

Egbert, Sandy

From: Egbert, Sandy
Sent: Monday, September 15, 2008 10:21 AM
To: 'eric@lyonsintl.com'
Subject: Water Right 63-5112

Eric,

I sent a letter to your company earlier this month requesting a Warranty Deed with Township, Range, Section and quarter/quarter information for a change of ownership of the above water right. I have received the Warranty Deed along with numerous other papers from you but the Warranty Deed mentions an Exhibit A which I did not receive a copy of. I need a copy of that Exhibit A because it contains the legal description I need to finish the change of ownership. Would you fax the Warranty Deed Exhibit A to me at 208-287-6700 and include my name on the cover sheet? Once I receive the complete deed I will be able to finish the change of ownership. If you have questions you can reply to this email or call me at 208-287-4967.

Thank You,

Sandy Egbert
GIS Specialist
Idaho Dept. of Water Resources

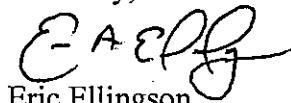
To: State of Idaho Department of Water Resources
From: Lyons Real Estate & Development
Date: September 9, 2008
RE: Notice of Change of Water Right Ownership

To Whom It May Concern:

Enclosed is a warranty deed for the property with water right number 63-5112. Please note that Lyons Idaho Investment, LLC is the managing member of the ownership. Lyons Idaho Investment, LLC is managed and owned by Fred Lyons who is the owner of Lyons Real Estate & Development. If you have any questions please feel free to call me at 480-328-7800 or e-mail me at the address listed below.

Thanks for your help!

Sincerely,



Eric Ellingson
Project Manger
eric@lyonsintl.com



610 South Kinball Avenue / Caldwell, Idaho
83605 / (208) 459-1651

REQUEST
TYPE WED FEE 9-

PIONEER - NAMBA

2006 AUG 2 PM 4 37
@ NOEL NALB6
GARCON CITY RECORDER
[Signature]

RECORDED

200662873

200604881

WARRANTY DEED

For Value Received James W. Kranz and Carol J. Kranz, husband and wife Pioneer 1031 Exchange

Co.

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Rloss Capital LLC, a Nevada limited liability company, as to an undivided 23.33% interest; Lyons Idaho Investment, LLC an Idaho limited liability company, as to an undivided 11.67% interest; Peter F. Niemczyk and Patricia L. Niemczyk, Trustees of The Peter F. Niemczyk and Patricia L. Niemczyk Family Trust w/a November 19, 1996, as to an undivided 10% interest; Craig D. Burr and Jennifer L. Burr, Trustees of The Liberty Nevada Trust w/a October 29, 2002, as to an undivided 10% interest; Paul K. Hilton and Nanette R. Hilton, Trustees of The Paul and Nanette Hilton Family Trust w/a December 18, 1998, as to an undivided 5% interest; Jonathan W. Tuttle and Carol E. Tuttle, husband and wife, as to an undivided 5% interest; Shmoo Malek, an unmarried man, as to an undivided 5% interest; Sam S. Malek and Lisa A. Malek, husband and wife, as to an undivided 5% interest; Brian T. Macoun, Trustee of The Brian Thomas Macoun Trust w/a July 29, 2004, as to an undivided 5% interest; David V. Walker and Peggy Walker, husband and wife, as to an undivided 5% interest; Alejandro J. Delgado, Trustee of The Delgado Family Trust w/a April 11, 1995, as to an undivided 5% interest; Aconza LLC, a Nevada limited liability company, as to an undivided 5% interest; KYH, LLC, a Nevada limited liability company, as to an undivided 5% interest

hereinafter referred to as Grantor, whose current address is Y. Shawn King 2600 Paseo Verde Parkway Ste 250 Henderson, NV 89074
the following described premises, to-wit:

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, 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: July 26, 2006

[Signature]
James W. Kranz

[Signature]
Carol J. Kranz

Eric, Warranted Deed & L.H. A. on Chute

Shawn King

State of Idaho

ss.

County of Canyon

On this 1st day of August, 2006, before me, the undersigned, a Notary Public, in and for said State, personally appeared James W. Krantz and Carol J. Krantz 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 he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

(SEAL)

Notary Public

Residing at: Caldwell, ID

Commission Expires: 12/2/2010



EXHIBIT A

This parcel is a portion of the East Half of the Southeast Quarter of Section 14, Township 2 North, Range 4 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

Commencing at the Southeast corner of said East Half of the Southeast Quarter; thence
 South 89° 45' 00" West along the South boundary of said East Half of the Southeast Quarter a
 distance of 512.02 feet to the TRUE POINT OF BEGINNING; thence continuing
 South 89° 45' 00" West along said South boundary a distance of 807.98 feet to the Southwest
 corner of said East Half of the Southeast Quarter; thence
 North 00° 04' 23" West along said West boundary a distance of 2650.54 feet to the Northwest
 corner of said East Half of the Southeast Quarter; thence
 North 89° 45' 11" East along said North boundary a distance of 1320.05 feet to the Northeast
 corner of said East Half of the Southeast Quarter; thence
 South 00° 04' 19" East along said East boundary a distance of 2395.24 feet; thence
 South 89° 45' 00" West parallel with the South boundary of said East Half of the Southeast
 Quarter a distance of 512.02 feet; thence
 South 00° 04' 19" East parallel with the East boundary of said East Half of the Southeast
 Quarter a distance of 255.23 feet to the TRUE POINT OF BEGINNING.



Pioneer Title Co.

GOING BEYOND

610 South Kimball Avenue / Caldwell, Idaho
83605 / (208) 459-1651

READ & APPROVED

[Handwritten signature]

200604881

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R. Hilton, Trustees of The Paul and Nanette Hilton Family Trust u/t/a December 18, 1998, as to an undivided 5% interest; Jonathan W. Tuttle and Carol E. Tuttle, husband and wife, as to an undivided 5% interest; Shane Malek, an unmarried man, as to an undivided 5% interest; Sean S. Malek and Lisa A. Malek, husband and wife, as to an undivided 5% interest; Brian T. Mecum, Trustee of The Brian Thomas Mecum Trust u/t/a July 29, 2004, as to an undivided 5% interest; David V. Walker and Peggy Walker, husband and wife, as to an undivided 5% interest; Alejandro J. Delgado, Trustee of The Delgado Family Trust u/t/a April 11, 1995, as to an undivided 5% interest; Aczora LLC, a Nevada limited liability company, as to an undivided 5% interest; KYH, LLC, a Nevada limited liability company, as to an undivided 5% interest

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James W. Kranz

Carol J. Kranz



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READ & AFFIX
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