

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
DEC 31 2018
DEPARTMENT OF
WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, [see #6](#) of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-5092	Yes ☒	Yes ☒	63-5092 (split into 63-5092 & 63-34782)	Yes ☒	Yes ☐
63-10700	Yes ☒	Yes ☒	63-10700 (Split into 63-10700 & 63-34783)	Yes ☒	Yes ☐
63-31970	Yes ☒	Yes ☒	63-31970 (split into 63-31970 & 63-34784)	Yes ☒	Yes ☐
63-32958	Yes ☒	Yes ☒	63-32958 (split into 63-32958 & 63-34785)	Yes ☒	Yes ☐
63-32960	Yes ☒	Yes ☒	63-32960 (split into 63-32960 & 63-34788)	Yes ☒	Yes ☐

2. Previous Owner's Name: Cloud Berry
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Legacy Community Association Inc.
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|-----------------------------------|-------------------------------|-----------|--------------|
| <u>6401 W Floating Feather Rd</u> | <u>Eagle</u> | <u>ID</u> | <u>83616</u> |
| Mailing address | City | State | ZIP |
| <u>208-286-9344</u> | <u>Ashley@legacyidaho.com</u> | | |
| Telephone | Email | | |
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☒ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: _____
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed [IRS Form W-9](#) for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed [Lessor Designation](#) form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - ☒ Filing fee (see instructions for further explanation):
 - ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ No fee is required for pending adjudication claims.
 - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
 - ☒ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA
IN FILE # 63-5092

8. Signature: [Signature] Member 12-28-18
 Signature of new owner/claimant Title, if applicable Date

Signature: _____
 Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by RD Date 12.31.18 Receipt No. C106075 Receipt Amt. _____

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☒ No ☐

Name on W-9 Legacy Community Association, Inc Approved by _____ Processed by [Signature] Date 8-9-19



QUITCLAIM DEED

CLOUD BERRY, LLC, a Wyoming limited liability company (the "Grantor"), does hereby convey, release, remise and forever quitclaim unto LEGACY COMMUNITY ASSOCIATION, INC., an Idaho non-profit corporation, whose current address is P.O. Box 57, Eagle, Idaho 83616 (the "Grantee"), its interest in and to the following described property located in Ada County, State of Idaho, more particularly described as follows, to wit:

Lot 2 in Block 5 of Mosca Seca Subdivision No. 1, according to the official plat thereof, filed in Book 100 of Plats at Pages 13035 through 13045, records of Ada County, Idaho.

DATED this 25th day of July, 2014.

Cloud Berry, LLC, a Wyoming limited liability company,

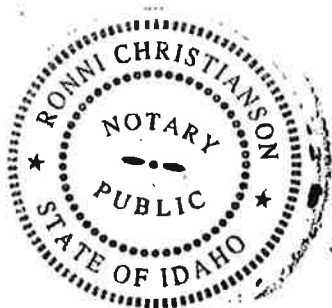
By 
Justin Martin, its Manager

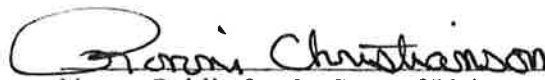
STATE OF IDAHO,)
: ss.
County of Ada.)

On this 25th day of July, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Justin Martin, known or identified to me to be the Manager of Cloud Berry, LLC, a Wyoming limited liability company, the limited liability company that executed the foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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)




Notary Public for the State of Idaho
Residing at Boise, Idaho
My commission expires: 6/30/16



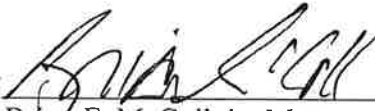
QUITCLAIM DEED

CLOUD BERRY, LLC, an Idaho limited liability company (the "**Grantor**"), does hereby convey, release, remise and forever quitclaim unto LEGACY COMMUNITY ASSOCIATION, INC., an Idaho non-profit corporation, whose current address is P.O. Box 57, Eagle, Idaho 83616 (the "**Grantee**"), its interest in and to the following described property located in Ada County, State of Idaho, more particularly described as follows, to wit:

Lot 3, Block 6 of Mosca Seca Subdivision No. 2, according to the official plat thereof, filed in Book 101 of Plats at Pages 13328 through 13333, records of Ada County, Idaho.

