "A" ATTACHED AND MADE A PART HEREOF.

9150049

BOISE TITLE & ESCROW
ADA COUNTY, ID. FOR
J. DAVID NAVARRO
RECORDER BY *[Signature]*
600
*91 SEP 9 AM 11 35

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officers this **3RD** day of **SEPTEMBER**, in the year of **1991**

(CORPORATE SEAL)

Lexington Hills, Inc.

(CORPORATE NAME)

By *[Signature]* PRESIDENT
Attest: *[Signature]* SECRETARY

ACKNOWLEDGEMENT - Corporate
STATE OF **Idaho** County of **Ada**
On this **3rd** day of **September**
in the year of **1991**, before me, the undersigned, a Notary Public in and for said State, personally appeared **+ Duane Stuckler** known or identified to me to be the **President** of the corporation that executed the instrument of the person **5** who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.
Signature: *[Signature]*
Name: **Blanca Mackley**
Residing at: **Boise, ID**
My commission expires: **6/20/94**

STATE OF IDAHO, COUNTY OF
I hereby Certify that this instrument was filed for record at the request of
at _____ minutes past _____ o'clock _____ m.
this _____ day of _____
19 _____ in my office, and duly recorded in Book
of Mortgages at page _____
Ex-Officio Recorder
By _____ Deputy.
Fees \$
Mail to:

 **Boise Title & Escrow, Inc.**

A tract of land situated in the West 1/2 of Section 3, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, described as follows:

Commencing at a found aluminum cap monumenting the South 1/4 corner of said Section 3; thence along the Southerly line of said Section 3, said line also being the centerline of Floating Feather Road North 89°44'43" West a distance of 2680.44 feet to a found brass cap monumenting the Southwest corner of said Section 3, said brass cap also being the POINT OF BEGINNING; thence leaving said Southerly line and along the Westerly line of said Section 3 North 00°00'04" East a distance of 2623.34 feet to a found brass cap monumenting the West 1/4 corner of said Section 3; thence leaving said Westerly line and along the East-West center of section line of said Section 3 South 89°43'02" East a distance of 1327.89 feet to a found steel pin, said pin being the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 3; thence leaving said East-West center of section line North 73°57'00" East a distance of 88.29 feet to a point; thence South 65°36'30" East a distance of 487.68 feet to a point; thence South 17°24'00" West a distance of 379.92 feet to a point; thence South 16°30'30" East a distance of 238.22 feet to a point; thence South 02°49'00" East a distance of 87.03 feet to a point; thence South 00°55'30" East a distance of 216.77 feet to a point; thence South 00°29'30" West a distance of 312.54 feet to a point; thence South 05°27'00" East a distance of 379.32 feet to a point; thence South 55°18'30" West a distance of 152.54 feet to a point; thence South 37°32'00" East a distance of 96.00 feet to a point; thence South 09°03'00" East a distance of 136.60 feet to a point; thence South 24°13'00" West a distance of 151.25 feet to a point; thence South 56°49'00" West a distance of 169.87 feet to a point; thence North 65°52'00" West a distance of 168.52 feet to a point; thence North 00°15'17" East a distance of 17.29 feet to a point; thence North 89°44'43" West a distance of 33.27 feet to a point; thence North 27°45'15" West a distance of 324.76 feet to a point; thence North 72°52'00" West a distance of 81.80 feet to a point; thence South 67°00'00" West a distance of 237.15 feet to a point; thence North 89°36'00" West a distance of 157.40 feet to a point; thence South 14°20'00" East a distance of 275.57 feet to a point; thence Southeasterly along the arc of a circular curve concave Southwesterly a distance of 51.74 feet, said curve having a central angle of 14°07'04", a radius of 210.00 feet, a chord bearing South 07°16'28" East a chord distance of 51.61 feet to a point; thence South 00°12'56" East a distance of 163.36 feet to a point; thence Southeasterly along the arc of a circular curve concave Northeasterly a distance of 19.58 feet, said curve having a central angle of 14°01'24", a radius of 80.00 feet, a chord bearing South 07°13'39" East a chord distance of 19.53 feet to a point; thence

South 14°14'21" East a distance of 46.90 feet to a point; thence Southeasterly along the arc of a circular curve concave Southwesterly a distance of 4.90 feet said curve having a central angle of 14°01'24", a radius of 20.00 feet, a chord bearing South 07°13'39" East a chord distance of 4.88 feet to a point; thence South 00°12'56" East a distance of 27.24 feet to a point; thence Southeasterly along the arc of a circular curve concave Northeasterly a distance of 46.88 feet, said curve having a central angle of 09°31'46", a radius of 30.00 feet, a chord bearing South 44°58'49" East a chord distance of 42.25 feet to a point; thence South 00°15'17" West a distance of 10.00 feet to a point on the said Southerly line of Section 3; thence along said Southerly line North 89°44'43" West a distance of 927.00 feet to the POINT OF BEGINNING.

ST-93042003 PW

WARRANTY DEED

PA

FOR VALUE RECEIVED, HOLGATE ENTERPRISES, INC., a corporation duly organized and existing under the laws of the State of Idaho, the Grantor, does hereby grant, bargain, sell, and convey unto LEXINGTON HILLS, INC., the Grantee, whose current address is 1815 E. Stonybrook Court, Eagle, Idaho 83616, the following described property:

All of that certain real property described in Exhibit "A" attached hereto and incorporated herein by this reference.

1580001713

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee, its successors and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that it is free from all encumbrances except easements, covenants, and restrictions currently of record, and that Grantor will warrant and defend the same from all other lawful claims whatsoever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary this 19th day of July, 1993.

HOLGATE ENTERPRISES, INC.

By G. Marlynn Holgate (pres)
G. Marlynn Holgate, President

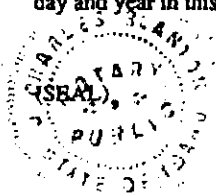
ATTEST:

Yenna C. Holgate (sec-)
Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 21st day of July, 1993, before me, a Notary Public for the State of Idaho, personally appeared G. Marlynn Holgate, known to me to be the President of Holgate Enterprises, Inc., and Yenna C. Holgate known to me to be the Secretary of Holgate Enterprises, Inc., and acknowledged to me that such corporation executed the same.

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



Charles E. Blanton
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires 2-19-94

9360928

STEWART TITLE

ADAMS, D. FOR

J. DAVID H. HILL

RECORDER

BY

Belueal

'93 JUL 29 PM 3 15

1500

EXHIBIT "A"

PARCEL I

A tract of land situated in Section 3, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, described as follows:

Commencing at a found aluminum cap monumenting the Southeast Corner of said Section 3, thence along the Southerly line of Southeast 1/4 of said Section 3, said line also being the centerline of Floating Feather Road,

North 89 degrees 44'33" West a distance of 2659.37 feet to a found aluminum cap monumenting the Southwest Corner of said Southeast 1/4, said aluminum cap being the POINT thence along the Southerly line of the Southwest 1/4 of said Section 3, said line being the centerline of Floating Feather Road

North 89 degrees 44'43" West a distance of 1234.85 feet to a found PK nail, thence leaving said Southerly line

North 00 degrees 15'17" East a distance of 402.71 feet to a found steel pin on the Easterly boundary LEXINGTON HILLS SUBDIVISION NO. 1 (a recorded subdivision on file in Book 59 of Plats of Pages 5802, 5803 and 5804, Records of thence along said Easterly boundary of LEXINGTON HILLS SUBDIVISION NO. 1, the following courses:

South 65 degrees 52'00" East a distance of 168.52 feet to a found steel pin, thence

North 56 degrees 49'00" East a distance of 169.87 feet to a found steel pin, thence

North 24 degrees 33'00" East a distance of 151.25 feet to a found steel pin, thence

North 09 degrees 03'00" West a distance of 136.60 feet to a found steel pin, thence

North 37 degrees 32'00" West a distance of 96.00 feet to a found steel pin on the Easterly boundary of LEXINGTON HILLS (a recorded subdivision on file in Book 62 of Plats at Pages 6170 and 6171, Records of Ada County, Idaho.) Thence leaving said Easterly boundary of LEXINGTON HILLS SUBDIVISION NO. 1 and along the Easterly boundary of said LEXINGTON HILLS the following courses:

North 34 degrees 43'00" East a distance of 85.52 feet to a found steel pin, thence

North 09 degrees 23'00" East a distance of 68.03 feet to a found steel pin, thence

1580001715

EXHIBIT "A" (CONTINUED)

North 17 degrees 24'00" West a distance of 52.40 feet to a found steel pin, thence leaving said Easterly boundary
South 90 degrees 00'00" East a distance of 43.91 feet to a set steel pin, thence along the arc of a circular curve to the left a distance of 132.05 feet, said curve having a central angle of 43 degrees 14'00" a radius of 175.00 feet, a chord bearing North 68 degrees 23'00" East, a chord distance of 128.94 feet to a set steel thence
North 43 degrees 14'00" West a distance of 133.73 feet to a set steel pin, thence
North 41 degrees 34'00" East a distance of 234.67 feet to a set steel pin, thence
South 49 degrees 41'00" East a distance of 128.87 feet to a set steel pin, thence
North 40 degrees 19'00" East a distance of 25.00 feet to a set steel pin, thence
North 49 degrees 41'00" West a distance of 128.32 feet to a set steel pin, thence
North 41 degrees 34'00" East a distance of 80.02 feet to a set steel pin, thence
North 50 degrees 26'00" East a distance of 195.97 feet to a set steel pin, thence
North 73 degrees 34'00" East a distance of 187.74 feet to a set steel pin, thence
North 41 degrees 07'00" East a distance of 46.91 feet to a set steel pin, thence
North 10 degrees 37'00" East a distance of 173.65 feet to a set steel pin, thence
North 78 degrees 45'00" East a distance of 108.26 feet to a set steel pin, thence
South 82 degrees 17'49" East a distance of 60.05 feet to a set steel pin, thence
South 81 degrees 15'00" East a distance of 121.84 feet to a set steel pin, thence
North 50 degrees 00'00" East a distance of 112.82 feet to a set steel pin, thence
South 74 degrees 53'00" East a distance of 65.46 feet to a set steel pin, thence
South 04 degrees 38'30" West a distance of 105.02 feet to a set steel pin, thence along the arc of a circular curve to the right, a distance of 11.22 feet, said curve having a central angle of 12 degrees 51'30", a radius of 50.00 feet, a chord bearing South 78 degrees 55'45" East, and a chord distance of 11.20 feet to a set steel pin, thence

North 17 degrees 30'00" East a distance of 132.08 feet to
a set steel pin, thence
North 71 degrees 00'00" East a distance of 30.82 feet to a
set steel pin, thence
North 86 degrees 33'00" East a distance of 81.29 feet to a
set steel pin, thence
South 00 degrees 25'20" East a distance of 1837.17 feet to
a found steel pin on said Southerly line of the
Southeast 1/4, thence along said Southerly line
North 89 degrees 44'33" West a distance of 383.23 feet to
the POINT OF BEGINNING.

EXCEPTING THEREFROM:

A tract of land situated in the Southwest 1/4 of Section 3,
Township 4 North, Range 1 East, Boise Meridian, Ada County,
Idaho, described as follows:

Commencing at a found aluminum cap monumenting the
Southeast Corner of said Southwest 1/4 of Section 3, thence
along the Southerly line of said Section 3, said line also
being the centerline of Floating Feather Road

North 89 degrees 44'43" West a distance of 2680.44 feet
to a found brass cap monumenting the Southwest
corner of said Section 3, thence continuing
along said Southerly line

South 89 degrees 44'43" East a distance of 1445.60 feet
to a set P.K. Nail, said P.K. Nail being the
POINT OF BEGINNING, thence leaving said Southerly
line

North 00 degrees 15'17" East a distance of 402.73 feet to
a found P.K. Nail on the Southeasterly boundary of
LEXINGTON HILLS SUBDIVISION NO. 1, (a recorded
subdivision on file, in Book 59 of Plats, at Pages
5802, 5803 and 5804, Records of Ada County, Idaho),
thence along said Southeasterly boundary the
following courses:

South 65 degrees 52'00" East a distance of 168.52 feet
to a found steel pin, thence

North 56 degrees 49'00" East a distance of 169.87 feet
to a found steel pin, thence

North 24 degrees 33'00" East a distance of 151.25 feet
to a found steel pin, thence

North 09 degrees 03'00" West a distance of 136.60 feet
to a found steel pin, thence

North 37 degrees 32'00" West a distance of 96.00 feet
to a found steel pin, thence leaving said
Southeasterly boundary
North 55 degrees 38'30" East a distance of 152.54 feet
to a found steel pin, thence
North 05 degrees 27'00" West a distance of 379.32 feet
to a found steel pin, thence
South 11 degrees 29'11" East a distance of 512.22 feet
to a found steel pin, thence
South 00 degrees 12'00" East a distance of 277.52 feet
to a found steel pin, thence
South 00 degrees 15'17" West a distance of 461.72 feet
to a set steel pin on said Southerly line of the
Southwest 1/4, thence along said Southerly line
North 89 degrees 44'43" West a distance of 471.43 feet to
the POINT OF BEGINNING.

ST 93042003 PW

WARRANTY DEED

1580001718

FOR VALUE RECEIVED, HOLGATE ENTERPRISES, INC., a corporation duly organized and existing under the laws of the State of Idaho, the Grantor, does hereby grant, bargain, sell, and convey unto LEXINGTON HILLS, INC., the Grantee, whose current address is 1815 E. Stonybrook Court, Eagle, Idaho 83616, the following described property:

All of that certain real property described in Exhibit "A" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee, its successors and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that it is free from all encumbrances except easements, covenants, and restrictions currently of record, and that Grantor will warrant and defend the same from all other lawful claims whatsoever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary this 14th day of July, 1993.

HOLGATE ENTERPRISES, INC.

By G. Marilyn Holgate (pres)
G. Marilyn Holgate, President

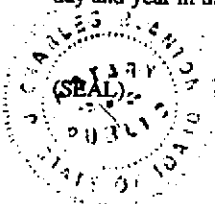
ATTEST:

Kenneth C. Holgate (sec.)
Secretary

STATE OF IDAHO)
County of Ada) ss.

On this 21st day of July, 1993, before me, a Notary Public for the State of Idaho, personally appeared G. Marilyn Holgate, known to me to be the President of Holgate Enterprises, Inc., and Kenneth C. Holgate, known to me to be the Secretary of Holgate Enterprises, Inc., and acknowledged to me that such corporation executed the same.

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



Charles B. Burt
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires 2-14-94

930929

STEWART TITLE
J. DAVID
RECORDER BY Belueal

'93 JUL 29 PM 3 15

EXHIBIT "A"

PARCEL 2

A tract of land situated in Section 3, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, described as follows:

Commencing at a found aluminum cap monumenting the Southeast Corner of said Section 3, thence along the Southerly line of the Southeast 1/4 of said Section 3, said line also being the centerline of Floating Feather Road, North 89 degrees 44'33" West a distance of 2659.37 feet to a found aluminum cap monumenting the Southwest Corner of said Southeast 1/4, thence continuing along said Southerly line

South 89 degrees 44'33": East a distance of 383.23 feet to a found steel pin on the Easterly boundary of LEXINGTON HILLS SUBDIVISION NO. 5 (a recorded subdivision on file in Book * of Plats at Pages , , , , and , Records of Ada County, Idaho, thence leaving said Southerly line and along the Easterly boundary of said LEXINGTON HILLS SUBDIVISION NO. 5,

North 00 degrees 25'20" West a distance of 1837.17 feet to a set iron pipe, said pipe being the POINT OF BEGINNING, thence leaving said Easterly boundary of LEXINGTON HILLS SUBDIVISION NO. 5 and along the Northerly boundary of said LEXINGTON HILLS SUBDIVISION NO. 5 the following courses:

South 86 degrees 33'00" West a distance of 81.29 feet to a found steel pin, thence

South 71 degrees 00'00" West a distance of 30.82 feet to a found steel pin, thence

South 17 degrees 30'00" West a distance of 132.08 feet to a found steel pin, thence along the arc of a circular curve to the left a distance of 11.22 feet, said curve having a central angle of 12 degrees 51' 30", a radius of 50.00 feet, a chord bearing North 78 degrees 55'45" West, a chord distance of 11.20 feet to a found steel pin, thence

North 04 degrees 38'30" East a distance of 105.02 feet to a found steel pin, thence

North 74 degrees 53'00" West a distance of 65.46 feet to a found steel pin, thence

South 50 degrees 00'00" West a distance of 112.82 feet to a found steel pin, thence

North 81 degrees 15'00" West a distance of 121.84 feet to a found steel pin, thence

North 82 degrees 17'49" West a distance of 60.06 feet to a found steel pin, thence

South 78 degrees 45'00" West a distance of 108.26 feet to a found steel pin, thence

South 10 degrees 37'00" West a distance of 173.65 feet to a found steel pin, thence

South 41 degrees 07'00" West a distance of 46.91 feet to

Continuation of Exhibit A

Order No. ST-93042003 FW

a found steel pin, thence
 South 73 degrees 34'00" West a distance of 187.74 feet to
 a found steel pin, thence
 South 50 degrees 26'00" West a distance of 195.97 feet to
 a found steel pin, thence
 South 41 degrees 34'00" West a distance of 80.02 feet to
 a found steel pin, thence
 South 49 degrees 41'00" East a distance of 128.32 feet to
 a found steel pin, thence
 South 40 degrees 19'00" West a distance of 25.00 feet to
 a found steel pin, thence
 North 49 degrees 41'00" West a distance of 128.87 feet to
 a found steel pin, thence
 South 41 degrees 34'00" West a distance of 234.67 feet to
 a found steel pin,
 South 43 degrees 14'00" East a distance of 133.73 feet to
 a found steel pin, thence along the arc of a circular
 curve to the right a distance of 132.05 feet said
 curve having a central angle of 43 degrees 14'00",
 a radius of 175.00 feet, a chord bearing South
 68 degrees 23'00" West, a chord distance of 128.94
 feet to a found steel pin, thence
 North 90 degrees 00'00" West a distance of 43.91 feet to a
 found steel pin on the Easterly boundary of
 LEXINGTON HILLS SUBDIVISION NO. 3 (a recorded
 subdivision on file in Book 62 of Plats, at Pages
 6170 and 6171, Records of Ada County, Idaho),
 thence leaving said Northerly boundary of LEXINGTON
 HILLS SUBDIVISION NO. 5 and along the Easterly
 boundary of said LEXINGTON HILLS SUBDIVISION NO. 3,
 the following courses:

 North 08 degrees 23'00" East a distance of 101.03 feet to a
 found steel pin, thence
 North 11 degrees 08'00" West a distance of 98.99 feet
 to a found steel pin, thence
 North 25 degrees 03'00" West a distance of 92.64 feet to
 a found steel pin, thence
 North 42 degrees 08'00" East a distance of 35.36 feet to
 a found steel pin, thence
 North 25 degrees 40'00" West a distance of 142.63 feet to
 a found steel pin, thence
 North 58 degrees 27'41" East a distance of 47.18 feet to
 a found steel pin, thence
 North 26 degrees 30'00" East a distance of 31.74 feet to
 a found steel pin, thence

Continuation of Exhibit A

Order No. ST-93042003 PW

North 15 degrees 07'00" West a distance of 135.45 feet to a found steel pin, thence leaving said Easterly boundary of LEXINGTON HILLS SUBDIVISION NO. 3, and along the Easterly boundary of LEXINGTON HILLS SUBDIVISION NO. 2 (a recorded subdivision on file in Book 62 of Plats at Pages 6152, 6153 and 6154, Records of Ada County, Idaho), the following courses: thence

North 15 degrees 07'00" West a distance of 162.06 feet to a found steel pin, North 89 degrees 00'00" West a distance of 103.12 feet to a found steel pin, thence along the arc of a circular curve to the left a distance of 23.39 feet, said curve having a central angle of 26 degrees 48'20", a radius of 50.00 feet, a chord bearing North 09 degrees 31'59" West, a chord distance of 23.18 feet to a found steel pin, thence

North 67 degrees 04'00" East a distance of 129.43 feet to a found steel pin, thence

North 08 degrees 40'00" West a distance of 72.09 feet to a found steel pin, thence

North 68 degrees 26'00" West a distance of 61.50 feet to a found steel pin, thence

North 07 degrees 37'00" West a distance of 71.71 feet to a found steel pin, thence

North 27 degrees 19'00" East a distance of 56.73 feet to a found steel pin, thence

North 26 degrees 24'00" West a distance of 71.24 feet to a found steel pin, thence

North 04 degrees 38'00" East a distance of 70.35 feet to a found steel pin, thence

North 28 degrees 37'00" East a distance of 146.40 feet to a found steel pin, thence

North 05 degrees 00'00" West a distance of 46.58 feet to a found steel pin, thence

North 54 degrees 30'00" West a distance of 123.93 feet to a found steel pin, thence

North 28 degrees 22'00" East a distance of 72.46 feet to a found steel pin, thence along the arc of a circular curve to the left a distance of 123.09 feet, said curve having a central angle of 21 degrees 42'02", a radius of 325.00 feet, a chord bearing North 17 degrees 30'59" East, a chord distance of 122.36 feet to a found steel pin, thence leaving said Easterly boundary of LEXINGTON HILLS SUBDIVISION NO. 2, South 63 degrees 57'51"

Continuation of Exhibit A

Order No. ST-93042003 PW

East a distance of 289.97 feet to a set steel pin,
thence
North 59 degrees 06'00" East a distance of 100.00 feet to
a set steel pin, thence
North 02 degrees 44'00" West a distance of 163.72 feet to
a set steel pin, thence along the arc of a circular
curve to the left a distance of 30.58 feet, said
curve having a central angle of 06 degrees 22'
18", a radius of 275.00 feet, a chord bearing
North 82 degrees 23'15" East, a chord distance
of 30.57 feet to a set steel pin, thence
South 04 degrees 30'00" East a distance of 145.47 feet
to a set steel pin, thence
North 69 degrees 43'00" East a distance of 323.10 feet
to a set steel pin, thence
North 41 degrees 23'00" East a distance of 284.54 feet
to a set steel pin, thence
South 89 degrees 30'00" East a distance of 200.25 feet
to a set steel pin, thence
South 28 degrees 15'00" East a distance of 61.63 feet
to a set steel pin, thence
South 42 degrees 12'00" East a distance of 94.18 feet
to a set steel pin, thence
South 44 degrees 03'27" East a distance of 50.02 feet
to a set steel pin, thence
South 38 degrees 51'00" East a distance of 78.33 feet
to a set steel pin, thence
North 81 degrees 31'00" East a distance of 102.69 feet
to a set steel pin, thence
South 52 degrees 00'00" East a distance of 73.82 feet
to a set steel pin, thence
South 00 degrees 25'20" East a distance of 779.78 feet
to THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

A tract of land situated in the Southwest 1/4 of Section 3,
Township 4 North, Range 1 East, Boise Meridian, Ada County,
Idaho, described as follows:

Commencing at a found aluminum cap monumenting the
Southeast Corner of said Southwest 1/4 of Section 3, thence
along the Southerly line of said Section 3, said line also
being the centerline of Floating Feather Road
North 89 degrees 44'43" West a distance of 2680.44 feet
to a found brass cap monumenting the Southwest
corner of said Section 3, thence continuing
along said Southerly line
South 89 degrees 44'43" East a distance of 1445.60 feet
to a set P.K. Nail, said P.K. Nail being the

POINT OF BEGINNING, thence leaving said Southerly line

North 00 degrees 15'17" East a distance of 402.73 feet to a found P.K. Nail on the Southeasterly boundary of LEXINGTON HILLS SUBDIVISION NO. 1, (a recorded subdivision on file, in Book 59 of Plats, at Pages 5802, 5803 and 5804, Records of Ada County, Idaho), thence along said Southeasterly boundary the following courses:

South 65 degrees 52'00" East a distance of 168.52 feet to a found steel pin, thence

North 56 degrees 49'00" East a distance of 169.87 feet to a found steel pin, thence

North 24 degrees 33'00" East a distance of 151.25 feet to a found steel pin, thence

North 09 degrees 03'00" West a distance of 136.60 feet to a found steel pin, thence

North 37 degrees 32'00" West a distance of 96.00 feet to a found steel pin, thence leaving said Southeasterly boundary

North 55 degrees 38'30" East a distance of 152.54 feet to a found steel pin, thence

North 05 degrees 27'00" West a distance of 379.32 feet to a found steel pin, thence

South 11 degrees 29'11" East a distance of 512.22 feet to a found steel pin, thence

South 00 degrees 12'00" East a distance of 277.52 feet to a found steel pin, thence

South 00 degrees 15'17" West a distance of 461.72 feet to a set steel pin on said Southerly line of the Southwest 1/4, thence along said Southerly line

North 89 degrees 44'43" West a distance of 471.43 feet to the POINT OF BEGINNING.

ST-93042003 PLW

1580001724

WARRANTY DEED

FOR VALUE RECEIVED, HOLGATE ENTERPRISES, INC., an Idaho corporation, the Grantor, does hereby grant, bargain, sell and convey unto LEXINGTON HILLS, INC., an Idaho corporation, the Grantee, whose address is 1815 E. Stonybrook Court, Eagle, Idaho 83616, the real property in Ada County, more particularly described on Exhibit A attached hereto and incorporated herein.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, its administrators and assigns forever. And, the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that said premises are free from all encumbrances, except those of record, and that it will warrant and defend the same from all lawful claims whatsoever.

DATED this 7th day of July, 1993.

9360930 HOLGATE ENTERPRISES, INC.

STEWART TITLE

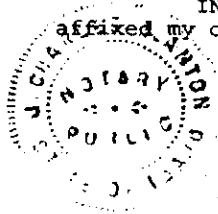
ADA COUNTY, ID. FOR By G. Marlynn Holgate (pres.)
J. DAVID NAVARRO G. Marlynn Holgate, President
RECORDER BY Deby Grantor

STATE OF IDAHO)

County of Ada) 93 JUL 29 PM 3 15

On this 21st day of July, 1993, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared G. MARLYNN HOLGATE, known to me to be the President of HOLGATE ENTERPRISES, INC., the corporation whose name is subscribed to the within Warranty Deed and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of said corporation and that said corporation executed the same.

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



J. Charles Blanton
NOTARY PUBLIC FOR IDAHO
Residing at Boise, Idaho
My Commission Expires: 2-19-94

WARRANTY DEED

1550001725

ORDER NO. ST-93042003 PW

EXHIBIT "B"

PARCEL 3

A tract of land situated in the Southwest 1/4 of Section 3, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho described as follows:

Commencing at a found brass cap monumenting the West 1/4 corner of said Section 3, thence along the Westerly line of the Southwest 1/4 of said Section 3, South 00 degrees 00'04" West a distance of 2623.34 feet to a found brass cap monumenting the Southwest corner of said Section 3, thence leaving said Westerly line and along the Southerly line of said Southwest 1/4, said line also being the centerline of Floating Feather Road, South 89 degrees 44'43" East a distance of 969.34 feet to a set P.K. Nail, said P.K. Nail being the POINT OF BEGINNING, thence leaving said Southerly line,
North 29 degrees 12'40" West a distance of 86.08 feet to a set steel pin, thence
North 00 degrees 15'17" East a distance of 345.05 feet to a set steel pin, thence
South 89 degrees 44'43" East a distance of 454.85 feet to a set steel pin, thence
South 65 degrees 52'00" East a distance of 76.64 feet to a set steel pin, thence
South 00 degrees 15'17" West a distance of 388.98 feet to a set P.K. Nail on the Southerly line of said Southwest 1/4, thence along said Southerly line
North 89 degrees 44'43" West a distance of 482.58 feet to the POINT OF BEGINNING.

9327284

ACHD Project 60020.0
Floating Feather Road
R/W Parcel No. 4A
Section 3, T4N, R1E, 8M

ADA COUNTY, ID. 5th County Highway District
J. DAVID HAYARRO
RECORDER BY *Belmal*
360

'93 APR 15 PM 3 22

1533000403

QUIT CLAIM DEED

For Value Received, HOLGATE ENTERPRISES, INC.

the Grantor, does hereby convey, release, remise and forever quit claim unto LEXINGTON HILLS, INC., whose principal place of business is 2417 Bank Drive, Suite 101, Boise, Idaho 83705, the GRANTEE, the following described premises located in ADA County, Idaho, to-wit:

A parcel of land located in Section 3, T.4N., R.1E., Boise Meridian, Ada County, Idaho and being more specifically described as follows:

Beginning at the Quarter Section Corner common to Sections 3 and 10 of said T.4N., R.1E., B.M.;

Thence North 89°44'36" West along the line common to Sections 3 and 10, a distance of 88.46 feet to a point, said point being the REAL POINT OF BEGINNING;

Thence continuing North 89°44'36" West along the line common to Sections 3 and 10, a distance of 1142.65 feet to a point;

Thence North 0°15'10" West, a distance of 30.00 feet to a point;

Thence South 89°44'36" East, a distance of 1142.56 feet to a point;

Thence South 0°25'16" East, a distance of 30.00 feet to the REAL POINT OF BEGINNING, said parcel containing 0.7869 acres, more or less.

NOTE: This legal description INCLUDES the North 25.00 feet of the existing Floating Feather Road right-of-way abutting said parcel and said parcel containing 0.6558 acres of existing right-of-way,

together with their appurtenances.

Dated: 4-12-93

HOLGATE ENTERPRISES, INC.

By *Marilynn Holgate (pres.)*

STATE OF IDAHO, COUNTY OF Boise ss.

On this 12 day of April, 1993, before me, a notary public in and for said State, personally appeared Marilynn Holgate, known to me to be the President of Holgate Enterprises, Inc. and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he willfully executed the same for and on behalf of said Corporation.

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



Lois Ann Thomas
Notary Public for State of Idaho
Residing at: Malad, Idaho
My Commission Expires: 7-93

File No.: wild

1504001791

CORPORATE WARRANTY DEED

FOR VALUE RECEIVED, **HOLGATE ENTERPRISES, INC.,** an Idaho Corporation

organized and existing under the laws of the State of Idaho, with its principal office at **Boise, Idaho**,
of County of **ADA**, State of Idaho,

GRANTOR, hereby GRANT, BARGAIN, SELL and CONVEY unto
LEXINGTON HILLS, INC., an Idaho Corporation

GRANTEE

whose current address is: **2417 Bank Drive #101, Boise, Idaho 83705**
the following described real property located in **Ada** County, State of Idaho,
more particularly described as follows, to wit:

See attached exhibit "A" which consists of one (1) page and is made a part hereof

9289994

BOISE TITLE & ESCROW

ADA COUNTY, ID. FOR

J. DAVID NAVARRO

RECORDER

BY *Navarro*

'92 DEC 28 PM 3 40

RE-RECORD TO CORRECT LEGAL DESCRIPTION

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officers this **30th** day of **November**, in the year of **1992**



(CORPORATE SEAL)

HOLGATE ENTERPRISES, INC.

(CORPORATE NAME)

By *H. Marilyn Holgate*

PRESIDENT

Attest: *Verna C. Holgate*

SECRETARY

ACKNOWLEDGEMENT - Corporate

STATE OF **Idaho** County of **Ada**

On this **30th** day of **November**,
in the year of **1992**, before me, the undersigned, a Notary Public in and for said State, personally appeared: **G. Marilyn Holgate**
+ **Verna C. Holgate**,
known or identified to me to be the **President** +
Secretary of the corporation that executed the instrument of the person, **S** who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Signature: *Georgia Mackley*
Name: **Georgia Mackley**

Residing at **Boise, ID**
My commission expires **6/20/94**

9306032

Re-record BOISE TITLE & ESCROW

ADA COUNTY, ID. FOR

J. DAVID NAVARRO

RECORDER

BY *Navarro*

'93 JAN 25 PM 3 23



Boise Title & Escrow, Inc.

A tract of land situated in the Southwest 1/4 of Section 3, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, described as follows:

Commencing at a found aluminum cap monumenting the Southeast Corner of said Southwest 1/4 of Section 3, thence along the southerly line of said Section 3, said line also being the centerline of Floating Feather Road North 89°-44'-43" West a distance of 2680.44 feet to a found brass cap monumenting the Southwest Corner of said Section 3, thence continuing along said southerly line South 89°-44'-43" East a distance of 1445.60 feet to a set P.K. Nail, said P.K. Nail being the POINT OF BEGINNING.

Thence leaving said southerly line North 00°-15'-17" East a distance of 402.73 feet to a found P.K. Nail on the southeasterly boundary of Lexington Hills Subdivision No. 1, (a recorded subdivision on file, in Book 59 of Plats, at Pages 5802, 5803 and 5804, Records of Ada County, Idaho), Thence along said southeasterly boundary the following courses:

South 65°-52'-00" East a distance of 168.52 feet to a found steel pin,
Thence North 56°-49'-00" East a distance of 169.87 feet to a found steel pin,
Thence North 24°-33'-00" East a distance of 151.25 feet to a found steel pin,
Thence North 09°-03'-00" West a distance of 136.60 feet to a found steel pin,
Thence North 37°-32'-00" West a distance of 96.00 feet to a found steel pin,

Thence leaving said southeasterly boundary North 55°-38'-30" East a distance of 152.54 feet to a found steel pin,
Thence North 05°-27'-00" West a distance of 379.32 feet to a found steel pin,
Thence South 11°-29'-11" East a distance of 512.22 feet to a found steel pin,
Thence South 00°-12'-00" East a distance of 277.52 feet to a found steel pin,

1504001793

Page Two
Legal Description
Lexington Hills Inc.
Additional Property Purchase
5.79 Acre Tract

Thence South 00°-15'-17" West a distance of 461.72 feet to a
set steel pin on said southerly line of the Southwest 1/4,
Thence along said southerly line North 89°-44'-43" West
a distance of 171.43 feet to the POINT OF BEGINNING.

The above described tract of land contains 5.79 acres,
more or less, subject to all existing easements and
rights-of-way.

Prepared by:

BOYLANCE & ASSOCIATES, P.A.
4619 Emerald, Suite D-2
Boise, Idaho 83706
(208) 336-7390



10/21/92

Attachment 1

Chain of Title Summary

All in Section 3 4N 1E

SE1/4

Patent to heirs of Belle F. Chilson –		01/18/12
Robert W. Chilson ½ to Decatur W. Chilson		06/07/11
Decatur W. Chilson to Joseph Sullivan		
Order confirming sale	9:20	02/05/12
Indenture	10:05	02/05/12
Quit Claim Deed	10:07	02/05/12

SW1/4

Patent to Hiram G. Saxton	01/05/12
Hiram G. and Diantha Saxton to Joseph Sullivan	01/05/12
Reserves crops sown for 1912.	

S1/2 NE1/4 and SE1/4 NW1/4

Patent to Jane O'Hara	10/13/11
Jane O'Hara to Joseph Sullivan	12/18/11 also 10/07/11

All 440 Acres

Joseph Sullivan to Highland Development Co.	01/25/13
Reserving crops sown for 1912 on SW1/4 ?	
10 Shares of Boise Valley Irrigation Ditch Co.	
– Not clear if water is on all or part of 440 acres or Lots 9 & 16 of Borse' Second Subdivision. Boise Valley water probably not on SE1/4.	

All 440 Acres

Idaho Farms, Inc. to The Western Loan & Investment Co.	03/14/42
Includes 128" Jacobs water and 50" Davis water as principal water rights.	
Describes delivery system through Farmers Union Ditch with pumping plant.	

10 acres in the SE1/4NE1/4 and NE1/4SE1/4 east of HSB highway

The Western Loan & Investment Co. to Harvey L. & Bertha Bingham	12/31/47
Water rights, if any, were not excluded.	

430 Acres

The Western Loan & Investment Co. to Alfred M. & Dorothy Pompa	01/03/51
128" Jacobs water, 50" Davis water and delivery system	

430 Acres

Alfred M. & Dorothy W. Pompa a ¼ interest to Mary Louise Pompa	12/24/52
128" Jacobs, 50" Davis water and delivery system	

8512466

783 0352

CORRECTION DEED TO SHOW CORRECT CHAIN OF TITLE

This Deed made this 7 day of February, 1985, by
VERNA C. HOLGATE, individually and as Personal Representative of
the Estate of MYRON G. HOLGATE, deceased.

The real property which is the subject of this Deed is
more particularly described as:

The S1/2 of the NE1/4, the SE1/4 of the NW1/4,
the SW1/4, and the SE1/4 of Section 3, in T. 4N,
R. 1E, Boise Meridian, Ada County, Idaho.

EXCEPT all road rights-of-way

ALSO EXCEPT all that portion of the SE1/4 of
the NE1/4 and the NE1/4 of the SE1/4 of Section
3, T. 4N, R. 1E, Boise Meridian lying Easterly of
the East line of that certain highway known as
the Boise-Horseshoe Bend Highway Survey on file
in the office of the Department of Public Works
of the state of Idaho, containing ten acres more or
less.

ALSO EXCEPT that portion of the SE1/4 of the SE1/4
lying East of Horseshoe Bend Highway, Section 3,
T. 4N, R. 1E, Boise Meridian, Ada County, Idaho.

SUBJECT TO that certain Mortgage wherein Holgate
Enterprises, Inc., an Idaho corporation, and Myron G.
Holgate and Verna C. Holgate, husband and wife, and
G. Marlynn Holgate and Karen Holgate, husband and
wife, are Mortgagors, and The Federal Land Bank of
Spokane is Mortgagee, dated January 18, 1982, and
recorded January 22, 1982, as Instrument No. 8202728,
records of Ada County, Idaho.

WHEREAS Myron G. Holgate and Verna C. Holgate, husband
and wife, entered into the purchase of the subject property from
Alfred M. Popma and Dorothy W. Popma, husband and wife, and
Richard L. Parsell and Ann Parsell, husband and wife, dated
November 27, 1964, as evidenced by a deed of the same date recorded
as Instrument No. 8205126 on February 9, 1982, records of Ada
County; and

WHEREAS Myron G. Holgate and Verna C. Holgate, husband
and wife transferred the subject property to Holgate Land & Livestock,
Inc., an Idaho corporation by a deed dated July 18, 1966, which deed
was not placed in the Popma escrow account and upon release of the
Popma deed from escrow was inadvertently not then recorded but has
now been recorded out-of-sequence as Instrument No. 8512465 on
March 8, 1985; and

WHEREAS Holgate Land & Livestock, Inc., transferred the
subject property to Holgate Enterprises, Inc., an Idaho corporation,

Ada County, Idaho,
Request of
Maffett, Thomas, Blanton & Blanton
TIME 10:10 A.M.
DATE 3-8-85
JOHN LEASTIDA
RECORDER
By *[Signature]* Deputy

783 0353

by deed dated November 23, 1981, and recorded as Instrument No. 8150409 on November 30, 1981, together with an assignment of interest in and to the Popma and Pursell contract recorded as Instrument No. 8150413 on November 30, 1981, records of Ada County; and

WHEREAS Holgate Enterprises, Inc., as an inducement to The Federal Land Bank of Spokane to make a loan and because of the break in the chain of recorded title to the subject property which was to partially secure said loan, transferred the property back to Myron G. Holgate and Verna C. Holgate, husband and wife, by deed dated February 1, 1982 and recorded as Instrument No. 8205127 on February 9, 1982, together with an assignment of interest in and to the Popma and Pursell contract recorded as Instrument No. 8205125 on February 9, 1982, records of Ada County; and

WHEREAS the parties wish to reflect the true intentions of the parties as respects ownership of said property and to establish a clear chain of title to the property in the name of Holgate Enterprises, Inc.

NOW THEREFORE the parties mutually agree as follows:

1. Holgate Land & Livestock, Inc., held title to the subject property from July 18, 1966, as evidenced by deed recorded out-of-sequence as Instrument No. 8512465, records of Ada County, Idaho.

2. Holgate Enterprises, Inc., is and was for all intents and purposes the title holder to the subject property from and after November 23, 1981, as evidenced by deed recorded as Instrument No. 8150409, records of Ada County, Idaho.

3. By execution of this Deed, Verna C. Holgate, individually and as Personal Representative of the Estate of Myron G. Holgate, deceased, transfers all right, title and interest of Verna C. Holgate and Myron G. Holgate and said estate in and to the subject property to HOLGATE ENTERPRISES, INC., an Idaho corporation, whose current address is 1832 E. Floating Feather Road, Eagle, Idaho 83616, subject to the mortgage of record to The Federal Land Bank of Spokane as evidenced above, and the title hereby conveyed relates back and is effective as respects the interest of grantors to July 18, 1966.

IN WITNESS WHEREOF, the undersigned has executed this Deed the day and year first above written.

Verna C. Holgate
Verna C. Holgate, individually

Verna C. Holgate
Verna C. Holgate, Personal Representative
of the Estate of Myron G. Holgate, Deceased



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF IDAHO,

COUNTY OF Ada } ss.

783 0354

On this 7th day of February, in the year 19 85, before me

Maurice M. O'Leary, a notary public in and for said State of

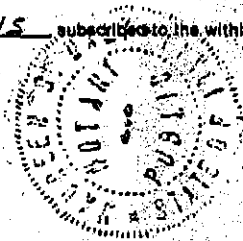
Idaho, personally appeared

Verna C. Walgate

known or identified to me (or proved to me on the oath of

) to be the person

whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



Maurice M. O'Leary
Notary Public for Idaho

Residing at

Besse

My commission expires

May 15, 1986

RE01090

651345

And for the purpose of showing the value placed upon research results by the Government, the following are the prices paid for the same:

P. 30 3.66

CORRECTIVE DEED

FOR VALUE RECEIVED, HOLGATE ENTERPRISES, INC., an Idaho corporation, the "Grantor," hereby quitclaims unto MYRON G. HOLGATE and VERNA C. HOLGATE, husband and wife, the "Grantees," the following described real property located in Ada County, Idaho:

1832 E. Floating Feather Road, Eagle, Idaho 83616
The S1/2 of the NE1/4, the SE1/4 of the NW1/4,
and the SE1/4 of Section 3, in T. 4 N., R. 1 E.,
B.M., in Ada County, state of Idaho.

EXCEPT all road rights-of-way
ALSO EXCEPT all of that portion of the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section Three, Township 4 North, Range 1 East of the Boise Meridian, lying Easterly of the East line of that certain highway known as the Boise-Horseshoe Bend Highway Survey on file in the office of the Department of Public Works of the state of Idaho, containing Ten acres more or less.

ALSO EXCEPT that portion of the SE1/4 of the SE1/4 lying East of Horseshoe Bend Highway, Section 3, T. 4 N., R. 1 E., B.M., Ada County, Idaho.

TO HAVE AND TO HOLD the said premises together with all appurtenances thereto unto the said Grantees, their heirs and assigns forever.

Ada County, Idaho, ss.
Request of

DATED this 15 day of FEBRUARY, 1982.

HOLGATE ENTERPRISES, INC.

SAFECO TITLE

TIME 1:15 P. M.

DATE 2-9-82

JOHN CASTIDA

RECORDED

280

Deputy

ATTEST:

By Myron G. Holgate
President

By Verna C. Holgate
Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 15 day of FEBRUARY, 1982, before me, a notary public in and for said county and state, personally appeared MYRON G. HOLGATE and VERNA C. HOLGATE, known to me to be the President and Secretary of HOLGATE ENTERPRISES, INC., and acknowledged to me that said corporation executed the within Deed and the persons who executed the same on behalf of said corporation and that said corporation executed the same.

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

John Castida
Notary Public for Idaho
Residing at Boise, Idaho

CORRECTIVE DEED

8150409

581 1477

QUITCLAIM DEED

FOR VALUE RECEIVED, HOLGATE LAND & LIVESTOCK, INC., an Idaho corporation, the "Grantor," hereby quitclaims unto HOLGATE ENTERPRISES, INC., an Idaho corporation, the "Grantee," the following described real property located in Ada County, Idaho:

THE 1/2 OF THE NE1/4, THE SE1/4 OF THE NW1/4, AND THE SE1/4 OF SECTION 3, IN T. 4 N., R. 1 E., B.M., in Ada County, state of Idaho.

EXCEPT all road rights-of-way

ALSO EXCEPT all of that portion of the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section Three, Township 4 North, Range 1 East of the Boise Meridian, lying Easterly of the East line of that certain highway known as the Boise-Horseshoe Bend Highway Survey on file in the office of the Department of Public Works of the state of Idaho, containing Ten acres more or less.

ALSO EXCEPT that portion of the SE1/4 of the SE1/4 lying East of Horseshoe Bend Highway, Section 3, T. 4 N., R. 1 E., BM, Ada County, Idaho.

TO HAVE AND TO HOLD the said premises together with all appurtenances thereto unto the said Grantee, its heirs and assigns forever.

DATED this 23 day of November, 1981.

HOLGATE LAND & LIVESTOCK, INC.

By Myron G. Holgate
Its President

ATTEST:

By Verna C. Holgate
Secretary

STATE OF IDAHO, COUNTY OF ADA, ss.
Filed for record at the request of Moffatt, Thomas, Earl & Blanton
3:22 Min past 9 o'clock P.M. this 30 day of Nov, 1981
JOHN BASILIO, Recorder

STATE OF IDAHO)
County of Ada) ss.

By John Clark Deputy
#202

On this 23rd day of NOVEMBER, 1981, before me, a notary public in and for said county and state, personally appeared MYRON G. HOLGATE and VERNA C. HOLGATE, known to me to be the President and Secretary of HOLGATE LAND & LIVESTOCK, INC., the corporation that executed the within Quitclaim Deed and the persons who executed the same on behalf of said corporation, and acknowledged to me that said corporation executed the same.

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



John Clark
Notary Public for Idaho
Residing at Boise, Idaho

Return to: P.O. Box 829
Boise, Id 83701

QUITCLAIM DEED

REVENUE STAMPS

WARRANTY DEED

8512465

For Value Received MYRON G. HOLGATE and VERNA C. HOLGATE,

husband and wife,

783 0351

the grantors, do hereby grant, bargain, sell and convey unto HOLGATE LAND

& LIVESTOCK, INC., an Idaho corporation,

the grantee, the following described premises, in.....ADA.....County Idaho, to wit:

The S $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$
and the SE $\frac{1}{4}$ of Section 3, in Township 4 North, Range
1 East, B.M., in Ada County, Idaho.

Dead recorded out-of-sequence

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,
its heirs and assigns forever. And the said Grantors do hereby covenant to and
with the said Grantee, that they are the owners in fee simple of said premises; that they are free
from all encumbrances save and except the outstanding contractual interests
of Alfred M. Popma and Dorothy M. Popma, husband and wife,
which interests Grantees herein agree to assume and pay

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: July 18, 1966

Myron G. Holgate
Verna C. Holgate

STATE OF IDAHO, COUNTY OF ADA
On this 18th day of July, 1966,
before me, a notary public in and for said State, personally
appeared

MYRON G. HOLGATE and
VERNA C. HOLGATE,
husband and wife,

known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Residing at
Comm. Expires

Notary Public
Boise, Idaho
5-1-71

STATE OF IDAHO, COUNTY OF Ada

I hereby certify that this instrument was filed for record at
the request of

at 10 minutes past 19th day of Mar.
this 19th day of Mar. 1966, in my office, and duly recorded in Book
of Deeds at page

JOHN BASTIDA

Ex-Officio Recorder

By

Fees \$ 2.00
Mail to:

INSTRUMENT NO.

82051236

872

1000 Ann Popma N

THIS INDENTURE, made this 21st day of March, 1964,
between ALFRED M. POPMA and DOROTHY W. POPMA, husband and wife
and RICHARD L. PARSELL and ANN PARSELL, husband and wife
of Boise, County of Ada, State of Idaho
the parties of the first part and MYRON G. HOLGATE and VERA C. HOLGATE,
Husband and Wife

County of Orderville, State of Utah, the parties of the second part,
WITNESSETH that the said parties of the first part, for and in consideration of the sum of
TEN AND NO/100 Dollars
lawful money of the United States of America and other good, valuable and sufficient consid-
eration to them in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged,
have granted, bargained, sold, and by these presents, do grant, bargain, sell and convey and confirm unto
the said parties of the second part, and to their heirs and assigns, forever, all the following described
real estate, situated in Ada, County of Ada,
State of Idaho, to-wit:

The $\frac{3}{4}$ of the NE $\frac{1}{4}$, the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, the SW $\frac{1}{4}$, and the SE $\frac{1}{4}$ of
Section 3, in T. 4 N., R. 1 E., B.M., in Ada County, state of Idaho.
EXCEPT all road rights-of-way
ALSO EXCEPT all of that portion of the Southeast Quarter of the North-
east Quarter and the Northeast Quarter of the Southeast Quarter of
Section Thrice, Township 4 North, Range 1 East of the Boise Meridian,
lying Easterly of the East line of that certain Highway known as the
Boise-Horseshoe Bend Highway Survey on file in the office of the De-
partment of Public Works of the state of Idaho, containing ten acres
more or less.