DATED this 17 day of December, 2013.

Cloud Berry, LLC, an Idaho limited liability company,

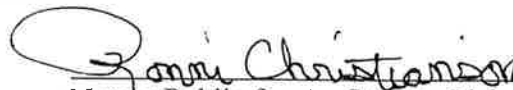
By 
Brian F. McColl, its Manager

STATE OF IDAHO,)
 : ss.
County of Ada.)

On this 17th day of December, 2013, before me, the undersigned, a Notary Public in and for said Sate, personally appeared Brian F. McColl, known or identified to me to be the Manager of Cloud Berry, LLC, an Idaho limited liability company, the limited liability company that executed the foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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.




Notary Public for the State of Idaho
Residing at Boise, Idaho
My commission expires: 6/30/16



QUITCLAIM DEED

CLOUD BERRY, LLC, an Idaho limited liability company (the "**Grantor**"), does hereby convey, release, remise and forever quitclaim unto LEGACY COMMUNITY ASSOCIATION, INC., an Idaho non-profit corporation, whose current address is P.O. Box 1359, Caldwell, Idaho 83606 (the "**Grantee**"), its interest in and to the following described property located in Ada County, State of Idaho, more particularly described as follows, to wit:

Lots 1, 9 & 38, Block 1; Lots 1, 4, 7, 10, 13 & 16, Block 2; Lots 1, 4, 7, 10 & 14, Block 3; Lot 1, Block 4; Lot 1, Block 5; Lot 1, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lot 1, Block 10; Lot 1, Block 11; Lot 1, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lot 1 Block 15; Lot 1, Block 16; Lot 1, Block 17; Lot 1, Block 18; and Lot 1, Block 19 of Mosca Seca Subdivision No. 1, according to the official plat thereof, filed in Book 100 of Plats at Pages 13035 thru 13045, records of Ada County, Idaho.

AND

Lots 4, 70, 134, 137, 144, 148, 151, 154, 155 and 164, Block 6 of Mosca Seca Subdivision No. 2, according to the official plat thereof, filed in Book 101 of Plats at Pages 13328 thru 13333, records of Ada County, Idaho.

DATED this 3rd day of October, 2011.

CLOUD BERRY, LLC

By Brian F. McColl
Brian F. McColl, Manager

STATE OF IDAHO,)
County of Ada .) ss.

On this 3rd day of October, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian F. McColl, known and identified to me to be the Manager of Cloud Berry, LLC, an Idaho liability company, that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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.



Notary Public for Idaho
Residing at Bosse, Idaho
Commission expires: 6-30-2016



QUITCLAIM DEED

HORSESHOE FLATS, LLC, an Idaho limited liability company (the "Grantor"), does hereby convey, release, remise and forever quitclaim unto LEGACY COMMUNITY ASSOCIATION, INC., an Idaho non-profit corporation, whose current address is P.O. Box 1359, Caldwell, Idaho 83606 (the "Grantee"), its interest in and to the following described property located in Ada County, State of Idaho, more particularly described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO.

DATED this 27th day of February, 2013.

Horseshoe Flats, LLC, an Idaho limited liability company,
By: Developers Services, Inc., its Manager

By Brian F. McColl
Brian F. McColl, its President

STATE OF IDAHO.)

: ss.

County of Ada.)

On this 27th day of February, 2013, before me, Ronni Christianson, a Notary Public in and for the State of Idaho, personally appeared Brian F. McColl, known or identified to me to the **President of Developers Services, Inc.**, an Idaho corporation, the Manager of **Horseshoe Flats, LLC**, an Idaho limited liability company, and the limited liability company who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company; and that such limited liability company 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.