EXCEPT ALSO that portion of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying East of Horse-
shoe Bend Highway, Section 3, T. 4 N., R. 1 E., B.M., in Ada County,
state of Idaho.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belong-
ing or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues
and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity
of the said parties of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises together
with the appurtenances unto the parties of the second part, and to their heirs and assigns forever.
And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable
possession of the said parties of the second part, their heirs and assigns, against the said part ies
of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully
claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand s
and seal s the day and year first above written.

Executed and Delivered in the Presence of

Alfred M. Popma [SEAL]
Dorothy W. Popma [SEAL]
Richard L. Parsell [SEAL]
Ann Parsell [SEAL]
Husband and Wife

STATE OF IDAHO,

County of

ADA

ss.

589 873

On this 27th day of November in the year 1964, before me the undersigned a Notary Public in and for said State, personally appeared ALFRED M. POPMA and DOROTHY W. POPMA, husband and wife, and RICHARD L. PARSELL and ANN PARSELL, husband and wife known to me to be the persons whose name is subscribed to the within instrument, and acknowledged to me that they 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.

Charlotte W. Staller
Notary Public for the State of Idaho,
Residing at Boise, Idaho.

WARRANTY DEED

(FORM NO. 300)

No.

Dated

19

STATE OF IDAHO,

County of ss.

I hereby certify that this instrument was filed for record at request of

RECORD TIME

at 15 minutes past 9th day of February, 1964

o'clock, M., this day of

office, and duly entered in Book

at page

JOHN BASTIDA

Ex-Officio Recorder

By John E. Bastida

Deputy

Fees, \$ 40.

Mailed to

STEVENS-NEES LAW PUB. CO., PORTLAND, ORE.

203 WARRANTS DEED

Printed and for sale by State-Print Company, Boise

BOOK 404 PAGE 68

THIS INDENTURE, Made this 20th day of June 1947

In the year of our Lord one thousand nine hundred and fifty-five between

EMERY LOUISE WELMA

of Boise County of Idaho State of Idaho

the party of the first part, and

AND FRANCES WELMA

of Boise County of Idaho State of Idaho

the party of the second part.

WITNESSETH That the said party of the first part, for and in consideration of the sum of TEN AND NO/100 DOLLARS,

lawful money of the United States of America, and other good and valuable consideration of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, and to her heirs and assigns forever all of the following described real estate, situated in County of Idaho, State of Idaho, to-wit:

An undivided one fourth interest in and to:

The south half of the northeast quarter (SE 1/4), the southeast quarter of the northeast quarter (SE 1/4 SW 1/4), the southwest quarter (SW 1/4), and the northwest quarter (NW 1/4) of Section 3, T. 4 N., R. 1 E., S. 1 in Ada County, Idaho, excepting all rights of way heretofore granted, and except that portion described in that certain Warranty deed, dated December 30, 1947, recorded December 31, 1947, in the office of the County Recorder of Ada County, Idaho, in Book 312 of Deeds, at page 212.

Together with all water rights, ditch and filter rights, and the irrigation pumping plant thereunto belonging and used in conjunction therewith. Said water right consisting principally of 120 inches of what is known as Mason's water right, being water right #1 from the Boise River, as shown on the decree and affecting the rights of Boise River, and 30 inches of what is known as the Davis Right, or right #2, from the Boise River, as shown by the decree subdividing the priority of right from the Boise River into the canal known as the Farmers Union Ditch operated by Farmer's Union Ditch Company, Inc.

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereto belonging, in anywise appertaining, the reversion and remainders, remainder and remainders, rents, issues and profits thereof and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part.

TO HAVE AND TO HOLD. All and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to her heirs and assigns forever and the said party of the first part and her heirs, the said premises in the quiet and peaceable possession of the said party of the second part, her heirs and assigns, against the said party of the first part and her heirs, and against all and every person and persons, who or they lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

1944 401 page 33

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set her hand and seal the day and year first above written.

ATTEST, SEATED AND DELIVERED IN THE PRESENCE OF
James Boyd *Mary Louise Popma*

[Seal]
 [Seal]
 [Seal]

STATE OF IDAHO

County of ADA
 On this 20th day of June in the year 1945, before me the undersigned Notary Public

In and for said State, personally appeared MARY LOUISE POPMA

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she 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.

James Boyd
 Notary Public for the State of Idaho
 Residing at Boise Idaho

373925
 WARRANTY DEED

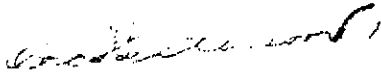
MARY LOUISE POPMA
Ann Frances Popma
Paul E. Boyd
June 20 1945
STATE OF IDAHO
County of ADA
Boise
June 20 1945
Paul E. Boyd
June 20 1945
Paul E. Boyd, Attorney
Box 2084, Boise, Idaho

(SEAL)

G. W. Fouser
NOTARY PUBLIC Residing at: Omaha, Nebr.

My Commission Expires:
Aug. 24, 1957.

Recorded at the request of Union Pacific R. R. Co. at 13 minutes past 9 o'clock
A. M., this 24 day of December, 1952.
Fees: \$1.50


Recorder

Compared

Alfred M. Pooma, et ux
to

Instrument Number 340264.

Ann Frances Pooma

Dated: September 30, 1952.

WARRANTY DEED

This Indenture made this 30th day of September, 1952, between Alfred M. Pooma and Dorothy W. Pooma, husband and wife, of Boise, Ada County, Idaho, the parties of the first part, and Ann Frances Pooma, a spinster, of Boise, Ada County, Idaho, the party of the second part.

WITNESSETH: That the parties of the first part for and in consideration of the love and affection which the parties of the first part have and bear unto their daughter, the party of the second part, as also for the better maintenance, support, protection and livelihood of the party of the second part, do by these presents give, grant, alien and confirm, unto the second party of the second part, and to her heirs and assigns forever an undivided one-fourth ($\frac{1}{4}$) interest in and to that certain lot, piece or parcel of land, particularly described as follows: located in Ada County, state of Idaho, to-wit:

The south half of the northeast quarter ($S\frac{1}{2}NE\frac{1}{4}$); southeast quarter of the northwest quarter ($SE\frac{1}{4}NW\frac{1}{4}$); southwest quarter ($SW\frac{1}{4}$); and the southeast quarter ($SE\frac{1}{4}$) of Section 3, Tp. 4 N., R. 1., E.3.M., all in Ada County, Idaho, excepting all rights of way heretofore granted, and except that portion described in that certain warranty deed, dated December 30, 1947, recorded December 31, 1947, in the office of the County Recorder of Ada County, Idaho, in Book 313 of Deeds, at page 209;

ADA COUNTY, IDAHO

166 1277

Together with all water rights, ditch and ditch rights, and the irrigation pumping plant thereunto belonging and used in connection therewith. Said water right consisting principally of 128 inches of what is known as Jacob's water right, being water right #1 from the Boise River, as shown by the decree adjudicating the rights of Boise River, and 50 inches of what is known as the Davis River, or Right #2, from the Boise River, as shown by the decree adjudicating the priority of right from the Boise River which said water rights, and the whole thereof, are diverted from the Boise River into the canal known as the Farmer's Union Ditch, operated by Farmer's Union Ditch Company, Lt.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to her heirs and assigns forever and the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, her heirs and assigns, against the said parties of the first part, and their heirs and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEPEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal, the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN PRESENCE OF Paul S. Boyd
Paul S. Boyd

Alfred M. Popma (SEAL)
Dorothy W. Popma (SEAL)

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 30th day of September, 1952, before me the undersigned, a Notary Public in and for said state, personally appeared Alfred M. Popma and Dorothy W. Popma, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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.

(SEAL)

Paul S. Boyd
NOTARY PUBLIC, BOISE IDAHO

Recorded at the request of Paul S. Boyd at 54 minutes past 9 o'clock A. M., this 24 day of December, 1952.

Fees: \$1.75

Recorder

Compared

Alfred M. Popma, et ux

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

(SEAL)

Paul S. Boyd
NOTARY PUBLIC, BOISE IDAHO

Recorded at the request of Paul S. Boyd at 54 minutes past 9 o'clock A. M., this 24 day of December, 1952.

Fees: \$1.75



Recorder

Compared

Alfred M. Popma, et ux

to

Instrument Number 340265.

Mary Louise Popma

Dated: September 30, 1952.

WARRANTY DEED

This indenture made this 30th day of September, 1952, between Alfred M. Popma and

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DEED RECORD No. 376

165 1278

Dorothy W. Popma, husband and wife of Boise, Ada County, Idaho, the parties of the first part, and Mary Louise Popma, a spinster, of Boise, Ada County, Idaho, the party of the second part,

WITNESSETH: That the parties of the first part for and in consideration of the love and affection which the parties of the first part have and bear unto their daughter, the party of the second part, as also for the better maintenance, support, protection and livelihood of the party of the second part, do by these presents give, grant, alien and confirm, unto the second party of the second part, and to her heirs and assigns forever an undivided one-fourth ($\frac{1}{4}$) interest in and to that certain lot, piece or parcel of land, particularly described as follows: located in Ada County, state of Idaho, to-wit:

The south half of the northeast quarter ($S\frac{1}{2}NE\frac{1}{4}$); southeast quarter of the northwest quarter ($SE\frac{1}{4}NW\frac{1}{4}$); southwest quarter ($SW\frac{1}{4}$); and the southeast quarter ($SE\frac{1}{4}$) of Section 3, Tp. 4 N. R. 1, E.B.M., all in Ada County, Idaho, excepting all rights of way heretofore granted, and except that portion described in that certain warranty deed, dated December 30, 1947, recorded December 31, 1947, in the office of the County Recorder of Ada County, Idaho, in Book 312 of Deeds, at page 204; Together with all water rights, ditch and ditch rights, and the irrigation pump-

Dorothy W. Popma, husband and wife of Boise, Ada County, Idaho, the parties of the first part, and Mary Louise Popma, a spinster, of Boise, Ada County, Idaho, the party of the second part,

WITNESSETH: That the parties of the first part for and in consideration of the love and affection which the parties of the first part have and bear unto their daughter, the party of the second part, as also for the better maintenance, support, protection and livelihood of the party of the second part, do by these presents give, grant, alien and confirm, unto the second party of the second part, and to her heirs and assigns forever an undivided one-fourth ($\frac{1}{4}$) interest in and to that certain lot, piece or parcel of land, particularly described as follows: located in Ada County, state of Idaho, to-wit:

The south half of the northeast quarter ($S\frac{1}{2}NE\frac{1}{4}$); southeast quarter of the northwest quarter ($SE\frac{1}{4}NW\frac{1}{4}$); southwest quarter ($SW\frac{1}{4}$); and the southeast quarter ($SE\frac{1}{4}$) of Section 3, Tp. 4 N. R. 1, E.B.M., all in Ada County, Idaho, excepting all rights of way heretofore granted, and except that portion described in that certain warranty deed, dated December 30, 1947, recorded December 31, 1947, in the office of the County Recorder of Ada County, Idaho, in Book 313 of Deeds, at page 204; Together with all water rights, ditch and ditch rights, and the irrigation pumping plant thereunto belonging and used in connection therewith. Said water right consisting principally of 128 inches of what is known as Jacob's water right, being water right #1 from the Boise River, as shown by the decree adjudicating the rights of Boise River, and 50 inches of what is known as the Davis Right, or right #2, from the Boise River, as shown by the decree adjudicating the priority of right from the Boise River which said water rights, and the whole thereof, are diverted from the Boise River into the canal known as the Farmer's Union Ditch, operated by Farmer's Union Ditch Company, Lt.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to her heirs and assigns forever and the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, her heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEED.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand and seal, the day and year first above written.

STUNED, SEALED AND DELIVERED IN

PRESENCE OF Paul S. Boyd
Paul S. Boyd

Alfred M. Popma (SEAL)
Dorothy W. Popma (SEAL)

STATE OF IDAHO)
COUNTY OF ADA) ss.

On this 30th day of September, 1952, before me, the under signed, a Notary Public in and for said state, personally appeared Alfred M. Popma and Dorothy W. Popma, husband and wife, known to me to be the persons whose names are subscribed to the within

BOOK 376

ADA COUNTY, IDAHO

185

165 1279

instrument, and acknowledged to me that they 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.

(SEAL)

Paul S. Boyd
NOTARY PUBLIC, BOISE, IDAHO

Recorded at the request of Paul S. Boyd at 55 minutes past 9 o'clock A. M., this 24 day of December, 1952.

Fees: \$1.75

Paul S. Boyd
Recorder

Remitted

Western Petroleum & Refining Co., Inc.

to

Instrument Number 340310.

Gem State Refining Corp.

Dated: December 24, 1952.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO.

IN AND FOR THE COUNTY OF ADA

INDEMNITY INSURANCE COMPANY
OF NORTH AMERICA,

Plaintiff,

vs.

WESTERN PETROLEUM & REFINING
COMPANY, INC., a corporation,
J. F. KREIGER, STANLEY JEPPESEN,
ROY P. GIBSON and ARTHUR R.
THOMAS,

Defendants.

NO. 24493

RECEIVER'S DEED AND BILL

OF SALE TO REAL AND PER-

SONAL PROPERTY.

THIS INDENTURE, Made this 24 day of December, 1952, between H. L. STROETER, the Receiver of the property of the Defendant, WESTERN PETROLEUM & REFINING COMPANY, INC., a corporation, one of the Defendants in the above entitled cause, Party of the First Part, and GEM STATE REFINING CORPORATION, an Idaho corporation, with its principal place of business and office at Caldwell, Canyon County, Idaho, Party of the Second Part,

WITNESSETH: The Party of the First Part, by virtue of the power and authority given in and by an Order of the above entitled Court made and entered in the above entitled cause on the 17th day of December, 1952, and in consideration of the sum of ELEVEN THOUSAND FIVE HUNDRED (\$11,500.00) DOLLARS, lawful money of the United States of America, paid by the Party of the Second Part, acting only as Receiver, and not otherwise, does hereby grant, bargain, sell, convey and release unto the said Party of the Second Part, its successors and assigns forever, all the right, title, interest and estate of the Defendant, WESTERN PETROLEUM & REFINING COMPANY, INC., a corporation, in and to the following described real and personal property situate in Ada County, State of Idaho, and more particularly described as follows, to-wit:

PARCEL "A" REAL ESTATE

That part of Lot Three (3), Block Thirteen (13) of Scott's Third Subdivision in Ada County, State of Idaho, lying East of the Union Pacific Railroad right-of-way and more particularly described as follows, to-wit:

BOOK 376

The Western Loan & Investment Company

Instrument No. 312469

To

Alfred M. Popma

Dated January 2, 1951

THIS INDENTURE, Made this 2nd day of January, in the year of our Lord one thousand nine hundred and fifty-one between The Western Loan & Investment Company, a corporation duly organized and existing under the laws of the State of Idaho, and having its principal office in Idaho at Boise in the County of Ada, State of Idaho, party of the first part, and Alfred M. Popma, whose wife is Dorothy Popma, of Boise, County of Ada, State of Idaho, parties of the second part,

WITNESSETH, That the said party of the first part, having been hereunto duly authorized by resolution of its Board of Directors, for and in consideration of the sum of Ten and no/100 DOLLARS, lawful money of the United States of America, to it in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all the following described real estate, situated in __, County of Ada, State of Idaho, to-wit:

The South half of the Northeast quarter (S½NE¼); the Southeast quarter of the Northwest quarter (SE¼NW¼); the Southwest quarter (SW¼); and the Southeast quarter (SE¼) of Section Three (3), in Township Four (4) North; Range 1 (1) E.B.M., in Ada County, Idaho, excepting all road rights-of-way, and also excepting the property described in that certain warranty deed, dated December 30, 1947, between The Western Loan & Investment Company, a corporation, and Harvey L. Bingham and Bertha Bingham, husband and wife, said warranty deed being recorded in the office of the county recorder of Ada County, Idaho, at Page 209, Book 313 of Deeds.

Together with all water rights, ditch and ditch rights, and the irrigation pumping plant thereunto belonging and used in connection therewith. Said water right consisting principally of 128 inches of what is known as the Jacob's Water right, being water right #1 from the Boise River, as shown by the decree adjudicating the rights of Boise River, and 50 inches of what is known as the Davis Right, or right #2, from the Boise River, as shown by the decree adjudicating the priority of right from the Boise River, which said water rights, and the whole thereof, are diverted from the Boise River into the canal known as the Farmer's Union Ditch, operated by the Farmer's Union Ditch Company, Limited. (U.S.I.R. Stamps \$55.00 Cancelled) (P.S.R. 1-2-51)

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever. And the said party of the first part, and its

BOOK 352

successors, the said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against the said party of the first part, and its successors, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The party of the first part has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary in pursuance to said resolution the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF---

THE WESTERN LOAN & INVESTMENT COMPANY

BY Laurence Bettis
Its President

(CORP. SEAL)

Attest J. R. Cornell
Its Secretary

STATE OF IDAHO
County of Ada ss.

On this 2nd day of January in the year 1951, before me, the undersigned, a Notary Public in and for the said State, personally appeared Laurence Bettis and J. R. Cornell, known to me to be the President and Secretary respectively, of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

(SEAL)

R. Roland Toole
Notary Public for the State of Idaho,
Residing at Boise, Idaho

Recorded at the request of Idaho Title Co. at 49 minutes past 9 o'clock A. M.
this 1 day of January, 1951.

Fees \$2.00

Recorder

BOOK 332

The Western Loan & Investment Company

to

Harvey L. Bingham, et ux.

Dated: 30 December, 1947.

Instrument Number 270874.

THIS INSTRUMENT, Made this 30th day of December, in the year of our Lord one, thousand nine hundred and forty-seven, between THE WESTERN LOAN & INVESTMENT COMPANY, a corporation duly organized and existing under the laws of the State of Idaho and having its principal office in Idaho at Boise in the County of Ada, party of the first part, and HARVEY L. BINGHAM and BERTHA BINGMAN, Husband & Wife, of Boise, County of Ada, State of Idaho, parties of the second part,

WITNESSETH, That the said party of the first part, having been hereunto duly authorized by resolution of its Board of Directors, for and in consideration of the sum of TWO HUNDRED & 00/100 DOLLARS, lawful money of the United States of America, to it in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all the following described real estate situated in County of Ada, State of Idaho, to-wit:

All of that portion of the Southeast Quarter of the Northeast Quarter (SE1/4) and the Northeast Quarter of the Southeast Quarter (NE1/4) of Section Three (3), Twp. 4 North, Range 1 East of the Boise-Meridian, lying Easterly of the East line of that certain Highway known as the Boise-Meridian, Behind Highway survey on file in the office of the Department of Public Works of the State of Idaho, containing ten (10) Acres more or less.

(U.S.I.R. Stamps \$.65. Cancelled)

(H.L.B. Dec. 31, 1947)

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part.

TO HAVE AND TO HOLD, said and singular, the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever. And the said party of the first part, and its successors, the said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against the said party of the first part, and its successors, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary in pursuance to said resolution the day and year first above written.

SIGNED, SEALED AND DELIVERED }
IN PRESENCE OF - - - - - }

THE WESTERN LOAN & INVESTMENT COMPANY
By Earl T. Jones
Its Vice-President

Attest J. R. Cornell
Its Secretary.

(CORP. SEAL)

STATE OF IDAHO,)
County of ADA) ss.

On this 30th day of December in the year 1947, before me, the undersigned, a Notary Public in and for the said State, personally appeared J. R. Cornell and Earl T. Jones, known to me to be the Secretary & Vice President of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

(SEAL)

J. C. Moore
Notary Public for the State of Idaho.
Residing at Boise, Idaho.

Recorded at the request of Harvey Ringman at 54 minutes past 9 o'clock A. M.,
this 31 day of December, A. D. 1947.

Fees: \$1.20

Recorder

CH-103

Idaho Farms Incorporated

To
The Western Loan &
Investment Company

Instrument Number 211005

Dated March 6, 1942

Dated March 6, 1942

THIS INDENTURE, Made this 6th day of March, in the year of our Lord one thousand nine hundred and forty-two between IDAHO FARMS, INCORPORATED, a corporation duly organized and existing under the laws of the State of Idaho, and having its principal office in Idaho at Boise, in the County of Ada, party of the first part, and THE WESTERN LOAN & INVESTMENT COMPANY, a corporation, of Boise, County of Ada, State of Idaho, party of the second part,

WITNESSETH, That the said party of the first part, having been hereunto duly authorized by resolution of its Board of Directors, for and in consideration of the sum of TEN & NO/100 (\$10.00) DOLLARS, lawful money of the United States of America, and other good and valuable consideration to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all the following described real estate situated in the County of Ada, State of Idaho, to-wit:

The South Half of the Northeast Quarter (S½NE¼), the Southeast Quarter of the Northwest Quarter (SE¼NW¼), the Southwest Quarter (SW¼) and the Southeast Quarter (SE¼) of Section Three (3), Township Four (4) North, Range One (1) East, Boise Meridian, less right-of-way for roads.

Together with all water rights, ditch and ditch rights, and the irrigation pumping plant thereunto belonging and used in connection therewith. Said water right consisting principally of 128 inches of what is known as the Jacob's Water right, being water right #1 from the Boise River, as shown by the decree adjudicating the rights of Boise River, and 50 inches of what is known as the Davis Right, or right #2, from the Boise River, as shown by the decree adjudicating the priority of right from the Boise River, which said water rights, and the whole thereof, are diverted from the Boise River into the canal known as the Farmer's Union Ditch, operated by the Farmer's Union Ditch Company, Limited.

Subject to taxes and assessments for the year 1942.

(U.S.I.R. Stamps \$41.25 cancelled)
(3-11-42 Wm.B.D.)

TOGETHER with all and singular appurtenances, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereon, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to its successors and assigns forever. And the said party of the first part, and its successors, the said premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against the said party of the first part, and its successors, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The party of the first part has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary in pursuance to said resolution the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF
(CORPORATE SEAL)

IDAHO FARMS, INCORPORATED
By J. W. Cunningham, Its President
Attest: J. R. Cornell, Its Secretary

ADA COUNTY, IDAHO

313

113 1036

STATE OF IDAHO }
County of ADA } ss.

On this 6th day of March in the year 1942, before me, the undersigned, a Notary Public in and for said State, personally appeared J. W. Cunningham and J. R. Cornell, known to me to be the President & Secretary, respectively, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

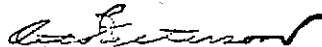
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(SEAL)

Wm. B. Davidson
Notary Public for the State of Idaho,
Residing at Meridian, Idaho.
My commission expires: 12-1-43

Recorded at the request of WESTERN LOAN & INVESTMENT CO. at 15 minutes past 9 o'clock A.M., this 14 day of March, A.D. 1942.

Fees, \$1.40



Recorder

DEED RECORD No. 104

47 384

Joseph Sullivan
to
Highland Development Co

Instrument Number 45763

QUITCLAIM DEED.

THIS INDENTURE, Made this 17th day of May, in the year of our Lord one thousand nine hundred and twelve between Joseph Sullivan, an unmarried man, of Boise, Ada County, State of Idaho, the party of the first part, and Highland Development Company, a corporation, organized and existing under the laws of the State of Idaho, with its principal place of business at Ada County, Idaho, the party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever quitclaim, unto the said party of the second part, and to its successors and assigns, all those certain lots, pieces and parcels of land situated, lying and being in the County of Ada and State of Idaho, bounded and particularly described as follows, to-wit:

All the East half ($E\frac{1}{2}$) of the South-West Quarter of Section Eleven (11) Township Four (4) North of Range One (1) East, R.M.; except above three acres, more or less, heretofore deeded by Andrew J. Robinson and Ellen Robinson, his wife, to be used for cemetery.

* Also the South half ($S\frac{1}{2}$) of the Northeast quarter ($NE\frac{1}{4}$) and the Southeast quarter ($SE\frac{1}{4}$) of the Northwest quarter ($NW\frac{1}{4}$) of Section Three (3) Township Four (4) North of Range One (1) R.M., containing one Hundred Twenty (120) acres, more or less; Also the Southwest quarter ($SW\frac{1}{4}$) of Section three (3) in Township Four (4) North of Range One (1) R.M.; reserving the crop on land now sown for the season of 1912. Also Lots Nine (9) and Sixteen (16) of Brose' Second Subdivision, together with an easement for a pipe line in a northerly and southerly direction over and across Lots One (1) and Eight (8) of the said Subdivision, which said pipe line is to be under ground if placed at any point other than along the east line of the said lots; also an easement for enlarging and deepening the drain ditch now running through and westerly from said Lots Nine (9) and Sixteen (16), not exceeding twenty-five (25) feet in width, being twelve and one-half ($12\frac{1}{2}$) feet on either side of the center line of said ditch as now constructed; it being a part of the consideration of the said rights of way that second party agrees to deepen said drain ditch to such capacity that it shall carry any and all water that may be developed therein at all times, and prevent damage to the adjoining land by reason of seepage or overflow; also the water right appurtenant to said land, being ten shares of the Boise Valley Irrigation Ditch Company's canal stock. * Also the Southeast quarter ($SE\frac{1}{4}$) of Section Three (3) Township Four (4) North of Range One (1) R.M.

All of the above described land is quitclaimed, remise and released by this instrument subject to its present incumbrance, as the same appears of record

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, re-

BOOK 104

ADA COUNTY, IDAHO

119

47 385

BOOK 104

mainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Joseph Sullivan (Seal)

Signed, Sealed and Delivered
in the presence of

B.S.Crow

State of Idaho;
County of Ada :

on this 17th day of May, in the year 1912, before me, B. S. Crow, a Notary Public in and for said County and State, personally appeared Joseph Sullivan, known to me to be the person whose name is subscribed to the within 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.

B.S. Crow

(SEAL)

Notary Public

Recorded at request of Joe Sullivan at 9:41 A.M. Jan 25th, 1913. Fees \$1.40

Stephen Miller
Recorder

COMPARED

DEED RECORD No. 94

13 269

Instrument Numbered 39997

THIS INDENTURE, Made this Eighteenth day of December in the year of our Lord one thousand nine hundred and Eleven between Jane O'Hara, a widow of Boise County of Ada State of Idaho the part Y of the first part, and Joseph Sullivan

of Boise County of Ada State of Idaho the part Y of the second part.

WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations DOLLARS, lawful moneys of the United States of America, to her in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said part Y of the second part and to his heirs and assigns forever, all the following described real estate, situated in Ada County State of Idaho, to-wit:

The South half of the Northeast Quarter (S. $\frac{1}{2}$ of N.E. $\frac{1}{4}$) and the Southeast Quarter of the Northwest Quarter (S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$) of Section Three (3), Township Four (4) North, Range One (1) East of Boise Meridian, Area One Hundred Twenty (120) acres.

together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said part Y of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto the part Y of the second part, and to his heirs and assigns forever. And the said part Y of the first part, and her heirs, the said premises in the quiet and peaceable possession of the said part Y of the second part, his heirs and assigns, against the said part Y of the first part, and her heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will WARRANT and by these presents forever defend.

BOOK 94

ADA COUNTY, IDAHO

1915

13 270

BOOK 94

IN WITNESS WHEREOF, The said part 2. of the first part has hereunto set her hand and seal the day and date first above written.

Signed, sealed and delivered in the presence of)
 W. Scott Neal) Jane O'hara
 Vera Houghton)

SEAL
SEAL
SEAL
SEAL

STATE OF IDAHO.

County of Ada On this Eighteenth day of December in the year 1911, before me W. Scott Neal a Notary Public in and for said County, personally appeared Jane O'Hara, a widow

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same, and on this day of in the year 1911, before me, the aforementioned described, personally appeared

known to me to be the person whose name is subscribed to the within instrument, described as a married woman; and upon an examination without the hearing of her husband, I made her acquainted with the contents of the instrument, and thereupon she acknowledged to me that she executed the same, and that she does not wish to retract such execution.

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

W. Scott Neal
Notary Public

(SEAL)

My Commission expires May 16, 1915.

STATE OF IDAHO

County of Ada I hereby certify that this deed was filed for record at request of W. Scott Neal at 3:40 o'clock P.M., this 18th day of December A. D. 1911. Fees \$1.20
 By Deputy. Stephen Wiley Recorder.

DEED RECORD No. 93

42 1117

Instrument Numbered 38682

THIS INDENTURE, Made this Seventh day of October in the year of our

Lord one thousand nine hundred and Eleven between Jane O'Hara, a widow,

of the part Y of the first part, and Joseph Sullivan
 County of Ada State of Idaho

of the part Y of the second part,
 Boise County of Ada State of Idaho

WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of
 Three Thousand Six Hundred (\$3600.00) DOLLARS.

lawful money of the United States of America, to her in hand paid by
 the said part Y of the second part, the receipt whereof is hereby acknowledged, has granted, bargained
 and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said part Y of the
 second part and to his heirs and assigns forever, all the following described real estate, situated
 in Ada County State of Idaho, to wit:

The South one-half ($S\frac{1}{2}$) of the Northeast quarter ($NE\frac{1}{4}$) and the Southeast
 quarter ($SE\frac{1}{4}$) of the Northwest ($NW\frac{1}{4}$) of Section Three (3), Township Four (4)
 North of Range One (1) East Boise Meridian, containing One Hundred and Twenty (120)
 acres covered by Register Receipt 790199.

together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in
 anywise appertaining, the reversion and reversions, remainders, rents, issues and profits thereof, and all
 estate, right, title and interest in and to the said property, as well in law as in equity, of the said part Y
 of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together
 with the appurtenances, unto the part Y of the second part, and to his heirs and assigns forever.
 And the said part Y of the first part, and her heirs, the said premises in the quiet and peaceable
 possessions of the said part Y of the second part, his heirs and assigns, against the said part Y
 of the first part, and her heirs, and against all and every person and persons whomsoever, lawfully
 claiming or to claim the same, shall and will WARRANT and by these presents forever defend.

BOOK 93

ADA COUNTY, IDAHO

BOOK 93

112 1115

IN WITNESS WHEREOF, The said part *y* of the first part has hereto set her hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of)

C. S. Hunter

Jane O'Hara

(SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF IDAHO,

County of

Ada

ss.

on this

Seventh

day of

October

in the

year 19 11, before me

William H. Savidge

a

Notary Public

in and for

said County, personally appeared

Jane O'Hara, a widow,

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same; and on this day of year 19 before me, the officer above described, personally appeared

. Known to me to be the person whose name is subscribed to the within instrument, described as a married woman; and upon an examination without the hearing of her husband, I made her acquainted with the contents of the instrument, and thereupon she acknowledged to me that she executed the same, and that she does not wish to retract such execution.

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

William H. Savidge,

Notary Public in and for Ada

(SEAL)

County, Idaho.

STATE OF IDAHO,

County of Ada,

I hereby certify that this deed was filed for record at request

of Joe Sullivan

at 2:55 o'clock P.M., this

7th

day of Oct

Fees \$1.20

I. D. 19 11

By

Deputy.

Recorder.

U. S. Patent
of
Jane O'Hara.

Instrument Number 38738.

THE UNITED STATES OF AMERICA,
To all to whom these presents shall come, Greeting:

BOISE 03738.

WHEREAS, a Certificate of the Register of the Land Office at BOISE, IDAHO, has been deposited in the General Land Office whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of JANE O'HARA has been established and duly consummated, in conformity to law, for the SOUTH HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION THREE IN TOWNSHIP FOUR NORTH OF RANGE ONE EAST OF THE BOISE MERIDIAN, IDAHO, CONTAINING ONE HUNDRED TWENTY ACRES, according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States; reserving, also, to the United States all coal in the lands so granted, and to it, or persons authorized by it, the right to prospect for, mine, and remove coal from the same upon compliance with the conditions of and subject to the limitations of the Act of March 3, 1909, --35 Stat., 844--.

IN TESTIMONY WHEREOF, I, WILLIAM H. TAFT, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed. GIVEN under my hand, at the City of Washington, the Seventh day of September in the year of our Lord one thousand nine hundred and eleven and of the Independence of the United States the one hundred and Thirty-sixth.

LAND PAT. 2

1 970

(SEAL
UNITED STATES
GENERAL LAND OFFICE)

By the President: Wm. H. Taft

By M. P. LeRoy, Secretary.

RECORDED: Patent Number 223437.

H. W. Sanford,
Recorder of the General Land Office.

Recorded at request of Jane O'Hara at 10:09 o'clock A. M., Oct. 17th.-1911.

Fees, \$1.00.

Recorder.

LAND FILE

DEED RECORD No. 95

43 445

Instrument Numbered 40316

THIS INDENTURE, Made this fourth^(4th) day of December in the year of our
 Lord one thousand nine hundred and eleven⁽¹⁹¹¹⁾ between Hiram G Saxton and Diantha Saxton
 (husband and wife)

of Boise County of Ada State of Idaho
 the part 1st of the first part, and Joseph Sullivan

of Boise County of Ada State of Idaho
 the part 2^d of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of
 one (\$1.00) DOLLARS,
 lawful money of the United States of America, to them in hand paid by
 the said part 2^d of the second part, the receipt whereof is hereby acknowledged, he ~~ve~~ granted, bargained
 and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the
 second part and to his heirs and assigns forever, all the following described real estate, situated
 in Ada County State of Idaho, to-wit:

The South West Quarter ($\frac{1}{4}$) of Section Three (3), in Township Four (4) North, of Range
 One (1) East, of the Boise Meridian in Ada County Idaho.

Reserving the Crop on land now sown for the season of 1912.

together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in
 anywise appertaining, the reversion and reversions, remainders, rents, issues and profits thereof, and all
 estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties
 of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together
 with the appurtenances, unto the part 2^d of the second part, and to his heirs and assigns forever,
 and the said parties of the first part, and their heirs, the said premises in the quiet and peaceable
 possession of the said party of the second part, his heirs and assigns, against the said parties

ADA COUNTY, IDAHO

43 416

BOOK 95

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand, and seal, the day and year first above written.

Signed, sealed and delivered in the presence of Hiram G. Saxton
E.C. Cook Diantha Saxton



STATE OF IDAHO,

County of Ada ss. On this fourth (4th) day of December in the year 19 11, before me, E.C. Cook, a Notary Public in and for said County, personally appeared Hiram G. Saxton and Diantha Saxton (husband and wife)

known to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same; and on this day of in the year 19, before me, the officer above described, personally appeared

known to me to be the person whose name is subscribed to the within instrument, described as a married woman; and upon an examination without the hearing of her husband, I made her acquainted with the contents of the instrument, and thereupon she acknowledged to me that she executed the same, and that she does not wish to retract such execution.

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

(SEAL) E.C. Cook
Notary Public

STATE OF IDAHO,
County of Ada, ss.

I hereby certify that this deed was filed for record at request of R.P. McAfee at 2:31 o'clock P. M., this 5th day of January, A. D. 19 12 Fees \$1.20
By Deputy Recorder.

U. S. Patent Record—Homestead

387

Instrument Number 40319.

UNITED STATES PATENT

TO

Hiram G. Saxton.

The United States of America

To all to Whom these Presents shall come, Greeting:

Homestead Certificate No. 1005

APPLICATION 2949.

Whereas, There has been de-

posited in the General Land Office of the United States a Certificate of the Register of the Land Office at Boise City, Idaho,

whereby it appears

that, pursuant to the Act of Congress approved 20th May, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the Acts supplemental thereto, the claim of Hiram G. Saxton.

has been established and duly consummated, in conformity to law for the South west quarter of section three, in Township four North of Range one East of Boise Meridian in Idaho containing one hundred and sixty acres.

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General,

Now Know Ye, That there is, therefore, granted by the UNITED STATES unto the said

Hiram G. Saxton

the tract of land above described:

To Have and to Hold the said tract of land with the appurtenances thereof, unto the said

Hiram G. Saxton

and to his heirs

and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove the same from the lands hereby granted, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In Testimony Whereof, I Grover Cleveland

President of the United States of America,

have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the Fifteenth

day of May, in the year of our Lord, one thousand nine

hundred and Sixty four, and of the Independence of the United

States the one hundred and Eighteenth

By the President: Grover Cleveland

By M. McKean

Secretary

U. S. G. JAMES

Recorder of the General Land Office

Recorded, Vol. 3-A Page 84.

STATE OF IDAHO,
County of Ada, ss.

R. F. McAfee.

I hereby certify that this instrument was recorded at the request of

at 2:34 o'clock P. M. this 5th day of January A. D. 1912

Fees \$ 1.00

By Recorder Deputy

LAND PAT. 4

ADA COUNTY, IDAHO

United States
to

Heirs of Belle P. Chilson

Instrument Number 59805

Boise 02934

4--1050

The United States of America,

To all to whom these presents shall come, Greeting

WHEREAS, on July 10, 1911, patent No. 216235 issued to The Heirs of Belle P. Chilson, for the southeast quarter of Section three in Township four north of Range one east of the Boise Meridian, Idaho, containing one hundred sixty acres, reserving to the United States all coal in said lands, and to it, or persons authorized by it, the right to prospect for, mine, and remove coal from the same upon compliance with the conditions of and subject to the limitations of the Act of March 3, 1909; and

WHEREAS, the lands so conveyed have been subsequently classified as noncoal in character:

NOW, THEREFORE, KNOW YE, That the UNITED STATES OF AMERICA, in accordance with the Act of Congress approved April 14, 1914 (Public No. 83), authorizing, under such conditions, the issuance of new or supplemental patent without such reservation, does hereby remise, release, and forever quitclaim unto the said Heirs of Belle P. Chilson and to their heirs and assigns, all right, title, interest, and estate to and in the above described lands which may be vested in and possessed by it by virtue of the reservation hereinbefore mentioned and recited.

IN TESTIMONY WHEREOF, I, Woodrow Wilson President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the TWENTIETH day of MAY in the year of our Lord one thousand nine hundred and FIFTEEN and of the Independence of the United States the onehundred and THIRTY-NINTH.

By the President: Woodrow Wilson

By M.P. LeRoy, Secretary.

L.O.C. Lamar

RECORDED: Patent Number 473994

Recorder of the General Land Office.

Recorded at the request of J. Sullivan at 2:30 P.M., June 19th, 1915.

Fees \$1.00

Stephen M. Little
Recorder.

LAND PATENTS

ADA COUNTY, IDAHO

SE 1/4

BOOK 100

Robert W. Chilson
to
Joseph Sullivan

Instrument Number 1111

QUITCLAIM DEED.

THIS INDENTURE, Made the 31 day of February in the year of our Lord one thousand nine hundred and Twelve between Robert W. Chilson, a single and unmarried person, of Boise, County of Ada State of Idaho the party of the first part, and Joseph Sullivan of Boise, County of Ada State of Idaho the party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar and other valuable consideration, lawful money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents remise, release and forever QUITCLAIM, unto the said part....of the second part, and to....heirs and assign, all certain lot, piece or parcel of land, situate, lying and being in County of Ada, State of Idaho, bounded and particularly described as follows, to wit: The Southeast One-quarter of Section Three, Township Four North of Range One East B.M. Ada Co., Idaho.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances, unto the said party of the second part and to his heirs and assigns forever

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of
E. H. Hulser

Robert W. Chilson (SEAL)

STATE OF IDAHO:
; ss
County of Ada :

On this day of February in the year 1912, before me, E.H.Hulser, a notary public in and for said County, personally appeared Robert W. Chilson known to me to be the person whose name is subscribed to within 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.

(SEAL)

E.H.Hulser
Notary Public

Recorded at request of J. Sullivan at 10:07 A.M. February 5th, 1912. Fees \$1.20

Joseph Sullivan
Recorder

ADA COUNTY, IDAHO

15 1185

147

BOOK 100

Decatur W. Chilson,
by Guardian
to
Joseph Sullivan

Instrument Number 40775

This indenture, Made on this 3d day of February 1912, by and between Robert W. Chilson as the duly appointed qualified and acting guardian of the estate of Decatur W. Chilson, minor, the party of the first part and Joseph Sullivan, the party of the second part, -

Witnesseth, That, whereas, on the sixth day of January, 1912, the court of the county of Ada, state of Idaho, made an order of sale authorizing the said party of the first part to sell certain real estate of the said minor, situate in the county of Ada, state of Idaho, and particularly described in said order of sale which said order is now on file and of record in the said Probate court, and is hereby referred to for greater certainty;

And whereas, under and by virtue of said order of sale, said guardian did, on the 17th day of January, 1912, and pursuant to legal notices given therefor, sell said real estate, subject to confirmation by said court, to Joseph Sullivan, for the sum of Four Thousand Dollars; that upon the hearing of the return of said sale, which came on regularly for hearing in this court, on the 3d day of February, 1912, the said grantee herein made his written offer in the form, of the sum of Four Thousand Dollars for said realty, and that no further or greater sum was offered; that on the 3d day of February 1912 said court made an order confirming the sale of said property to said Joseph Sullivan, and directing a conveyance to be executed to him; that a certified copy of said order of confirmation of sale was recorded in the office of the county recorder of said county of Ada, state of Idaho on the 3d day of February, 1912, and that said order of confirmation of sale is now on file and of record in said court, and which said record thereof in said recorder's office is hereby referred to and made a part hereof, the same as if incorporated herein.

Now, therefore, the said Robert W. Chilson, as guardian of the estate of Decatur W. Chilson, minor as aforesaid, the party of the first part pursuant to the order last aforesaid of said court for and in consideration of the sum of Four Thousand Dollars, does grant, bargain, sell and convey unto said party of the second part, his heirs and assigns forever, all the right, title, interest and estate of the Decatur W. Chilson, minor in and to all that certain lot, piece, or parcel of land lying and being in said county of Ada State of Idaho, and bounded and particularly described as follows, to-wit: The South-east one-quarter of section Three, Township Four North of Range One East B. M. Ada Co. Idaho; together with all the appurtenances whatsoever to the same belonging or in any wise appertaining.

To have and to hold, all and singular, the above mentioned and described premises, together with the appurtenances unto the said party of the second part,

DEED RECORD No. 100

15-1186

BOOK 100

his heirs and assigns forever.

In witness whereof, The said party of the first part as guardian of the estate of said minor as aforesaid has executed these presents the day and year first above written.

Robert W. Chilson

Guardian of the estate of Robert W. Chilson, Minor, and Ward

Signed and delivered
in the presence of

T. H. Turley

E. H. Hulser

State of Idaho:

County of Ada:

On this 3d day of February in the year 1912, before me E.H.Hulser, a notary public, in and for said county, personally appeared Robert W. Chilson, guardian of the estate of Decatur W. Chilson, minor, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as guardian of said estate.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

E. H. Hulser

Notary Public

(SEAL)

Recorded at request of J.Sullivan at 10:05 A.M. Feb 6th, 1912. Fees \$1.40

J. Sullivan
Recorder

ADA COUNTY, IDAHO

45 1183

Robert W. Chilson, Guardian,

to
Joseph Sullivan
.....

Instrument Number 40771

IN THE PROBATE COURT, OF THE COUNTY OF ADA, STATE OF IDAHO,

IN THE MATTER OF THE ESTATE AND GUARDIANSHIP OF

DECATUR W. CHILSON, MINOR. : Order confirming sale of real
: estate.

-0-

Now comes Robert W. Chilson, the guardian of said estate, by R. H. Halser his attorney and proves to the satisfaction of the court that his return of sale of real estate, under the order of sale hereinbefore made, was duly filed in the office of the clerk of this court on the 23rd day of January, 1912; that the clerk thereupon fixed Saturday the 3rd day of February 1912, as the day for the hearing thereof, and gave due notice of said hearing by posting notices in form and manner as required by law; and thereupon, after examining the return and hearing the evidence, the court finds therefrom that said sale was legally made and fairly conducted; that notice of the time, place, and terms of said sale was duly given in manner and form as prescribed by law and by the order of this court, and that said notices described said land as the same is hereinafter described; that the price obtained thereat was the reasonable value of the property sold, and that no greater sum can be obtained, that said property was appraised within one year of said sale, and that the price obtained at such sale is at least ninety per cent of said appraised value, and no person objecting thereto or offering a higher price;

It is ordered by the court, That the sale of the real estate hereinafter described, to Joseph Sullivan on the following terms, to-wit: Cash, One Thousand Dollars in lawful money of the United States to be paid at the time of confirmation of sale and the balance in the amount of Three thousand Dollars to be paid by note secured by first mortgage on said premises payable on or before three years from the date of sale with interest at the rate of eight per cent per annum, payable annually, is hereby confirmed, and upon payment of the price aforesaid, said Robert W. Chilson, guardian of said minor is directed to execute to said purchaser a deed of conveyance thereof.

Said land is described as follows, to-wit:-

The Southeast one-quarter of Section Three, Township Four North of Range One East

B.M. Ada Co., Idaho.

Entered February 3rd, 1912.

Wm. C. Dunbar,

Judge of the Probate Court in
and for Ada Co., Idaho.

BOOK 100

DEED RECORD No. 100

15 1181

BOOK 100

STATE OF IDAHO:

County of Ada :

I, WILLIAM C. DUNBAR, Clerk of the Probate Court of Ada County, State of Idaho, do hereby certify that the foregoing is a true and correct copy of the original Order confirming sale of real estate in the matter of the estate and guardianship of Decatur W. Chilson, minor, and now on file and remaining on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said court this 3rd day of Feb. 1912.

Wm. C. Dunbar

(SEAL)

Clerk

Recorded at request of E.H. Hulser at 9:20 A.M. Feb 5th, 1912. Fees, \$.80/

Stephen L. Hulser
Recorder

DEED RECORD No. 92

12 177

Instrument Numbered 35844

THIS INDENTURE, Made this 30 day of June in the year of our Lord one thousand nine hundred and eleven between Robert W. Chilson

of Boise County of Ada State of Idaho
the part Y of the first part, and Deatur W. Chilson

of Boise County of Ada State of Idaho
the part Y of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar, Love and affection and other valuable consideration

lawful money of the United States of America, to him in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged, he a. granted, bargained and sold, and by these presents do. grant, bargain, sell, convey and confirm unto the said part Y of the second part and to his heirs and assigns forever, all the following described real estate, situated in Ada County State of Idaho, to-wit:

One-half Interest in and to the Southeast One-quarter of Section Three Twp. Four North Range One East B.M.

together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, the reversion and reversions, remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto the part Y of the second part, and to his heirs and assigns forever. And the said part Y of the first part, and his heirs, the said premises in the quiet and peaceable possessions of the said part Y of the second part, his heirs and assigns, against the said part Y of the first part, and his heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will WARRANT and by these presents forever defend.

ADA COUNTY, IDAHO

12 178

IN WITNESS WHEREOF, The said part Y... of the first part has hereunto set... his hand... and seal... the day and year first above written.

Signed, sealed and delivered in the presence of

Seal Seal Seal Seal

E. K. Hulser

Robert W. Chilson

STATE OF IDAHO,

County of Ada

On this 7th day of June

year 19 11, before me

D. E. Brink

, a Notary Public

in and for

said County, personally appeared Robert W. Chilson

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same; and on this day of in the year 19 11, before me the officer above described, personally appeared

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same; and on this day of in the year 19 11, before me the officer above described, personally appeared

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

(SEAL)

D. E. Brink

Notary Public

STATE OF IDAHO,

County of Ada,

I hereby certify that this deed was filed for record at request

of D. C. Chilson

at 3:45 o'clock P.M., this 7

day of June A. D. 19 11 Fees \$1.20

By Deputy

Recorder

COMPARED

BOOK 92

Instrument Number 40505.

UNITED STATES PATENT

TO

The heirs of Belle F.
Chilson.

The United States of America

Jul 24, 1911.

To all to Whom these Presents shall come, Greeting:

Homestead Certificate No.

APPLICATION Boise 02934.

Whereas, There has been de-

posited in the General Land Office of the United States a Certificate of the Register of the
General Land Office:
Land Office at Boise, Idaho has been deposited in the where it appears

that, pursuant to the Act of Congress of May 20, 1902, "To Secure Homesteads to Actual Settlers on the Public Domain," and
the Acts supplemental thereto, the claim of the heirs of Belle F Chilson, Boise, Ida.

has been established and duly consummated, in conformity to law for the Southeast quarter of Section Three in
Township Four North of Range One East of the Boise Meridian, Idaho, containing One Hundred
Sixty acres.,

and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals
constructed by the authority of the United States; reserving, also, to the United States
all coal in the lands so granted, and to it, or persons authorized by it the right to
prospect for, mine, and remove coal from the same upon compliance with the conditions of and
subject to the limitations of the Act of March 3, 1909—35 Stat. 844—

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General.

Now Know Ye, That there is, therefore, granted by the UNITED STATES unto the said

claimants

the tract of land above described:

To Have and to Hold the said tract of land with the appurtenances thereof, unto the said

of the said claimants claimants and to the heirs
and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and
rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs,
laws and decisions of Courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom,
should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In Testimony Whereof, I, William H. Taft, President of the United States of America,
have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the Tenth

day of July, in the year of our Lord, one thousand nine

hundred and Eleven, and of the Independence of the United

States the one hundred and Thirty Sixth.

By the President: Wm. H. Taft.

By: M. P. LeRoy.

Secretary

John O'Connell.