Ronni Christianson

Notary Public for Idaho

Residing at Boise, Idaho

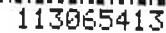
Commission Expires: 6/30/2016

EXHIBIT A

Lot 8, Block 1 and Lot 13, Block 2 of Snoqualmie Falls Subdivision No. 1, according to the official plat thereof, filed in Book 104 of Plats at Page 14169-14170, records of Ada County, Idaho.

EXHIBIT A

Lot 8, Block 1 and Lot 13, Block 2 of Snoqualmie Falls Subdivision No. 1, according to the official plat thereof, filed in Book 104 of Plats at Page 14169-14170, records of Ada County, Idaho.



Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires: 06/30/16



QUITCLAIM DEED

HORSESHOE FLATS, LLC, an Idaho limited liability company (the "Grantor"), does hereby convey, release, remise and forever quitclaim unto LEGACY COMMUNITY ASSOCIATION, INC., an Idaho non-profit corporation, whose current address is P.O. Box 1359, Caldwell, Idaho 83606 (the "Grantee"), its interest in and to the following described property located in Ada County, State of Idaho, more particularly described as follows, to wit:

Lots 17, 36 and 37, Block 1; Lot 10, Block 4 and Lot 1, Block 5 of Snoqualmie Falls Subdivision No. 3, according to the official plat thereof, filed in Book 106 of Plats at Page 14535, records of Ada County, Idaho.

DATED this 20th day of November, 2013.

Horseshoe Flats, LLC, an Idaho limited liability company,
By: Developers Services, Inc., its Manager

By: Brian F. McColl
Brian F. McColl, its President

STATE OF IDAHO.)
 : ss.
County of Ada.)

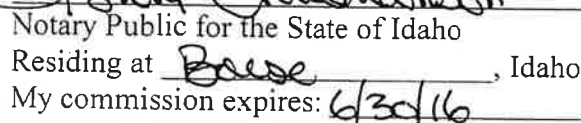
On this 20th day of November, 2013, before me, Ronni Christanson, a Notary Public in and for the State of Idaho, personally appeared **Brian F. McColl**, known or identified to me to the **President of Developers Services, Inc.**, an Idaho corporation, the Manager of **Horseshoe Flats, LLC**, an Idaho limited liability company, and the limited liability company who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company; and that such limited liability company 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)

Ronni Christanson
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires: 6-30-16





QUITCLAIM DEED

HORSESHOE FLATS, LLC, an Idaho limited liability company (the "Grantor"), does hereby convey, release, remise and forever quitclaim unto LEGACY COMMUNITY ASSOCIATION, INC., an Idaho non-profit corporation, whose current address is P.O. Box 1359, Caldwell, Idaho 83606 (the "Grantee"), its interest in and to the following described property located in Ada County, State of Idaho, more particularly described as follows, to wit:

Lot 21, Block 6; Lots 9 and 31, Block 7; Lot 13, Block 8; and Lot 1, Block 9 of Snoqualmie Falls Subdivision No. 5, according to the official plat thereof, filed in Book 107 of Plats at Pages 14975-14978, Instrument No. 2014-098854, records of Ada County, Idaho.

DATED this 3 day of February, 2015.

Horseshoe Flats, LLC, an Idaho limited liability company,
By: Developers Services, Inc., its Manager

By Brian F. McColl
Brian F. McColl, its President

STATE OF IDAHO.)
 : ss.
County of Ada.)

On this 3rd day of February, 2015, before me, Ronni Christianson, a Notary Public in and for the State of Idaho, personally appeared **Brian F. McColl**, known or identified to me to be the **President of Developers Services, Inc.**, an Idaho corporation, the Manager of **Horseshoe Flats, LLC**, an Idaho limited liability company, and the limited liability company who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company; and that such limited liability company 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.