Acting Recorder of the General Land Office.

Recorded, Patent Number 216235.

STATE OF IDAHO,
County of Ada, ss.

I hereby certify that this instrument was recorded at the request of

Desatur Chilson

at 2:04 o'clock P.m. this 18th day of January A. D. 1912

Fees \$ 1.00

By: Deputy

LAND PATENT



To: DAVE SHAW
ERO RESOURCES

If you have any questions or need any further services involving this property,
please call Stewart Title Company of Idaho, Inc. THANK YOU!

Christal Skeem
christal.skeem@stewart.com



Notice:

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

PART OF ORIGINAL TOO LIGHT
FOR GOOD REPRODUCTION

**SPECIAL WARRANTY DEED
AND ASSIGNMENT OF PERMIT
FOR WATER RIGHT**

98013931
ADA 99. RECORDER
J. DAVID NAVARRO
BOISE ID

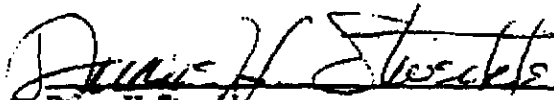
FOR VALUE RECEIVED, Lexington Hills, Inc. and Treasure Valley Village, Ltd. ("Grantors") do hereby convey, release, remise and forever quitclaim, subject to the special warranty given herein in the following paragraph, unto United Water Idaho, whose address is 8248 Victory Road, Boise, Idaho 83707 ("Grantee"), the following described real property (hereinafter, the "Water Right"), to wit: all our interest in that certain water right to the use of ground water, including storage rights, represented by Water Right Permit No. 63-12017 issued on or about January 24, 1994 and amended on or about February 24, 1994, as reflected in the records of the State of Idaho, Idaho Department of Water Resources. Copies of said permit and amended permit are attached hereto and incorporated herein by this reference. In addition, Grantors hereby assign to Grantee any and all permits, licenses, decrees, claims, potential claims, contracts, certificates, shares, or other legal evidence or documentation of any interest in said Water Right, including but not limited to any claim which has been or could be asserted with respect to said Water Right in the Snake River Basin Adjudication, Fifth Judicial District, in the State of Idaho, in and for the County of Twin Falls, Case No. 39576.

Grantors specially represent and warrant that they obtained the above referenced Permit for the Water Right (and amended permit) in good faith, that they have not at any time conveyed any interest in said Water Right to any person other than the Grantee, and that the Water Right is free from all liens, claims and encumbrances. Grantors make no further warranty regarding the validity or quantity of the Water Right conveyed by this deed.

IN WITNESS WHEREOF, the undersigned have caused their names to be hereunto subscribed on the dates shown below.

GRANTORS

Dated: February 13, 1998


Dennis H. Stueckle
President
Lexington Hills, Inc.

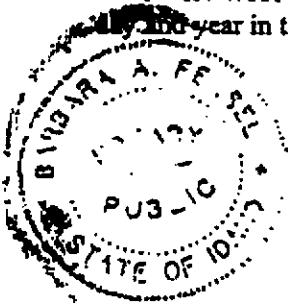
Dated: February 17, 1998


William R. Guhrke
General Partner
Treasure Valley Village, Ltd.

STATE OF IDAHO)
) ss.
County of Ada)

On this 13th day of February, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane H. Swackie, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument and further known or identified to me to be the President of Lexington Hills, Inc., and said person acknowledged to me that he executed the same on behalf of Lexington Hills, Inc.

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

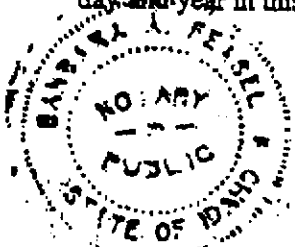


Barbara A. Fessel
Notary Public for Idaho
Residing at Boise ID
My commission expires: 6-6-2003

STATE OF IDAHO)
) ss.
County of Ada)

On this 17th day of February, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared William R. Gubke, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument and further known or identified to me to be the General Partner of Treasure Valley Village, Ltd., and said person acknowledged to me that he executed the same on behalf of Lexington Hills, Inc.

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



Barbara A. Fessel
Notary Public for Idaho
Residing at Boise ID
My commission expires: 6-6-2003

G:\DATA\Clients\30177\Docs\11988

2-2-94

State of Idaho
Department of Water Resources

AMENDED

Permit To Appropriate Water

AMENDED

NO. 63-12017

Proposed Priority: April 21, 1993

Maximum Diversion Rate:

1.56 CFS

This is to certify, that LEXINGTON HILLS INC

TREASURE VALLEY VILLAGE LTD PARTNERSHIP

1815 N STONEYBROOK CT

EAGLE ID 83616

has applied for a permit to appropriate water from: GROUNDWATER

and a permit is APPROVED for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
WILDLIFE	01/01 to 12/31	1.56 CFS	
WILDLIFE STORAGE	01/01 to 12/31		15.0 AF
RECREATION	01/01 to 12/31	1.56 CFS	
RECREATION STORAGE	01/01 to 12/31		15.0 AF
AESTHETIC	01/01 to 12/31	1.56 CFS	
AESTHETIC STORAGE	01/01 to 12/31		15.0 AF
DIVERSION TO STORAGE	01/01 to 12/31	1.56 CFS	
Totals		1.56 CFS	

LOCATION OF POINT(S) OF DIVERSION:

NWSW , Sec. 3, Township 04N, Range 01E
 SWSW , Sec. 3, Township 04N, Range 01E
 SWSW , Sec. 4, Township 04N, Range 01E
 NENE , Sec. 4, Township 04N, Range 01E
 ADA County

PLACE OF USE: WILDLIFETWN RGE SEC

04N 01E 3

SWNE

NENW

NWSW

SWSW

SESW

NNEE

SESE

PLACE OF USE: RECREATION, same as WILDLIFE usePLACE OF USE: AESTHETIC, same as WILDLIFE useCONDITIONS/REMARKS:

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before January 1, 1993.
2. Subject to all prior water rights.
3. Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which permit holder had no control.
4. A flow measurement port or other device as specified by the Department shall be installed by the right holder to provide for the installation of measuring equipment and the determination of the rate of diversion by the Department.

FEB 24 1994

- State of Idaho
Department of Water Resources

AMENDED

Permit To Appropriate Water

AMENDED

NO. 63-12017

CONDITIONS/REMARKS:

5. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
6. A well drilled pursuant to this permit must be located at least 500 feet from any existing well. Well spacing closer than 500 feet must be approved by the Department of Water Resources.
7. Construction of the well must comply with Idaho well construction standards.
8. The issuance of this right in no way grants any right-of-way or easement across the land of another.
9. Use of water under this right may be affected by an agreement between the protestant and the right holder.
10. Place of use is located within Lexington Hills and Trail Creek Subdivisions.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code.
Witness the signature of the Director, affixed at Boise, this

2nd day of February, 1994.


Acting for R. Keith Higginson, Director

RECORDED

FEB 24 1994

1-24-94

State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 63-12017

Proposed Priority: April 21, 1993

Maximum Diversion Rate:

1.56 CFS

This is to certify, that **LEXINGTON HILLS INC**
TREASURE VALLEY VILLAGE LTD PARTNERSHIP
1815 E STONEYBROOK CT
EAGLE ID 83616

has applied for a permit to appropriate water from: **GROUNDWATER**

and a permit is APPROVED for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
WILDLIFE	01/01 to 12/31	1.56 CFS	
WILDLIFE STORAGE	01/01 to 12/31		15.0 AF
RECREATION	01/01 to 12/31	1.56 CFS	
RECREATION STORAGE	01/01 to 12/31		15.0 AF
AESETHETIC	01/01 to 12/31	1.56 CFS	
AESETHETIC STORAGE	01/01 to 12/31		15.0 AF
DIVERSION TO STORAGE	01/01 to 12/31	1.56 CFS	
Totals		1.56 CFS	

LOCATION OF POINT(S) OF DIVERSION:

NWSW , Sec. 3, Township 04N, Range 01E
SWSW , Sec. 3, Township 04N, Range 01E
SWSW , Sec. 4, Township 04N, Range 01E
NNEE , Sec. 4, Township 04N, Range 01E
ADA County

PLACE OF USE: WILDLIFE

THE ONE SEC

04N 01E 3

SWSW

SWSW

SESE

NWSW

SESW

NWSW

NWSE

PLACE OF USE: RECREATION, same as WILDLIFE use

PLACE OF USE: AESTHETIC, same as WILDLIFE use

CONDITIONS/REMARKS:

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before January 1, 1999.
2. Subject to all prior water rights.
3. Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which permit holder had no control.
4. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.

FEB 24 1994

State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 63-12017

CONDITIONS/REMARKS:

5. A well drilled pursuant to this permit must be located at least 500 feet from any existing well. Well spacing closer than 500 feet must be approved by the Department of Water Resources.
6. Construction of the well must comply with Idaho well construction standards.
7. The issuance of this right in no way grants any right-of-way or easement across the land of another.
8. Use of water under this right may be affected by an agreement between the protestant and the right holder.
9. Place of use is located within Lexington Hills and Trail Creek Subdivisions.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code.
Witness the signature of the Director, affixed at Boise, this

24th day of January, 1994.

R. Keith Elginson
for R. Keith Elginson, Director

RECORDED

FEB 24 1994

THIS FORM FURNISHED COURTESY OF:

STEWART TITLE

ADA CO. RECORDER
J. DAVID NEVALRO
BOISE ID

STEWART TITLE

'95 SEP 1 PM 12:50

FEE 3.00
RECORDED

READ & APPROVED BY GRANTEE(S):

[Signature] BAD

SPACE ABOVE THIS LINE FOR RECORDING DATA

Order No.: 95055626 SL/CS

{0180}

CORPORATE WARRANTY DEED 1914000729

FOR VALUE RECEIVED, J BAR K & ASSOCIATES, INC., a Montana Corporation,
also shown of record as J BAR K AND ASSOCIATES, INC.

organized and existing under the laws of the State of Idaho, with its principal office at 2300 S. ORCHARD
, BOISE, IDAHO 83705 of County of ADA, State of Idaho,
GRANTOR, hereby GRANT, BARGAIN, SELL AND CONVEY unto PHILIP J. DRICK and BONNIE
A. DRICK, husband and wife

GRANTEE(S), whose current address is: 1652 EAST HIGHTATE COURT, EAGLE, IDAHO 83616
the following described real property located in ADA County, State of Idaho, more particularly
described as follows, to wit:

Lot 12 in Block 10 of LEXINGTON HILLS SUBDIVISION NO. 4,
according to the Official Plat thereof, filed in Book 62 of
Plats at Page(s) 6269-6270, records of Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and
Grantee(s) heirs and assigns forever. And the said Grantor does hereby covenant to and with the said
Grantee(s), that Grantor is the owner in fee simple of said premises; that said premises are free from all
encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered
or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and
agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments,
if any) for the current year, which are not yet due and payable, and that Grantor will warrant and defend
the same from all lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly
authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held
and attended by a quorum.

In witness whereof, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized
officers this 28th day of August, in the year of 1995.

(Corporate Seal)

J BAR K & ASSOCIATES, INC.

(Corporate Name)

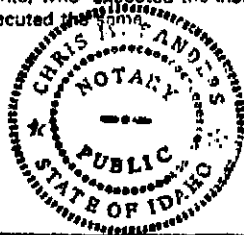
By *[Signature]*
JAMES H. BAND, President

Attest: _____
Secretary

STATE OF IDAHO
COUNTY OF ADA

On this 29th day of August, in the year of 1995, before me, the undersigned, a Notary
Public in and for said State, personally appeared JAMES H. BAND

known or identified to me to be the PRESIDENT of the corporation that executed
the instrument or the person(s) who executed the instrument on behalf of said corporation, and acknowledged to
me that such corporation executed the same.



Signature: *Chris M. Sanders*

Name: CHRIS M. SMITH

Residing at: BOISE, IDAHO

My Commission Expires: 09/14/96

09397537

J Bar K & Assoc. Inc

ADAMS RECORDER

J. DAVID MAY

BOISE ID

1636000182

WARRANTY DEED

\$9.00 by: K. Larson

'93 NOV 19 AM 10 19

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell, and convey unto J BAR K & ASSOCIATES, INC., Grantee(s), whose address is 2300 S. Orchard, Suite B., Boise, ID 83705, the following described real property, located in Ada County, Idaho, to wit:

Lot 12 in Block 10 of LEXINGTON HILLS SUBDIVISION NO. 4, according to the official plat thereof, filed in Book 62 of Plats at Page 6269, records of Ada County, Idaho.

hereinafter referred to as the "Premises."

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration; (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said associations(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes.

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

1636000183

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

LEXINGTON HILLS, INC.

By: Duane Stueckle
Duane Stueckle

WITNESSES:

Dennis J. Whitmore
Secretary, Dennis J. Whitmore

"GRANTEE"

J BARAK & ASSOCIATES, INC.

By: Christian S. S. S.

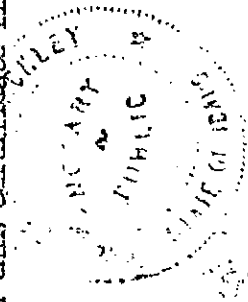
STATE OF IDAHO

County of Ada

On this 16th day of November, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared DUNNE STUECKLE and DENNIS J. WHITMORE known or identified to me to be the President and Secretary of the corporation who executed the instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

1636000181

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



STATE OF IDAHO

County of Ada

On this 18th day of November, 1993, before me, the undersigned, a Notary Public in and for said state, personally appeared Christina Sunday, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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



Shirley Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Chase, Id
My Commission Expires: 1/20/94

Shirley Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Chase, Id
My Commission Expires: 1/20/94

PART OF ORIGINAL TOO LIGHT
FOR GOOD REPRODUCTION

98013931

**SPECIAL WARRANTY DEED
AND ASSIGNMENT OF PERMIT
FOR WATER RIGHT**

ADA CO. RECORDER
J. DAVID NAVARRO
BOISE ID

David Navarro
98 FEB 17 PM 4 50

FOR VALUE RECEIVED, Lexington Hills, Inc. and Treasure Valley Village, Ltd. ("Grantors") do hereby convey, release, remise and forever quitclaim, subject to the special warranty given herein in the following paragraph, unto United Water Idaho, an Idaho corporation whose address is 8248 Victory Road, Boise, Idaho 83707 ("Grantee"), the following described real property (hereinafter, the "Water Right"), to wit: all our interest in that certain water right to the use of ground water, including storage rights, represented by Water Right Permit No. 63-12017 issued on or about January 24, 1994 and amended on or about February 24, 1994, as reflected in the records of the State of Idaho, Idaho Department of Water Resources. Copies of said permit and amended permit are attached hereto and incorporated herein by this reference. In addition, Grantors hereby assign to Grantee any and all permits, licenses, decrees, claims, potential claims, contracts, certificates, shares, or other legal evidence or documentation of any interest in said Water Right, including but not limited to any claim which has been or could be asserted with respect to said Water Right in the Snake River Basin Adjudication, Fifth Judicial District, in the State of Idaho, in and for the County of Twin Falls, Case No. 39576.

Grantors specially represent and warrant that they obtained the above referenced Permit for the Water Right (and amended permit) in good faith, that they have not at any time conveyed any interest in said Water Right to any person other than the Grantee, and that the Water Right is free from all liens, claims and encumbrances. Grantors make no further warranty regarding the validity or quantity of the Water Right conveyed by this deed.

IN WITNESS WHEREOF, the undersigned have caused their names to be hereunto subscribed on the dates shown below.

GRANTORS

Dated: February 13, 1998

Dennis H. Stueckle
Dennis H. Stueckle
President
Lexington Hills, Inc.

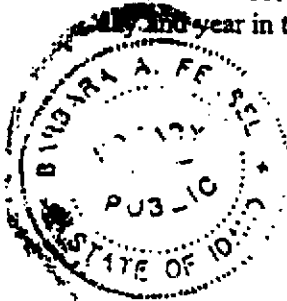
Dated: February 17, 1998

William R. Guhrke
William R. Guhrke
General Partner
Treasure Valley Village, Ltd.

STATE OF IDAHO)
) ss.
County of Ada)

On this 13th day of February, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane H. Stueckle, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument and further known or identified to me to be the President of Lexington Hills, Inc., and said person acknowledged to me that he executed the same on behalf of Lexington Hills, Inc.

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



Barbara A. Fiesel
Notary Public for Idaho
Residing at Boise ID
My commission expires: 6-6-2003

STATE OF IDAHO)
) ss.
County of Ada)

On this 17th day of February, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared William R. Guhrke, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument and further known or identified to me to be the General Partner of Treasure Valley Village, Ltd., and said person acknowledged to me that he executed the same on behalf of Lexington Hills, Inc.

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



Barbara A. Fiesel
Notary Public for Idaho
Residing at Boise
My commission expires: 6-6-2003

2-2-94

State of Idaho
Department of Water Resources

AMENDED

Permit To Appropriate Water

AMENDED

NO. 63-12017

Proposed Priority: April 21, 1993 Maximum Diversion Rate: 1.56 CFS

This is to certify, that LEXINGTON HILLS INC
TREASURE VALLEY VILLAGE LTD PARTNERSHIP
1815 E STONEYBROOK CT
EAGLE ID 83616

has applied for a permit to appropriate water from: GROUNDWATER

and a permit is APPROVED for development of water as follows:

BENEFICIAL USE	PERIOD OF USE	RATE OF DIVERSION	ANNUAL VOLUME
WILDLIFE	01/01 to 12/31	1.56 CFS	
WILDLIFE STORAGE	01/01 to 12/31		15.0 AF
RECREATION	01/01 to 12/31	1.56 CFS	
RECREATION STORAGE	01/01 to 12/31		15.0 AF
AESTHETIC	01/01 to 12/31	1.56 CFS	
AESTHETIC STORAGE	01/01 to 12/31		15.0 AF
DIVERSION TO STORAGE	01/01 to 12/31	1.56 CFS	
Totals		1.56 CFS	

LOCATION OF POINT(S) OF DIVERSION:

NWSW , Sec. 3, Township 04N, Range 01E
SWSW , Sec. 3, Township 04N, Range 01E
SWSW , Sec. 4, Township 04N, Range 01E
NENE , Sec. 4, Township 04N, Range 01E
ADA County

PLACE OF USE: WILDLIFE

TWN RGN SEC

04N 01E 3

SWNE
SWSW
SESE

NESW
SESW

NWSW
NWSW

PLACE OF USE: RECREATION, same as WILDLIFE use

PLACE OF USE: AESTHETIC, same as WILDLIFE use

CONDITIONS/REMARKS:

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before January 1, 1993.
2. Subject to all prior water rights.
3. Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which permit holder had no control.
4. A flow measurement port or other device as specified by the Department shall be installed by the right holder to provide for the installation of measuring equipment and the determination of the rate of diversion by the Department.

FEB 24 1994

AMENDED Permit To Appropriate Water AMENDED

NO. 63-12017

CONDITIONS/TERMS:

5. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
6. A well drilled pursuant to this permit must be located at least 500 feet from any existing well. Well spacing closer than 500 feet must be approved by the Department of Water Resources.
7. Construction of the well must comply with Idaho well construction standards.
8. The issuance of this right in no way grants any right-of-way or easement across the land of another.
9. Use of water under this right may be affected by an agreement between the protestant and the right holder.
10. Place of use is located within Lexington Hills and Trail Creek Subdivisions.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code.
Witness the signature of the Director, affixed at Boise, this

2nd day of February, 1994.

J. Kim Saylor

Acting Mr. Keith Higgins, Director

RECORDED

FEB 24 1994

1-24-94

State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 63-12017

Proposed Priority: April 21, 1993

Maximum Diversion Rate:

1.56 CFS

This is to certify, that **LEXINGTON HILLS INC**
TREASURE VALLEY VILLAGE LTD PARTNERSHIP
1815 E STONEYBROOK CT
EAGLE ID 83616

has applied for a permit to appropriate water from: **GROUNDWATER**

and a permit is **APPROVED** for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
WILDLIFE	01/01 to 12/31	1.56 CFS	
WILDLIFE STORAGE	01/01 to 12/31		15.0 AF
RECREATION	01/01 to 12/31	1.56 CFS	
RECREATION STORAGE	01/01 to 12/31		15.0 AF
AESTHETIC	01/01 to 12/31	1.56 CFS	
AESTHETIC STORAGE	01/01 to 12/31		15.0 AF
DIVERSION TO STORAGE	01/01 to 12/31	1.56 CFS	
Totals		1.56 CFS	

LOCATION OF POINT(S) OF DIVERSION:

NWSE , Sec. 3, Township 04N, Range 01E
SWSE , Sec. 3, Township 04N, Range 01E
SWSE , Sec. 4, Township 04N, Range 01E
NWSE , Sec. 4, Township 04N, Range 01E
ADA County

PLACE OF USE: WILDLIFE

TWN RGE SEC

04N 01E 3

SWSE

SWSE

SESE

NWSE

SESE

NWSE

NWSE

PLACE OF USE: RECREATION, same as WILDLIFE use

PLACE OF USE: AESTHETIC, same as WILDLIFE use

CONDICTIONS/REMARKS:

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before January 1, 1999.
2. Subject to all prior water rights.
3. Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which permit holder had no control.
4. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.

FEB 24 1994

State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 63-12017

CONDITIONS/REMARKS:

5. A well drilled pursuant to this permit must be located at least 500 feet from any existing well. Well spacing closer than 500 feet must be approved by the Department of Water Resources.
6. Construction of the well must comply with Idaho well construction standards.
7. The issuance of this right in no way grants any right-of-way or easement across the land of another.
8. Use of water under this right may be affected by an agreement between the protestant and the right holder.
9. Place of use is located within Lexington Hills and Trail Creek Subdivisions.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code.
Witness the signature of the Director, affixed at Boise, this

24th day of January, 1994.

[Signature]
for R. Keith Higginson, Director

RECORDED

FEB 24 1994

THIS FORM FURNISHED COURTESY OF:

ADA CO. RECORDER
J. DAVID NAVARRO
BOISE ID

ALLIANCE TITLE & ESCROW CORP.

ALLIANCE TITLE

'97 JUN 27 PM 4 58

FEE 30 DEP 1000.00
RECORDED AT THE REQUEST OF

READ & APPROVED BY GRANTEE(S): _____

SPACE ABOVE THIS LINE FOR RECORDING DATA

{0210}

Order No.: 97067615 EBN/CS

QUITCLAIM DEED

FOR VALUE RECEIVED HELEN BIFFER, wife of grantee herein

GRANTOR(S)

do(es) hereby CONVEY, RELEASE, REMISE and FOREVER QUIT CLAIM unto ELLIOT BIFFER,
also shown of record as ELLIOTT BIFFER, a married man as his sole and
separate property

GRANTEE(S)

whose current mailing address is: 1804 N. PARKFOREST WAY, EAGLE, IDAHO 83616
the following described property located in ADA County, State of Idaho,
more particularly described as follows, to wit:Lot 38 in Block 5 of LEXINGTON HILLS SUBDIVISION NO. 2,
according to the Official Plat thereof, filed in Book 62 of
Plats at Page(s) 6152-6154, records of Ada County, Idaho.IT IS THE INTENT OF THE GRANTOR HEREIN TO CONVEY, REMISE,
RELEASE AND FOREVER QUITCLAIM UNTO GRANTEE HEREIN, ALL RIGHT,
TITLE AND INTEREST WHICH GRANTOR NOW HAS OR MAY HEREAFTER
ACQUIRE IN THE REAL PROPERTY HEREIN DESCRIBED, COMMUNITY OR
OTHERWISE, AND TO VEST TITLE IN THE GRANTEE AS GRANTEE'S SOLE
AND SEPARATE PROPERTY.

together with their appurtenances.

Dated: June 05, 1997

Helen Biffer
HELEN BIFFERHelen BifferSTATE OF New York
COUNTY OF WestchesterOn this 6th day of June, in the year of 1997, before me, the undersigned, a Notary
Public in and for said State, personally appeared HELEN BIFFERknown or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and
acknowledged to me that he/she/they executed the same.Lorenz P. Zopes
LORENZ P. ZOPES
Notary Public, State of New York
No. 4947870
Qualified in Westchester County
Commission Expires 3/06/99Signature: Lorenz P. ZopesName: Lorenz P. ZopesResiding at: 3035 Hill Rd, Jeffers Valley, NY 10834My Commission Expires: 3/06/99

THIS FORM FURNISHED COURTESY OF:

**ALLIANCE TITLE &
ESCROW CORP.**

READ & APPROVED BY GRANTEE(S): _____

{0210}

97051503
97051503
ADA CO. RECORDER
J. DAVID NAVARRO
BOISE ID
ALLIANCE TITLE

'97 JUN 27 PM 4:38

FEE 6.00 DEP 4.00
SPACE ABOVE THIS LINE FOR RECORDING DATA
RECORDED BY THE REQUESTOR
Order No.: 97067615 EBN/CS

WARRANTY DEED

FOR VALUE RECEIVED ELLIOT BIFFER, also shown of record as ELLIOTT BIFFER, a married man as his sole and separate property

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto JOYCE R. ROBERTSON, an unmarried woman

GRANTEE(S), whose current address is: 1804 N. PARKFOREST WAY, EAGLE, IDAHO 83616
the following described real property in ADA County, State of Idaho, more particularly
described as follows, to wit:

Lot 38 in Block 5 of LEXINGTON HILLS SUBDIVISION NO. 2,
according to the Official Plat thereof, filed in Book 62 of
Plats at Page(s) 6152-6154, records of Ada County, Idaho.

See Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: June 05, 1997

ELLIOT BIFFER

STATE OF NEW YORK)
COUNTY OF Washington)

On this 6th day of June, in the year of 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared ELLIOT BIFFER

known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

LORENZ P. ZOPES
Notary Public, State of New York
No. 4947970
Qualified in Westchester County
Commission Expires 3/06/99

Signature: _____

Name: _____

Residing at: _____

My Commission Expires: _____

3/06/99

EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration; (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.



THIS FORM FURNISHED COURTESY OF:

ALLIANCE TITLE & ESCROW CORP.

ADA CO. RECORDER

J. DAVID NAVARRO

BOISE ID

ALLIANCE TITLE

'97 JUN 27 PM 4 58

FEE 300 DLP Suballan
RECORDED AT THE REQUEST OF

READ & APPROVED BY GRANTEE(S): _____

SPACE ABOVE THIS LINE FOR RECORDING DATA
Order No.: 97067615 EBN/CS

{0210}

QUITCLAIM DEED

FOR VALUE RECEIVED LINDA RAMMLER

GRANTOR(S)
do(es) hereby CONVEY, RELEASE, REMISE and FOREVER QUIT CLAIM unto ELLIOT BIFFER,
also shown of record as ELLIOTT BIFFERGRANTEE(S)
whose current mailing address is: 1804 N. PARKFOREST WAY, EAGLE, IDAHO 83616
the following described property located in ADA County, State of Idaho,
more particularly described as follows, to wit:

Lot 38 in Block 5 of LEXINGTON HILLS SUBDIVISION NO. 2,
according to the Official Plat thereof, filed in Book 62 of
Plats at Page(s) 6152-6154, records of Ada County, Idaho.

IT IS THE INTENT OF THE GRANTOR HEREIN TO CONVEY, REMISE,
RELEASE AND FOREVER QUITCLAIM UNTO GRANTEE HEREIN, ALL RIGHT,
TITLE AND INTEREST WHICH GRANTOR NOW HAS OR MAY HEREAFTER
ACQUIRE IN THE REAL PROPERTY HEREIN DESCRIBED, COMMUNITY OR
OTHERWISE, AND TO VEST TITLE IN THE GRANTEE AS GRANTEE'S SOLE
AND SEPARATE PROPERTY.

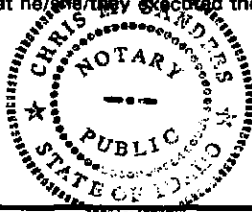
together with their appurtenances.
Dated: June 05, 1997

Linda Rammler
LINDA RAMMLER

STATE OF IDAHO)
COUNTY OF ADA)

On this 5th day of June, in the year of 1997, before me, the undersigned, a Notary
Public in and for said State, personally appeared LINDA RAMMLER

known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and
acknowledged to me that he/she/they executed the same.

Signature: Chris M. SandersName: CHRIS M. SANDERS

(type or print)

Residing at: BOISE, IDMy Commission Expires: 09/14/02

wild

1824001248

QUITCLAIM DEED

For Value Received

Elliot Biffer

do hereby convey, release, remise and forever quit claim unto

Linda Rammler

whose current address is

1804 N. Parkforest Way
Eagle, Idaho 83616

the following described premises, to-wit:

Lot 38, Block 5, Lexington Hills Subdivision # 2

This instrument filed as an accommodation only. It has not been
recorded as to its execution, insurability or effect on title.

95000285

NOTARY PUBLIC
IDAHO
BOISE ID

AMERICAN LAND TITLE CO.

95 JAN 11 1995

RECORDED BY *BB* INDEXED BY *BB*

together with their appurtenances.

Dated:

[Signature]
Elliot Biffer

Elliot Biffer

New York

STATE OF ~~IDAHO~~, COUNTY OF ~~Washington~~

On this 30th day of December, 1994,
before me, a notary public in and for said State, personally
appeared

ELLIOT BIFFER

known to me to be the person who name
subscribed to the within instrument, and acknowledged to
me that he executed the same.

[Signature]
Notary Public
Residing at 2638 Hill 2004 Idaho
Comm. Expires 3/06/95

[Signature]
LORENZ P. ZONES
Notary Public, State of New York
No. 2067070
Qualified in Washington County
Commission Expires 3/06/95

NOTARY PUBLIC AMERICAN LAND TITLE CO. BOISE, IDAHO

Warranty Deed

For Value Received Mayer Construction, Inc., an Idaho Corporation

a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto Elliott Riffer, a married man dealing with his sole and separate ~~XXXXXX~~ property

whose current address is 1204 N. Parkforest Way, Eagle, Idaho 83616

grantee, the following described real estate, to-wit:

LOT 38 IN BLOCK 5 OF LEXINGTON HILLS SUBDIVISION NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 62 OF PLATS AT PAGES 6152 THROUGH 6154, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.

***re-recording to add verbiage

SUBJECT TO: That certain Deed of Trust in the original amount of \$181,600.00 dated November 10, 1993, and recorded November 12, 1993 as Instrument No. 9395230, with Mayer Construction, Inc., as Grantor, Pioneer Title Company of Ada County, as Trustee, and Washington Federal Savings & Loan Association as Beneficiary, which Grantee agrees to assume and pay.

"To be legally binding and effective, this instrument must be executed and acknowledged by the Grantees hereunder. Any subsequent or other purported conveyance of the premises (excepting mortgages, deeds of trust or other security instruments) in order to be a valid conveyance must be executed and acknowledged by the grantee described thereunder accepting the foregoing numbered TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, conditions."

his heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that they the owner in fee simple of said premises that they are free from all

incumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President this 22nd day of November, 1994

By Mayer Construction, Inc.

Russell Mayer

PRESIDENT

STATE OF IDAHO
COUNTY OF ADA

On this 22nd day of November, 1994, before me, a Notary Public in and for said State, personally appeared Russell Mayer known to me to be the President

of the corporation that executed the within instrument, the person who executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and official seal on the day and year in the foregoing written instrument.

Notary Public

94103209

BOISE
AMERICAN LAND TITLE CO.

94 NOV 28 11 05 50

300

NOTARY

1810000679
2

QUITCLAIM DEED

For Value Received

Helen Biffer, Wife of Elliott Biffer

do hereby convey, release, remise and forever quit claim unto

Elliott Biffer, Husband of Helen Biffer
whose current address is 1804 N. Parkforest Way Eagle, Idaho 83616

the following described premises, to-wit:

XXXXXXXXXXXXXXXXXXXX

Lot 38 in Block 5 of LEXINGTON HILLS SUBDIVISION NO. 2,
according to the official plat thereof, filed in Book
62 of Plats at Pages 6152 thorough 6154, official records
of Ada County, Idaho.

together with their appurtenances.

Dated November 18, 1994

Helen Biffer

STATE OF IDAHO COUNTY OF Ada
On this 18th day of November 19 94
before me, a notary public in and for said State, personally
appeared

known to me to be the person who so name in
subscribed to the within instrument, and acknowledged to
me that she executed the same.

34160210

ORDER
30151
AMERICAN LAND TITLE CO.

300 - [Signature]

Notary Public for the State of Idaho

Case 39756

Warranty Deed

For Value Received Mayer Construction, Inc., an Idaho Corporation

a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto Elliott Biffer, a married man dealing with his sole and separate ~~XXXXXX~~ property

whose current address is 1804 N. Parkforest Way, Eagle, Idaho 83616

grantee, the following described real estate, to-wit:

LOT 38 IN BLOCK 5 OF LEXINGTON HILLS SUBDIVISION NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 62 OF PLATS AT PAGES 6152 THROUGH 6154, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.

SUBJECT TO: That certain Deed of Trust in the original amount of \$181,600.00 dated November 10, 1993, and recorded November 12, 1993 as Instrument No. 9395230, with Mayer Construction, Inc., as Grantor, Pioneer Title Company of Ada County, as Trustee, and Washington Federal Savings & Loan Association as Beneficiary, which Grantee agrees to assume and pay.

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 and with the said Grantee, that they the owner in fee simple of said premises; that they are free from all

incumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President this 22nd day of November, 1994.

Elliott Biffer
Elliott Biffer

Russell Mayer

President

STATE OF IDAHO
COUNTY OF ADA

On this 22nd day of November, 1994, before me, a Notary Public in and for the State of Idaho, personally appeared Russell Mayer known to me to be the President

of the corporation that executed the within instrument as the person who executed the within instrument on behalf of and in corporation, and all people had knowledge that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office this 22nd day of November, 1994.

94103209

RECORDED
INDEXED
BOISE ID
AMERICAN LAND TITLE CO.

NOV 23 PM 3:50

310
D. B. Biffer

93 18717

WARRANTY DEED

16090001551

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell, and convey unto MAYER CONSTRUCTION, INC., an Idaho Corporation Grantee(s), whose address is P.O. Box 4368 Boise, ID 83711

the following described real property, located in Ada County, Idaho, to wit:

Lot 38 in Block 5 of Lexington Hills Subdivision No. 2, according to the official plat thereof filed in Book 62 at pages 6152 through 6154 records of Ada County, Idaho.

hereinafter referred to as the "Premises."

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration; (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants, conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company, and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declaration create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantee's current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes.

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

1330047

WARRANTY DEED, 1994

BOOK 62 PAGE 6152

93 18717
MAYER CONSTRUCTION, INC.
P.O. Box 4368
Boise, ID 83711

1609001552

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

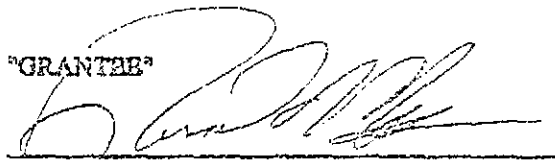
LEXINGTON HILLS, INC.

By 
Duane Stueckle

ATTEST:


Secretary Dennis J. Whitmore

"GRANTEE"

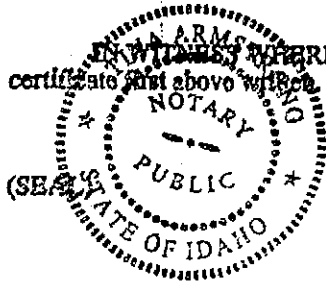

Mayer Construction, Inc.

STATE OF IDAHO)

County of Ada)

On this 27th day of September, 19 93
before me, the undersigned, a Notary Public in and for said State, personally appeared ~~XXXXXXXXXXXX~~
~~XXXXXXXXXXXX~~ Duane Stueckle and Dennis J. Whitmore
known or identified to me to be the President and Secretary of the corporation who executed the
instrument, or the persons who executed the instrument on behalf of said corporation, and
acknowledged to me that such corporation executed the same.

1609001553



certificate just above which, I have hereto set my hand and seal the day and year in this

Tina Armstrong
NOTARY PUBLIC FOR IDAHO
Residing at: Boise, ID
My Commission Expires: 03/02/99

STATE OF IDAHO)

ACKNOWLEDGEMENT — Corporate

STATE OF IDAHO County of ADA

On this 28th day of September 1998, before me, the undersigned, a Notary Public in and for the State of Idaho, known or identified to me to be the PRESIDENT of the corporation that executed the instrument at the person RUSSELL ARMSTRONG who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Signature: Tina Armstrong
Name: TINA ARMSTRONG (Type in print)

Residing at: Boise, ID
My commission expires: 03/02/99

19 before me,
ally appeared
subscribed to the within instrument

and affixed my official seal the

LIC FOR IDAHO

Expires:



PIONEER TITLE COMPANY
OF ADA COUNTY

821 West State Street / Boise, Idaho 83702
(208) 336-6700

8151 W. Rifleman Street / Boise, Idaho 83704
(208) 377-2700

SPACE ABOVE FOR RECORDING DATA

01A 3261

ACCOMMODATION

QUITCLAIM DEED

FOR VALUE RECEIVED

ROBERT W. MOFFAT, A MARRIED MAN, AS HIS SEPARATE PROPERTY

do hereby convey, release, remise and forever quitclaim

unto RICHARD W. BENNETT AND MARSHA L. BENNETT, HUSBAND AND WIFE

whose address is: 185 E. MALLARD DRIVE, #233, BOISE, IDAHO 83706

the following described premises, to wit:

LOT 41 IN BLOCK 22 OF LEXINGTON HILLS SUBDIVISION NO. 7, ACCORDING TO THE
OFFICIAL PLAT THEREOF, FILED IN BOOK 75 OF PLATS AT PAGES 7716-7718,
RECORDS OF ADA COUNTY, IDAHO.

PIONEER TITLE
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1998 DE 16 PM 2:30

RECORDED-REQUEST OF
FEE 3- DEPUTY *[Signature]*
98120722

together with their appurtenances.

Dated: DECEMBER 14, 1998

Robert W. Moffat
ROBERT W. MOFFAT

STATE OF IDAHO, County of ADA, ss.

On this 15th day of DECEMBER, 1998, before me

personally appeared, ROBERT W. MOFFAT, a notary public,

known or identified to me to be the person(s) who subscribed to the within
instrument, and acknowledged to me that he executed the same.

Residing at Meridian, ID
Commission Expires 01/23/2002

Notary Public: *[Signature]*
Residing at: Meridian, ID
My Commission Expires: 1/23/2002

WARRANTY DEED W98-1164 2

THIS INSTRUMENT FILED FOR RECORD
BY TRANSMATION TITLE & ESCROW,
INC. AS AN ACCOMMODATION ONLY. IT
HAS NOT BEEN EXAMINED AS TO ITS
EXECUTION OR AS TO ITS AFFECT
UPON THE TITLE.

FOR VALUE RECEIVED RONALD E. POST

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto

ROBERT W. MOFFAT, A MARRIED MAN

GRANTEE(S), whose current address is: 751 North Meadowland Drive, Boise, Idaho,
the following described real property in Ada County, State of Idaho, more particularly
described as follows, to wit:

LOT 41 IN BLOCK 22 OF LEXINGTON HILLS
SUBDIVISION NO. 7, ACCORDING TO THE OFFICE
PLAT THEREOF, FILED IN BOOK 75 OF PLATS AT
PAGES 7716 THRU 7718, RECORDS OF ADA
COUNTY, IDAHO.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said
Grantee(s), and Grantee(s) heirs and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration; (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants, conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowner's association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance

is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that the Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated:

[Signature]
(Grantor)

[Signature]
(Grantee)

(Grantee)

STATE OF: Idaho
COUNTY OF: Ada

On this 1st day of July, in the year of 98, before me, the undersigned, a Notary Public in and for said State, personally appeared

Ronald E. Post

known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Signature: Montse Burkhardt

Name: Montse Burkhardt

Residing at: Meridian, Id

My Commission Expires: 10/27/02

TRANSACTION TITLE & FSCROW

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1998 JUL -7 AM 11:59

11:59

RECORDED - REQUEST OF

FEE 2.00 DEPOSIT 1.00

98065079

ACKNOWLEDGEMENT — Individual

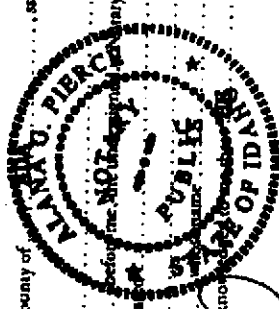
STATE OF IDAHO County of ADAMS ss.

On this 2ND day of JULY
in the year of 1998
Public in and for said State, personally appeared
ROBERT W. MOFFAT
known or identified to me to be the person
subscribed to the within instrument, and acknowledged to me that he executed the same.

Signature: [Signature]
Name: ALANA G. PIERCE
(Type or print)

Residing at: Residing in Meridian, ID
My commission expires: Comm. Expires 08-18-2003

97-0097A



PART OF ORIGINAL TOO LIGHT
FOR GOOD REPRODUCTION

98013931

**SPECIAL WARRANTY DEED
AND ASSIGNMENT OF PERMIT
FOR WATER RIGHT**

ADA CO. RECORDER
J. DAVID NAVARRO
BOISE ID

James H. Stueckle
98 FEB 17 PM 4 50
RECORDS REQUEST OF

FOR VALUE RECEIVED, Lexington Hills, Inc. and Treasure Valley Village, Ltd. ("Grantors") do hereby convey, release, remise and forever quitclaim, subject to the special warranty given herein in the following paragraph, unto United Water Idaho, whose address is 8248 Victory Road, Boise, Idaho 83707 ("Grantee"), the following described real property (hereinafter, the "Water Right"), to wit: all our interest in that certain water right to the use of ground water, including storage rights, represented by Water Right Permit No. 63-12017 issued on or about January 24, 1994 and amended on or about February 24, 1994, as reflected in the records of the State of Idaho, Idaho Department of Water Resources. Copies of said permit and amended permit are attached hereto and incorporated herein by this reference. In addition, Grantors hereby assign to Grantee any and all permits, licenses, decrees, claims, potential claims, contracts, certificates, shares, or other legal evidence or documentation of any interest in said Water Right, including but not limited to any claim which has been or could be asserted with respect to said Water Right in the Snake River Basin Adjudication, Fifth Judicial District, in the State of Idaho, in and for the County of Twin Falls, Case No. 39576.

Grantors specially represent and warrant that they obtained the above referenced Permit for the Water Right (and amended permit) in good faith, that they have not at any time conveyed any interest in said Water Right to any person other than the Grantee, and that the Water Right is free from all liens, claims and encumbrances. Grantors make no further warranty regarding the validity or quantity of the Water Right conveyed by this deed.

IN WITNESS WHEREOF, the undersigned have caused their names to be hereunto subscribed on the dates shown below.

GRANTORS

Dated: February 13, 1998

James H. Stueckle
James H. Stueckle
President
Lexington Hills, Inc.

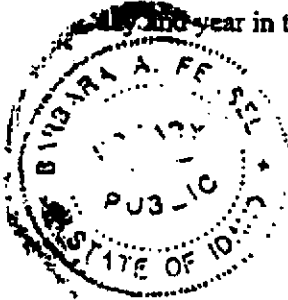
Dated: February 17, 1998

William R. Guhrke
William R. Guhrke
General Partner
Treasure Valley Village, Ltd.

STATE OF IDAHO)
) ss.
County of Ada)

On this 13th day of February, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane H. Soueckle, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument and further known or identified to me to be the President of Lexington Hills, Inc., and said person acknowledged to me that he executed the same on behalf of Lexington Hills, Inc.

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

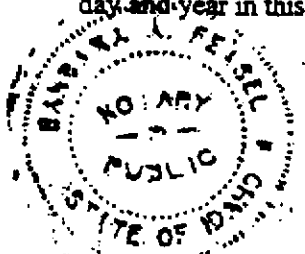


Barbara A. Fiesel
Notary Public for Idaho
Residing at Boise ID
My commission expires: 6-6-2003

STATE OF IDAHO)
) ss.
County of Ada)

On this 17th day of February, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared William R. Guhrke, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument and further known or identified to me to be the General Partner of Treasure Valley Village, Ltd., and said person acknowledged to me that he executed the same on behalf of Lexington Hills, Inc.

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



Barbara A. Fiesel
Notary Public for Idaho
Residing at Boise
My commission expires: 6-6-2003

G:\DATA\Clients\30177\Doca11988

2-2-94

State of Idaho
Department of Water Resources

AMENDED

Permit To Appropriate Water

AMENDED

NO. 63-12017

Proposed Priority: April 21, 1993

Maximum Diversion Rate:

1.56 CFS

This is to certify, that LEXINGTON HILLS INC

TREASURE VALLEY VILLAGE LTD PARTNERSHIP

1815 E STONEYBROOK CT

EAGLE ID 83616

has applied for a permit to appropriate water from: GROUNDWATER

and a permit is APPROVED for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
WILDLIFE	01/01 to 12/31	1.56 CFS	
WILDLIFE STORAGE	01/01 to 12/31		15.0 AF
RECREATION	01/01 to 12/31	1.56 CFS	
RECREATION STORAGE	01/01 to 12/31		15.0 AF
AESTHETIC	01/01 to 12/31	1.56 CFS	
AESTHETIC STORAGE	01/01 to 12/31		15.0 AF
DIVERSION TO STORAGE	01/01 to 12/31	1.56 CFS	
Totals		1.56 CFS	

LOCATION OF POINT(S) OF DIVERSION:

NWSW, Sec. 3, Township 04N, Range 01E
 SWSW, Sec. 3, Township 04N, Range 01E
 SWSW, Sec. 4, Township 04N, Range 01E
 NENE, Sec. 4, Township 04N, Range 01E
 ADA County

PLACE OF USE: WILDLIFETOWN BOB SEC

04N 01E 3

SWNE

NENW

NWSW

SWSW

SESW

NWESE

SESE

PLACE OF USE: RECREATION, same as WILDLIFE usePLACE OF USE: AESTHETIC, same as WILDLIFE useCONDITIONS/REMARKS:

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before January 1, 1993.
2. Subject to all prior water rights.
3. Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which permit holder had no control.
4. A flow measurement port or other device as specified by the Department shall be installed by the right holder to provide for the installation of measuring equipment and the determination of the rate of diversion by the Department.

FEB 24 1994

- State of Idaho
Department of Water Resources

AMENDED

Permit To Appropriate Water

AMENDED

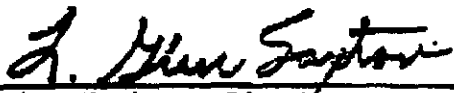
NO. 63-12017

CONDITIONS/REMARKS:

5. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
6. A well drilled pursuant to this permit must be located at least 500 feet from any existing well. Well spacing closer than 500 feet must be approved by the Department of Water Resources.
7. Construction of the well must comply with Idaho well construction standards.
8. The issuance of this right in no way grants any right-of-way or easement across the land of another.
9. Use of water under this right may be affected by an agreement between the protestant and the right holder.
10. Place of use is located within Lexington Hills and Trail Creek Subdivisions.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code.
Witness the signature of the Director, affixed at Boise, this

2nd day of February, 1994.


Acting for R. Keith Higginson, Director

RECORDED

FEB 24 1994

1-24-94

State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 63-12017

Proposed Priority: April 21, 1993

Maximum Diversion Rate:

1.56 CFS

This is to certify, that **LEXINGTON HILLS INC**
TREASURE VALLEY VILLAGE LTD PARTNERSHIP
1815 E STONEYBROOK CT
EAGLE ID 83616

has applied for a permit to appropriate water from: **GROUNDWATER**

and a permit is APPROVED for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
WILDLIFE	01/01 to 12/31	1.56 CFS	
WILDLIFE STORAGE	01/01 to 12/31		15.0 AF
RECREATION	01/01 to 12/31	1.56 CFS	
RECREATION STORAGE	01/01 to 12/31		15.0 AF
AESTHETIC	01/01 to 12/31	1.56 CFS	
AESTHETIC STORAGE	01/01 to 12/31		15.0 AF
DIVERSION TO STORAGE	01/01 to 12/31	1.56 CFS	
	Totals	1.56 CFS	

LOCATION OF POINT(S) OF DIVERSION:

NW1/4, Sec. 3, Township 04N, Range 01E
SW1/4, Sec. 3, Township 04N, Range 01E
SW1/4, Sec. 4, Township 04N, Range 01E
NE1/4, Sec. 4, Township 04N, Range 01E
ADA County

PLACE OF USE: WILDLIFE

TOWNSHIP SEC

04N 01E 3

SW1/4

NW1/4

NW1/4

SW1/4

SE1/4

NW1/4

SE1/4

PLACE OF USE: RECREATION, same as WILDLIFE use

PLACE OF USE: AESTHETIC, same as WILDLIFE use

CONDITIONS/REMARKS:

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before January 1, 1999.
2. Subject to all prior water rights.
3. Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which permit holder had no control.
4. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.

FEB 24 1994

State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 63-12017

CONDITIONS/REMARKS:

5. A well drilled pursuant to this permit must be located at least 500 feet from any existing well. Well spacing closer than 500 feet must be approved by the Department of Water Resources.
6. Construction of the well must comply with Idaho well construction standards.
7. The issuance of this right in no way grants any right-of-way or easement across the land of another.
8. Use of water under this right may be affected by an agreement between the protestant and the right holder.
9. Place of use is located within Lexington Hills and Trail Creek Subdivisions.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code.
Witness the signature of the Director, affixed at Boise, this

24th day of January, 1994.

R. Keith Higginson
for R. Keith Higginson, Director

RECORDED

FEB 24 1994

WARRANTY DEED

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto **RONALD E. POST**, a married man dealing in his sole and separate property, Grantee(s), whose address is: 4837 Lake Front Place, Boise, ID 83703, the following described real property, located in Ada County, Idaho, to-wit:

**LOT 41 IN BLOCK 22 OF LEXINGTON HILLS SUBDIVISION
NO. 7, ACCORDING TO THE OFFICE PLAT THEREOF, FILED
IN BOOK 75 OF PLATS AT PAGES 7716 THRU 7718, RECORDS
OF ADA COUNTY, IDAHO.**

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

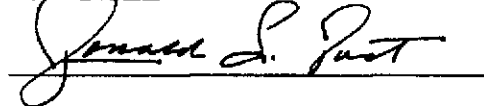
LEXINGTON HILLS, INC.

BY: 
President

Attest:



"GRANTEE"



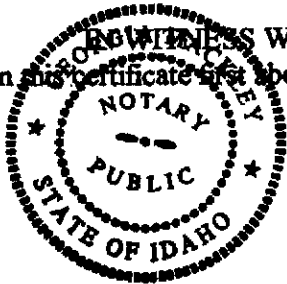
STATE OF IDAHO)

:SS.

County of Ada)

On this 21st day of October, 1997, before me, the undersigned, A Notary Public in and for said State, personally appeared DUANE H. STUECKLE, known or identified to me to be the President of the corporation who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Meridian, Id
My Commission Expires: 6/22/2000

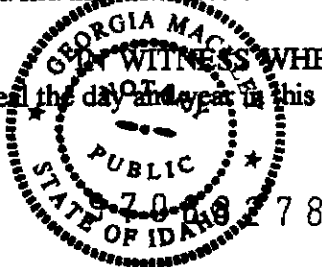
STATE OF IDAHO)

:SS.

County of Ada)

On this 21st day of October, 1997, before me, the undersigned, a Notary Public in and for said state, personally appeared Ronald E. Pest, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they 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.



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Meridian, Id
My Commission Expires: 6/22/2000

ADA CG. RECORDER
J. DAVID NAVARRO
BOISE ID

97088278

'97 OCT 24 AM 10 40

FEE 90 DEP 500
RECORDED AT THE REQUEST OF

97088278

Lexington Hills

Corporation Warranty Deed

For Value Received

J BAR K & ASSOCIATES, INC.

a corporation duly organized existing under the laws of the State of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto

DALE R. CONDER AND DE RINDA E. CONDER, HUSBAND AND WIFE

whose current address is

2354 N. STONECREST PLACE , EAGLE, ID 83616

the following described real estate, to-wit:

LOT 32 IN BLOCK 12 OF LEXINGTON HILLS SUBDIVISION NO. 8, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 75 OF PLATS AT PAGES 7721, 7722 AND 7723, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.

SEE ATTACHED EXHIBIT A

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1998 JUN 30 PM 4:42

RECORDED-REQUEST OF
AMERICAN LAND TITLE CO.
FEE *6.00* DEPUTY *J. Navarro*

98063196

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee ^S,
THEIR heirs and assigns forever. And the Grantor do hereby covenant to and with the said Grantee ^S, that he the owner in fee simple of said premises; that they are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee ^S; and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, includes irrigation and utility assessments, (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

In constraining this Deed and where the context so requires, the singular includes the plural, and the masculine, feminine and neuter.

Dated: 30th day of June , 1998

By: J BAR K & ASSOCIATES, INC.

STATE OF IDAHO, COUNTY OF ADA
On this 30th day of June , 19 98,
before me, a notary public in and for said State, personally appeared

James H. Band

and

known or identified to me to be the President and Secretary of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Ran Marie Holmes

Notary Public

Residing at
Comm. Expires

8/14/02

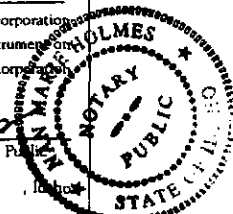


EXHIBIT A

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes.

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and

READ AND APPROVED
Deborah Glendon
De R. Cook

PART OF ORIGINAL TOO LIGHT
FOR GOOD REPRODUCTION

98013931

**SPECIAL WARRANTY DEED
AND ASSIGNMENT OF PERMIT
FOR WATER RIGHT**

ADA CO. RECORDER
J. DAVID NAVARRO
BOISE ID

1998 FEB 17 PM 4 50
Quinn Purcell del

FOR VALUE RECEIVED, Lexington Hills, Inc. and Treasure Valley Village, Ltd. ("Grantors") do hereby convey, release, renounce and forever quitclaim, subject to the special warranty given herein in the following paragraph, unto United Water Idaho, an Idaho corporation whose address is 8248 Victory Road, Boise, Idaho 83707 ("Grantee"), the following described real property (hereinafter, the "Water Right"), to wit: all our interest in that certain water right to the use of ground water, including storage rights, represented by Water Right Permit No. 63-12017 issued on or about January 24, 1994 and amended on or about February 24, 1994, as reflected in the records of the State of Idaho, Idaho Department of Water Resources. Copies of said permit and amended permit are attached hereto and incorporated herein by this reference. In addition, Grantors hereby assign to Grantee any and all permits, licenses, decrees, claims, potential claims, contracts, certificates, shares, or other legal evidence or documentation of any interest in said Water Right, including but not limited to any claim which has been or could be asserted with respect to said Water Right in the Snake River Basin Adjudication, Fifth Judicial District, in the State of Idaho, in and for the County of Twin Falls, Case No. 39576.

Grantors specially represent and warrant that they obtained the above referenced Permit for the Water Right (and amended permit) in good faith, that they have not at any time conveyed any interest in said Water Right to any person other than the Grantee, and that the Water Right is free from all liens, claims and encumbrances. Grantors make no further warranty regarding the validity or quantity of the Water Right conveyed by this deed.

IN WITNESS WHEREOF, the undersigned have caused their names to be hereunto subscribed on the dates shown below.

GRANTORS

Dated: February 13, 1998

Dennis H. Stueckle
Dennis H. Stueckle
President
Lexington Hills, Inc.

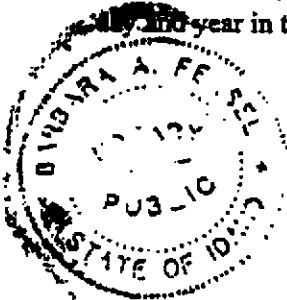
Dated: February 17, 1998

William R. Guhrke
William R. Guhrke
General Partner
Treasure Valley Village, Ltd.

STATE OF IDAHO)
) ss.
County of Ada)

On this 13th day of February, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane H. Stueckle, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument and further known or identified to me to be the President of Lexington Hills, Inc., and said person acknowledged to me that he executed the same on behalf of Lexington Hills, Inc.

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

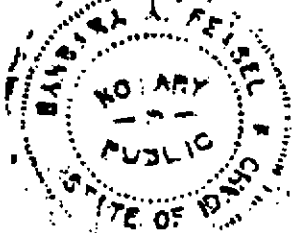


Barbara A. Fiesel
Notary Public for Idaho
Residing at Boise ID
My commission expires: 6-6-2003

STATE OF IDAHO)
) ss.
County of Ada)

On this 17th day of February, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared William R. Gubcke, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument and further known or identified to me to be the General Partner of Treasure Valley Village, Ltd., and said person acknowledged to me that he executed the same on behalf of Lexington Hills, Inc.

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



Barbara A. Fiesel
Notary Public for Idaho
Residing at Boise
My commission expires: 6-6-2003

G:\DATA\Clients\30177\Docs\1998

2-2-94

State of Idaho
Department of Water Resources

AMENDED**Permit To Appropriate Water**AMENDED

NO. 63-12017

Proposed Priority: April 21, 1993

Maximum Diversion Rate:

1.56 CFS

This is to certify, that **LEXINGTON HILLS INC****TREASURE VALLEY VILLAGE LTD PARTNERSHIP****1815 E STONEYBROOK CT****EAGLE ID 83616**has applied for a permit to appropriate water from: **GROUNDWATER**

and a permit is APPROVED for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
WILDLIFE	01/01 to 12/31	1.56 CFS	
WILDLIFE STORAGE	01/01 to 12/31		15.0 AF
RECREATION	01/01 to 12/31	1.56 CFS	
RECREATION STORAGE	01/01 to 12/31		15.0 AF
AESTHETIC	01/01 to 12/31	1.56 CFS	
AESTHETIC STORAGE	01/01 to 12/31		15.0 AF
DIVERSION TO STORAGE	01/01 to 12/31	1.56 CFS	
Totals		1.56 CFS	

LOCATION OF POINT(S) OF DIVERSION:

NW1/4, Sec. 3, Township 04N, Range 01E
 SW1/4, Sec. 3, Township 04N, Range 01E
 SW1/4, Sec. 4, Township 04N, Range 01E
 NE1/4, Sec. 4, Township 04N, Range 01E
 ADA County

PLACE OF USE: WILDLIFETWN RGN SEC

04N 01E 3

SW1/4

NW1/4

NW1/4

SW1/4

SE1/4

NW1/4

SE1/4

PLACE OF USE: RECREATION, same as WILDLIFE usePLACE OF USE: AESTHETIC, same as WILDLIFE useCONDITIONS/REMARKS:

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before January 1, 1993.
2. Subject to all prior water rights.
3. Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which permit holder had no control.
4. A flow measurement port or other device as specified by the Department shall be installed by the right holder to provide for the installation of measuring equipment and the determination of the rate of diversion by the Department.

FEB 24 1994

AMENDED Permit To Appropriate Water AMENDED

NO. 63-12017

CONDITIONS/REMARKS:

5. Right holder shall comply with the drilling permit requirements of Section 42-238, Idaho Code.
6. A well drilled pursuant to this permit must be located at least 500 feet from any existing well. Well spacing closer than 500 feet must be approved by the Department of Water Resources.
7. Construction of the well must comply with Idaho well construction standards.
8. The issuance of this right in no way grants any right-of-way or easement across the land of another.
9. Use of water under this right may be affected by an agreement between the protestant and the right holder.
10. Place of use is located within Lexington Hills and Trail Creek Subdivisions.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code.
Witness the signature of the Director, affixed at Boise, this

2nd day of February, 1994.

J. Keith Higginson

Acting for R. Keith Higginson, Director

RECORDED
INDEXED

FEB 24 1994

1-24-94

State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 63-12017

Proposed Priority: April 21, 1993

Maximum Diversion Rate:

1.56 CFS

This is to certify, that LEXINGTON HILLS INC
TREASURE VALLEY VILLAGE LTD PARTNERSHIP
1815 E STONEYBROOK CT
EAGLE ID 83616

has applied for a permit to appropriate water from: GROUNDWATER

and a permit is APPROVED for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
WILDLIFE	01/01 to 12/31	1.56 CFS	
WILDLIFE STORAGE	01/01 to 12/31		15.0 AF
RECREATION	01/01 to 12/31	1.56 CFS	
RECREATION STORAGE	01/01 to 12/31		15.0 AF
AESETHIC	01/01 to 12/31	1.56 CFS	
AESETHIC STORAGE	01/01 to 12/31		15.0 AF
DIVERSION TO STORAGE	01/01 to 12/31	1.56 CFS	
Totals		1.56 CFS	

LOCATION OF POINT(S) OF DIVERSION:

NWSE , Sec. 3, Township 04N, Range 01E
SWSESW , Sec. 3, Township 04N, Range 01E
SWSE , Sec. 4, Township 04N, Range 01E
NWSE , Sec. 4, Township 04N, Range 01E
ADA County

PLACE OF USE: WILDLIFETWP RGE SEC

04N 01E 3

SWSE

NWSE

NWSE

SWSE

SWSE

NWSE

SESE

PLACE OF USE: RECREATION, same as WILDLIFE usePLACE OF USE: AESETHIC, same as WILDLIFE useCONDITIONS/REMARKS:

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before January 1, 1999.
2. Subject to all prior water rights.
3. Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which permit holder had no control.
4. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.

FEB 24 1994

State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 63-12017

CONDITIONS/REMARKS:

5. A well drilled pursuant to this permit must be located at least 500 feet from any existing well. Well spacing closer than 500 feet must be approved by the Department of Water Resources.
6. Construction of the well must comply with Idaho well construction standards.
7. The issuance of this right in no way grants any right-of-way or easement across the land of another.
8. Use of water under this right may be affected by an agreement between the protestant and the right holder.
9. Place of use is located within Lexington Hills and Trail Creek Subdivisions.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code.
Witness the signature of the Director, affixed at Boise, this

24th day of January, 1994.

R. Keith Higginson
for R. Keith Higginson, Director

RECORDED
FEB 24 1994

THIS FORM FURNISHED COURTESY OF:

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHOFEE 6- DEPUTY MA

2000 JUN 13 PM 4:42

100046094

ALLIANCE TITLE & ESCROW CORP.

ALLIANCE TITLE

READ & APPROVED BY GRANTEE(S): _____

SPACE ABOVE THIS LINE FOR RECORDING DATA

{0380}

Order No.: 00087197 KD/SB

CORPORATE WARRANTY DEED

FOR VALUE RECEIVED, BEACHWOOD BUILDERS, INC., AN IDAHO CORPORATION

, a corporation
organized and existing under the laws of the State of Idaho, with its principal office at PO BOX 1029
EAGLE, IDAHO 83616 of County of ADA, State of Idaho,
GRANTOR, hereby GRANT, BARGAIN, SELL AND CONVEY unto DENISE M. ASPER, AN
UNMARRIED PERSON

GRANTEE(S), whose current address is: 2617 EAST BRIERFIELD DRIVE, EAGLE, IDAHO 83616
the following described real property located in ADA County, State of Idaho, more particularly
described as follows, to wit:

Lot 37 in Block 2 of LEXINGTON HILLS EAST SUBDIVISION NO. 1,
according to the Official Plat thereof, filed in Book 77 of
Plats at Page(s) 8022 through 8025, records of Ada County,
Idaho.

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and
Grantee(s) heirs and assigns forever. And the said Grantor does hereby covenant to and with the said
Grantee(s), that Grantor is the owner in fee simple of said premises; that said premises are free from all
encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered
or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and
agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments,
if any) for the current year, which are not yet due and payable, and that Grantor will warrant and defend
the same from all lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly
authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held
and attended by a quorum.

In witness whereof, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized
officers this 8th day of June, in the year of 2000.

(Corporate Seal)

BEACHWOOD BUILDERS, INC.

(Corporate Name)

By: Judith A Guhrke

President

Attest: _____

Secretary

STATE OF IDAHO
COUNTY OF ADA

On this 9th day of June, in the year of 2000, before me, the undersigned, a Notary
Public in and for said State, personally appeared Judith A Guhrke

known or identified to me to be the Manager of the corporation that executed
the instrument, or the person(s) who executed the instrument on behalf of said corporation, and acknowledged to
me that such corporation executed the same.

Signature: Stephanie BuseName: STEPHANIE BUSE

(Type or print)

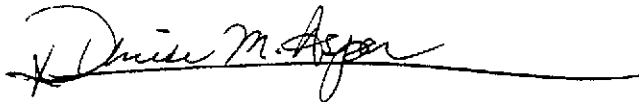
Residing at: BOISE, IDAHOMy Commission Expires: 08/31/02

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration; (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowners' association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that said Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantee(s) current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes.

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES, (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.



WARRANTY DEED

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto J BAR K & ASSOCIATES, INC., Grantee(s), whose address is: 82 E. State Street, Suite F, Eagle, ID 83616, the following described real property, located in Ada County, Idaho, to-wit:

**LOT 32 IN BLOCK 12 OF LEXINGTON HILLS SUBDIVISION
NO. 8, ACCORDING TO THE OFFICE PLAT THEREOF, FILED
IN BOOK 75 OF PLATS AT PAGES 7719 THRU 7721, RECORDS
OF ADA COUNTY, IDAHO.**

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

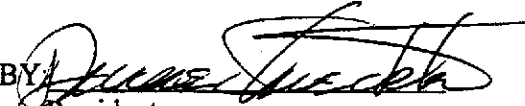
TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

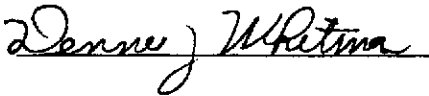
The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

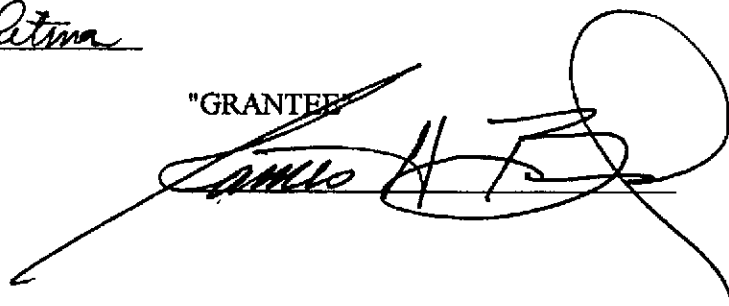
LEXINGTON HILLS, INC.

BY: 
President

Attest:



"GRANTEE"



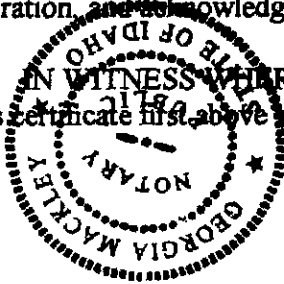
STATE OF IDAHO)

:SS.

County of Ada)

On this 13th day of January, 1998, before me, the undersigned, A Notary Public in and for said State, personally appeared DUANE H. STUECKLE, known or identified to me to be the President of the corporation who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Meridian, ID
My Commission Expires: 6/22/2000

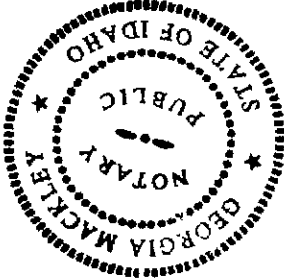
STATE OF IDAHO)

:SS.

County of Ada)

On this 13th day of ~~October~~ January, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared James H. Band, known or identified to me to be the President of J BAR K & ASSOCIATES, INC. executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at Meridian, ID
My Commission Expires: 6/22/2000

98003354

98003354

ADA CO. RECORDER
J. DAVID NAVARRO
BOISE ID

Lexington Hills
'98 JAN 15 AM 8:44
FEE 90 DEP B. Mackley
RECORDED AT THE REQUEST OF

WARRANTY&WPS



ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 06/26/03 12:59 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Title One
AMOUNT 3.00



QUITCLAIM DEED

FOR VALUE RECEIVED, **DENISE M. ASPER, AN UNMARRIED PERSON**

Does hereby convey, release, remise and forever quit claim unto

DENISE M. ASPER, AN UNMARRIED WOMAN

whose current address is: 2617 E. BRIERFIELD, EAGLE ID 83616

the following described premises:

Lot 37 in Block 2 of LEXINGTON HILLS EAST SUBDIVISION NO. 1, according to the Official Plat thereof, filed in Book 77 of Plats at Page(s) 8022 - 8025, records of Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Date: 6/25/03

By: *Denise M. Asper*
DENISE M. ASPER

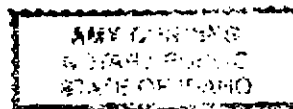
STATE OF IDAHO

)
)ss.
)

COUNTY OF ADA

On this 25TH day of JUNE, 2003, before me, the undersigned, a notary public in and for said state, personally appeared DENISE M. ASPER, known or proven to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Notary Public
Residing At: EAGLE ID
Comm. Exp: 6/19/06



THIS FORM FURNISHED COURTESY OF:

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHOFEE 6- DEPUTY MA

2000 JUN 13 PM 4:42

100046094

ALLIANCE TITLE & ESCROW CORP.

ALLIANCE TITLE

READ & APPROVED BY GRANTEE(S): _____

SPACE ABOVE THIS LINE FOR RECORDING DATA

{0380}

Order No.: 00087197 KD/SB

CORPORATE WARRANTY DEED

FOR VALUE RECEIVED, BEACHWOOD BUILDERS, INC., AN IDAHO CORPORATION

, a corporation
organized and existing under the laws of the State of Idaho, with its principal office at PO BOX 1029
EAGLE, IDAHO 83616 of County of ADA, State of Idaho,
GRANTOR, hereby GRANT, BARGAIN, SELL AND CONVEY unto DENISE M. ASPER, AN
UNMARRIED PERSON

GRANTEE(S), whose current address is: 2617 EAST BRIERFIELD DRIVE, EAGLE, IDAHO 83616
the following described real property located in ADA County, State of Idaho, more particularly
described as follows, to wit:

Lot 37 in Block 2 of LEXINGTON HILLS EAST SUBDIVISION NO. 1,
according to the Official Plat thereof, filed in Book 77 of
Plats at Page(s) 8022 through 8025, records of Ada County,
Idaho.

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and
Grantee(s) heirs and assigns forever. And the said Grantor does hereby covenant to and with the said
Grantee(s), that Grantor is the owner in fee simple of said premises; that said premises are free from all
encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered
or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and
agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments,
if any) for the current year, which are not yet due and payable, and that Grantor will warrant and defend
the same from all lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly
authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held
and attended by a quorum.

In witness whereof, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized
officers this 8th day of June, in the year of 2000.

(Corporate Seal)

BEACHWOOD BUILDERS, INC.

(Corporate Name)

By: Judith A. Guhrke

President

Attest: _____

Secretary

STATE OF IDAHO
COUNTY OF ADA

On this 8th day of June, in the year of 2000, before me, the undersigned, a Notary
Public in and for said State, personally appeared Judith A. Guhrke

known or identified to me to be the Manager of the corporation that executed
the instrument, or the person(s) who executed the instrument on behalf of said corporation, and acknowledged to
me that such corporation executed the same.

Signature: Stephanie BuseName: STEPHANIE BUSE

(type or print)

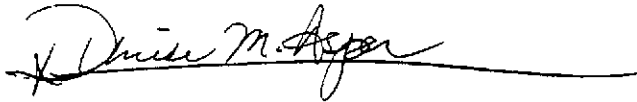
Residing at: BOISE, IDAHOMy Commission Expires: 08/31/02

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowners' association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that said Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantee's current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes.

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.



920 Lexington 3/12
ADA COUNTY RECORDER
J. DAVID NAVARRO
9-18669
1999 MR - 1 AM 9:32
99019869
RECORDED - REQUEST OF
FEE 9-18669

THIS DEED IS BEING RE-RECORDED TO CORRECT NAME FROM BEACHWOOD HOMES, INC.
TO BEACHWOOD BUILDERS, INC..

WARRANTY DEED

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto **BEACHWOOD BUILDERS, INC. an Idaho Corporation**, Grantee(s), whose address is: P.O. Box 1029, Eagle, ID 83616, the following described real property, located in Ada County, Idaho, to-wit:

**LOT 37 IN BLOCK 2 OF LEXINGTON HILLS EAST SUBDIVISION
NO. 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED
IN BOOK 77 OF PLATS AT PAGES 8022 THRU 8025, RECORDS
OF ADA COUNTY, IDAHO.**

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

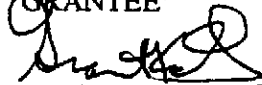
LEXINGTON HILLS, INC.

BY: 
President

Attest:


SECRETARY

"GRANTEE"



ADA COUNTY RECORDER
J. DAVID NAVARRO
PO BOX 100
IDAHO

1999 MY 19 AM 8:56

RECORDED - REQUEST 93
Wagoner Mills
FEE 9.00 DEPUTY *M. Papich*

99050378

STATE OF IDAHO)

County of Ada)
:ss.

On this 26th day of February, 1999, before me, the undersigned, A Notary Public in and for said State, personally appeared DUANE H. STUECKLE, known or identified to me to be the President of the corporation who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



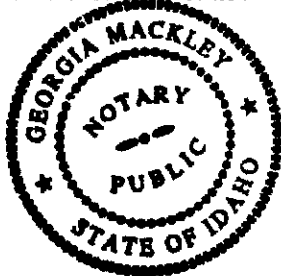
Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at Meridian, ID
My Commission Expires 6/22/2000

STATE OF IDAHO)

County of Ada)
:ss.

On this 26th day of February, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Grant Kolnes, known or identified to me to be the President of BEACHWOOD BUILDERS, INC. executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

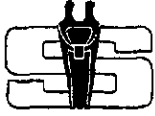


Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at Meridian, ID
My Commission Expires: 6/22/2000

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 08/19/03 04:01 PM
DEPUTY Michelle Turner
RECORDED - REQUEST OF
Stewart Title Company
AMOUNT 3.00



1



ACCOMMODATION ONLY

QUITCLAIM DEED

THIS INDENTURE, Made this 12th day of August, 2003 between
JAMES L. MYERS AND BEVERLY J. MYERS, HUSBAND AND WIFE

as Grantor and

JAMES L. MYERS AND BEVERLY J. MYERS, HUSBAND AND WIFE AND DAVID J. MYERS
AND DEETTA J. MYERS, HUSBAND AND WIFE

as Grantee

whose current address is 1834 NORTH PRESTWICK WAY, EAGLE, ID., 83616

WITNESSETH That said Grantor for and in consideration in lawful money of the United States of America, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these premises remise, release and forever QUITCLAIM, unto the said Grantee and to its heirs and assigns all that certain lot, piece or parcel of land, bounded and particularly described as follows, to-wit:

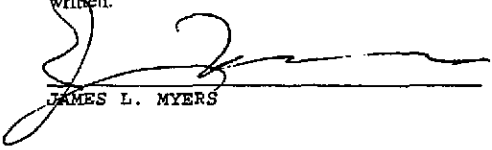
LOT 41 IN BLOCK 3 OF LEXINGTON HILLS EAST SUBDIVISION NO.2, ACCORDING TO
THE OFFICIAL PLAT THEREOF, FILED IN BOOK 78 OF PLATS AT PAGES 8316
THROUGH 8319, RECORDS OF ADA COUNTY, IDAHO.

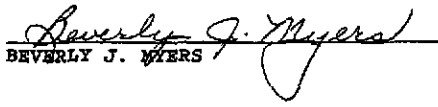
Parcel Number: R5241260400

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the Grantee and to its heirs and assigns forever.

IN WITNESS WHEREOF, The said Grantor has hereunto set its hand and seal the day and year first above written.


JAMES L. MYERS


BEVERLY J. MYERS

State of Idaho

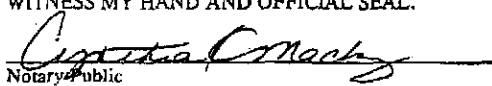
County of Canyon

ss.

On this 15th day of August, 2003, before me, the undersigned, a Notary Public, in and for said State, personally appeared JAMES L. MYERS AND BEVERLY J. MYERS

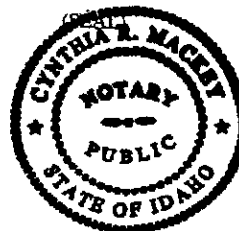
known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.


Notary Public

Residing at: Nampa, Idaho

Commission Expires: 7/2/07





A Pioneer Company
PIONEER TITLE COMPANY
 OF ADA COUNTY
 821 W. State St. / Boise, Idaho 83702
 (208) 373-3744

ADA COUNTY RECORDER
 J. DAVID NAVARRO
 BOISE, IDAHO

2002 MAY 24 PM 4:31

RECORDED - REQUEST OF

FEE 10.00 DEPUTY Ni

102059569

PIONEER

216536-DLT

WARRANTY DEED

For Value Received Randy S. Steed and Wendy L. Steed, husband and wife

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

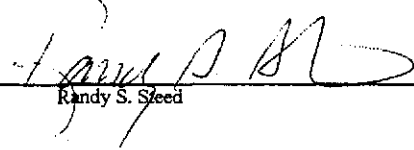
David N. Price and Valynn C. Price, husband and wife

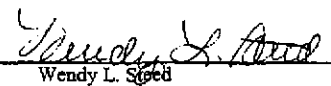
hereinafter referred to as Grantee, whose current address is 2291 N. Greenview Crt, Eagle, ID 83616
 the following described premises, to-wit:

Lot 12, Block 1, Lexington on the Rim Subdivision, according to the plat thereof, filed in Book 77
 of Plats at Pages 8026 and 8027, records of Ada County, Idaho.

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 Grantor
 is the owner in fee simple of said premises; that said premises are free from all encumbrances except
 current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of
 record, and easements visible upon the premises, and that Grantor will warrant and defend the same from
 all claims whatsoever.

Dated: May 23, 2002


 Randy S. Steed


 Wendy L. Steed

STATE OF Idaho. County of Ada, ss.

On this 24th day of May, in the year of 2002, before me the undersigned, notary public personally
 appeared Randy S. Steed and Wendy L. Steed known or identified to me to be the person/persons
 whose name is/are subscribed to the within instrument, and acknowledged to me that they executed the
 same.




 Diana L. Hottendorf
 Notary Public of Idaho
 Residing at Boise ID
 Commission expires: April 5, 2007

EXHIBIT A**ADD TO WARRANTY DEED:**

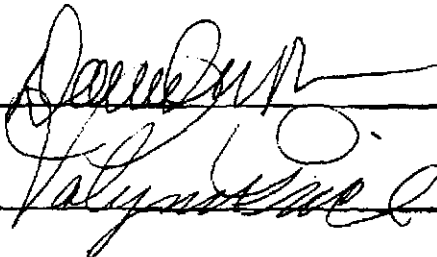
TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee (s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee (s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes.

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE (S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

Signature(s):



Dated:

5/24/02

Dated:

5/24/02

P 191981

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2000 JUN 30 PM 4:40

RECORDED - REQUEST OF

FEE 90 DEPUTY Alayl

100051728

PIONEER TITLE

WARRANTY DEED

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto RANDY S. STEED AND WENDY L. STEED, HUSBAND AND WIFE, whose address is: 1716 N. Parkforest Way, Eagle, ID 83616, the following described real property, located in Ada County, Idaho, to-wit:

**LOT 12 IN BLOCK 1 OF LEXINGTON ON THE RIM SUBDIVISION
NO. 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED
IN BOOK 77 OF PLATS AT PAGES 8026 THRU 8027, RECORDS
OF ADA COUNTY, IDAHO.**

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

WARTYRIM.WPS

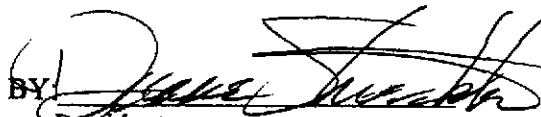
TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

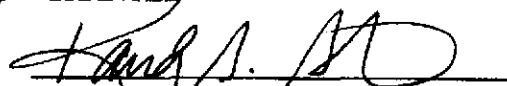
LEXINGTON HILLS, INC.

BY: 
President

Attest:



"GRANTEE"


Randy A. Smith

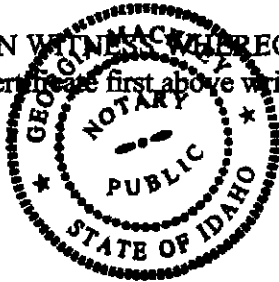
STATE OF IDAHO)

:SS.

County of Ada)

On this 19th day of June, 2000, before me, the undersigned, A Notary Public in and for said State, personally appeared DUANE H. STUECKLE, known or identified to me to be the President of the corporation who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Meridian, ID
My Commission Expires: 6/22/2000

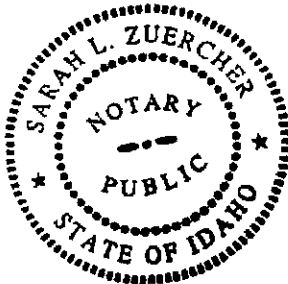
STATE of IDAHO)

:SS.

County of Ada)

On this 29th day of June, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared RAYMOND S. and Wendy L Steed known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



Sarah L. Zuercher
NOTARY PUBLIC FOR IDAHO
Residing at Borah
My Commission Expires: 3/8/26

WARTYRIM.WPS



Approved by Grantee

ADA COUNTY RECORDER
J. DAVID NAVARRO
IDAHO

2001 DE 19 PM 4:11

RECORDED - REQUEST OF
FEE 35 DEPUTY N. Olson
101134839

FIRST AMERICAN TITLE CO.

QUITCLAIM DEED

For Value Received

Steven Ray Eddy and Tracie Lynn Eddy, husband and wife

do hereby convey, release, remise and forever quit claim unto

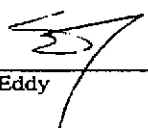
Steve Eddy and Tracie Eddy, husband and wife

whose address is 2151 N. Greenview Court, Eagle, Idaho 83616
the following described premises, to-wit:

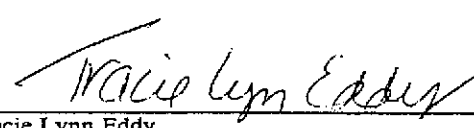
Lot 7 in Block 1 of LEXINGTON ON THE RIM SUBDIVISION, according to the Official
Plat thereof, filed in Book 77 of Plats at Page 8026 AND 8027, Official Records of
Ada County, Idaho.

together with their appurtenances.

Dated: December 14, 2001



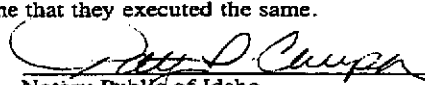
Steven Ray Eddy



Tracie Lynn Eddy

STATE OF IDAHO)
 ss.
COUNTY OF Ada)

On This 14th day of December, in the year 2001, before me, a Notary Public in and for said State, personally
appeared Steven Ray Eddy and Tracie Lynn Eddy., known or identified to me to be the person(s) whose name(s) are
subscribed to the within Instrument, and acknowledged to me that they executed the same.



Notary Public of Idaho
Residing at Boise
Commission expires: 5/08/2004

PATTY I. CHUPP
☆ NOTARY PUBLIC ☆
STATE OF IDAHO

My Commission Expires 5-8-2004

The Grantees herein have read and approved the following: _____

Title File No.: T00-71894 *TH*

CORPORATE WARRANTY DEED

FOR VALUE RECEIVED,

HOMCO DEVELOPMENT COMPANY, INC., an Idaho corporation

a corporation organized and existing under the laws of the State of Idaho, with its principal office at
1664 S. Goldking Way Boise, ID of County of Ada, State of Idaho,

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
STEVEN RAY EDDY AND TRACIE LYN EDDY, husband and wife

GRANTEES(s), whose current address is: 2151 N. Greenview Crt, Eagle, ID 83616
the following described real property in Ada County, State of Idaho,
more particularly described as follows, to wit:

Lot 7 in Block 1 of LEXINGTON ON THE RIM SUBDIVISION, according to the
official plat thereof, filed in Book 77 of Plats at Pages 8026 and 8027,
records of Ada County, Idaho.

See Attached Exhibit "A"

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2000 OC -2 PM 4:22

RECORDED - REQUEST OF
TRANSACTION TITLE & ESCROW
FEE *600* DEPUTY *Shirley A. Peterson*

100078910

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s)
heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that
Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances,
EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the
Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any)
of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current
year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful
claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly
authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly
held and attended by a quorum.

In witness whereof, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized
officers this 29th day of September, in the year of 2000.

Homco Development Co, Inc.

By *Steve Yates*

Steve Yates

President

Attest: *Shirley A. Peterson*

Shirley A. Peterson

Secretary

STATE OF Idaho, County of Ada, ss.

On this 29th day of September in the year of
2000, before me, the undersigned, a Notary Public in and
for said State, personally appeared Steve Yates
and Shirley A. Peterson

known or identified to me to be the Vice-President
and Secretary of the corporation that executed
the instrument or the persons who executed on behalf of
said corporation, and acknowledged to me that such
corporation executed the same.

Signature: *Becky C Parkinson*

Name: Tamara L. Hovde

Residing at: Eagle, ID

My commission expires: 11/20/03

Transnation Title & Escrow, Inc.

EXHIBIT A

ADD TO WARRANTY DEED:

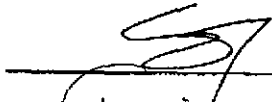
TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee (s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee (s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes.

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE (S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

Signature(s):



Dated:

10-2-2000



Dated:

10-2-2000

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2000 FEB 17 AM 8:24

RECORDED-REQUEST OF

FEE 9.00 DEPUTY Marsan

100012001

Lexington Hills

WARRANTY DEED

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto HOMCO DEVELOPMENT COMPANY, INC., an Idaho Corporation, Grantee(s), whose address is: 1664 S. Goldking Way, Boise, ID 83709, the following described real property, located in Ada County, Idaho, to-wit:

**LOT 7 IN BLOCK 1 OF LEXINGTON ON THE RIM SUBDIVISION
NO. 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED
IN BOOK 77 OF PLATS AT PAGES 8026 THRU 8027, RECORDS
OF ADA COUNTY, IDAHO.**

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

WARTYRIM.WPS

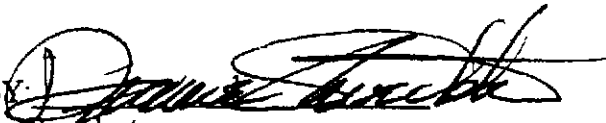
TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

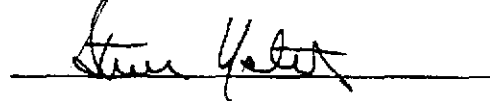
LEXINGTON HILLS, INC.

BY: 
President

Attest:



"GRANTEE"



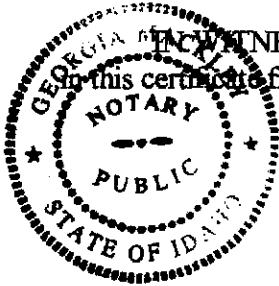
STATE OF IDAHO)

:ss.

County of Ada)

On this 14th day of February, 2000, before me, the undersigned, A Notary Public in and for said State, personally appeared DUANE H. STUECKLE, known or identified to me to be the President of the corporation who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Meridian, ID
My Commission Expires: 6/22/2000

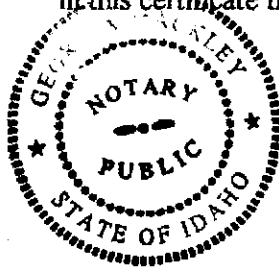
STATE OF IDAHO)

:ss.

County of Ada)

On this 14th day of February, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVE YATES, known or identified to me to be the Vice-President of HOMCO DEVELOPMENT COMPANY, INC. executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at Meridian, ID
My Commission Expires: 6/22/2000

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 63-123G
Date Received: 2/28/2005
Receipt No:
Received By:

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name of Claimant(s)

LEXINGTON HILLS HOMEOWNERS ASSOCIATION Phone: (208) 364-8624
2354 N STONECREST PLACE
EAGLE ID USA 83616

2. Date of Priority: 06/01/1864

3. Source: BOISE RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
03N	02E	5	NE SE NE	ADA	

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	4.605	

7. Total Quantity Appropriated is:
4.605 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
04N	01E	3	SW NE	IRRIGATION	38
			SW NW	IRRIGATION	12
			SE NW	IRRIGATION	40
			NE SW	IRRIGATION	40
			NW SW	IRRIGATION	40

SW	SW	IRRIGATION	38
SE	SW	IRRIGATION	39
NW	SE	IRRIGATION	28
SW	SE	IRRIGATION	28

Section Acres 303

Total Acres 303

11. Place of use in counties: ADA

12. Do you own the property listed above as place of use? No

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: Decreed

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am _____ of
Title
_____, that I have signed the foregoing
Organization
document in the space below as _____ of
Title
_____ and that the statements contained in the
Organization
foregoing document are true and correct. _____
Signature of Authorized Agent

Title and Organization

Date

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this
of _____ 20__

Notary Public

Residing at _____

My commission Expires _____

RECEIVED

Should questions arise during the processing of this claim please contact:
David Shaw - ERO Resources Corp. (208) 373-7983

FEB 28 2005

WATER RESOURCES
WESTERN REGION

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number

63-1236

Date Received

2-28-05

Receipt Number

W032638

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant(s) Lexington Hills Homeowners Association Phone (208) 364-8624
Mailing Address 2354 N. Stonecrest Pl., Eagle, ID Zip 83616

2. Date of Priority (Only one (1) per claim) 6/1/1864

3. Source of water supply (a) Boise River

Which is tributary to (b) Snake River

4. a. Location of point of diversion is: Township 3N Range 2E Section 5,
NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$, Govt. Lot _____, B.M., County of Ada

Additional points of diversion if any: _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of
_____ $\frac{1}{4}$, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. This water right is delivered through the Farmers Union Ditch Co. Ltd. canal and is released from the canal through gate 38 to the Homeowners Assoc. water delivery system. This claim is based upon the use being made of the water in 1986/1987 as shown on the attached photo. At that time water under this right was used for irrigation as reflected in the place of use described in this claim. At the present time, water under this water right continues to be delivered through the Farmers Union Ditch Co. Ltd. canal and through gate 38 to the Homeowners Assoc. The water is now used for irrigation of land within the Lexington Hills Subdivision and within water regulation/water amenity ponds within the subdivision.

6. Water is claimed for the following purposes:

For Irrigation purposes from (both dates are inclusive) 3/15 to 11/15 amount 4.605 (cfs) or (acre feet)

For purposes from to amount or

For purposes from to amount or

For purposes from to amount or

7. Total quantity claimed (a) 4.605 (cfs) and/or (b) (acre feet)

8. Total consumptive use claimed is acre feet per annum.

9. Non-irrigation uses; describe fully. (Domestic: Give number of households served; Stockwater: Type and number of livestock, Etc.)

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
			¼	¼	¼	¼	¼	¼	¼	¼	¼	¼	¼	¼	¼	¼	¼	¼	
4N	1E	3			38				12	40	40	40	38	39		28	28		303

Total number of acres irrigated 303

11. In which county (ies) are lands listed above as place of use located? Ada

12. Do you own the property listed above as place of use? Yes No X
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.

3.16 inches of Farmers Union Ditch Co. Ltd. developed water or None ()

14. Remarks:

Claimant is the homeowners association for the Lexington Hills Subdivision and operates and maintains the irrigation system for the subdivision lots and common areas. This claim is made on behalf of all of the subdivision lot owners for their individual lots as well as for the subdivision common areas and water amenities. The place of use described above is the place of use we believe existed in 1986/1987 as represented on the aerial photo attached. Water is delivered through headgate 38 from the Farmers Union Ditch Co. Ltd. canal. This water is not represented by shares from Farmers Union Ditch Co. Ltd but by a water right transferred into the Farmers Union Ditch Co. Ltd. canal. There is no known dispute that this water, part of the water right known as the Jacobs water right, has been and continues to be delivered to these lands. Claimant understands this water right has been claimed by more than one claimant, however, none of the claimants dispute the water was used on these lands at the commencement of the SRBA. Claimant will file any necessary transfers to conform the water right description to the existing use when ownership is resolved.

Last Name Ident. Number

15. Basis of Claim (Check One) Beneficial Use _____ Posted Notice _____ License _____ Permit _____

Decree X

If applicable provide IDWR Water Right Number A portion of 63-123

Court _____ Case Number _____ Decree Date _____

Plaintiff vs Defendant _____

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read, and understand the form entitled "How you will received notice in the Snake River Basin Adjudication." I/We do _____ do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of Attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

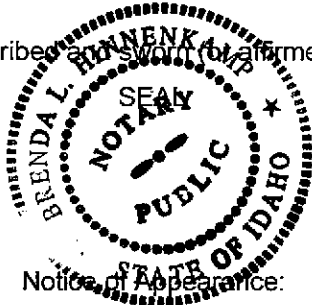
Signature of Claimant(s) [Signature] Date 2/23/05
_____ Date _____

For Organizations: I do solemnly swear or affirm that I am COUNSEL Title
of Lexington Hills Homeowners Association that I have signed the foregoing
document in the space below as COUNSEL of Lexington Hills Homeowners Assoc
Organization Title Organization
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent [Signature]
Title and Organization COUNSEL Barker Rosholt & Simpson Date 2/23/05

State of Idaho/or _____)
County of Ada) SS.

Subscribed and sworn to (or affirmed) before me this 23 day of February 20 05



Notary Public Brenda L. Hinnenkamp

Residing at Boise, Idaho

My Commission Expires 9/2006

17. Notice of Appearance:

Please Print Name

Notice is hereby given that I, John K Simpson will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature [Signature]

Address Barker, Rosholt & Simpson, Box 2139, Boise, ID 83701-2139

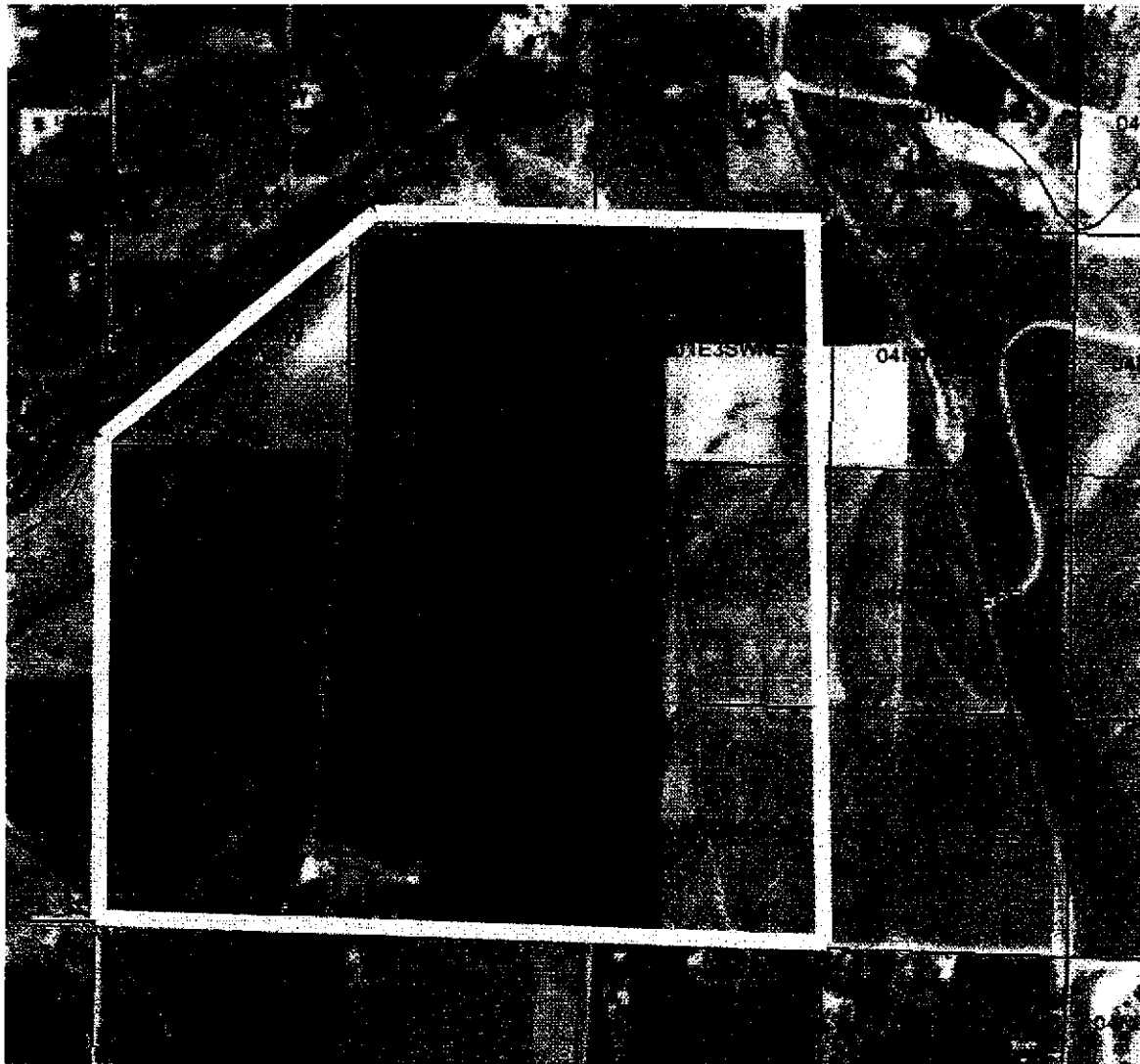
Date 2/23/05

Last Name _____ Ident. Number _____

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile.

The outlines shows the approximate location of the Lexington Hills Subdivision all within Section 3, Twp 4N Rge 1E, B.M.



Last Name _____ Ident. Number _____