Ronni Christianson
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires: 6-30-16



My commission expires: 6-30-16



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QUITCLAIM DEED

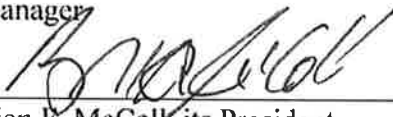
BRAHMA, LLC, an Idaho limited liability company (the "Grantor"), does hereby convey, release, remise and forever quitclaim unto LEGACY COMMUNITY ASSOCIATION, INC., an Idaho non-profit corporation, whose current address is P.O. Box 2498, Eagle, Idaho 83616 (the "Grantee"), its interest in and to the following described property located in Ada County, State of Idaho, more particularly described as follows, to wit:

Lots 22-23 in Block 6 of Snoqualmie Falls Subdivision No. 7; Lots 11 in Block 13 of Snoqualmie Falls Subdivision No. 7; Lot 9 in Block 14 of Snoqualmie Falls Subdivision No. 7; and Lot 1 in Block 15 of Snoqualmie Falls Subdivision No. 7, according to the official plat thereof, filed in Book 110 of Plats at Pages 15667-15669, Instrument No. 2016-064888, records of Ada County, Idaho.

DATED this 29th day of July, 2016.

BRAHMA, LLC, an Idaho limited liability company,

By: Developers Services, Inc., an Idaho corporation,
Its: Manager

By 
Brian F. McColl, its President

STATE OF IDAHO,)
: ss.
County of Ada.)

On this 29th day of July, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian F. McColl, known or identified to me to be the President of Developers Services, Inc., an Idaho corporation, the Manager of Brahma, LLC, the limited liability company that executed the foregoing instrument and acknowledged to me that said instrument is the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and under oath stated that they are authorized to execute the said instrument.

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)




Notary Public for the State of Idaho
Residing at Boise, Idaho
My commission expires: 7-22-15 7-15-22



QUITCLAIM DEED

BRAHMA, LLC, an Idaho limited liability company (the "Grantor"), does hereby convey, release, remise and forever quitclaim unto LEGACY COMMUNITY ASSOCIATION, INC., an Idaho non-profit corporation, whose current address is P.O. Box 2498, Eagle, Idaho 83616 (the "Grantee"), its interest in and to the following described property located in Ada County, State of Idaho, more particularly described as follows, to wit:

Lots 1 and 10 in Block 17 of Snoqualmie Falls Subdivision No. 8;
Lots 44 and 61 in Block 7 of Snoqualmie Falls Subdivision No. 8;
Lot 19 in Block 16 of Snoqualmie Falls Subdivision No. 8; and Lots
22 and 14 in Block 8 of Snoqualmie Falls Subdivision No. 8; and Lot
35 in Block 6 of Snoqualmie Falls Subdivision No. 8, according to
the official plat thereof, filed in Book 111 of Plats at Pages 15976-
15978, Instrument No. 2016-126853, records of Ada County, Idaho.

DATED this 3rd day of January, 2017.

BRAHMA, LLC, an Idaho limited liability company,

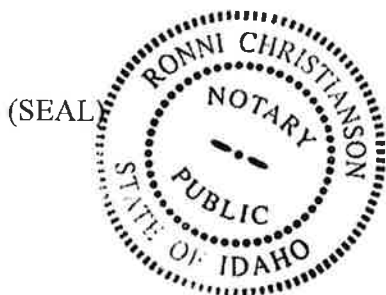
By: Developers Services, Inc., an Idaho corporation,
Its: Manager

By Brian F. McColl
Brian F. McColl, its President

STATE OF IDAHO,)
 : ss.
County of Ada.)

On this 3rd day of January, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian F. McColl, known or identified to me to be the President of Developers Services, Inc., an Idaho corporation, the Manager of Brahma, LLC, the limited liability company that executed the foregoing instrument and acknowledged to me that said instrument is the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and under oath stated that they are authorized to execute the said instrument.

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



Ronni Christianson
Notary Public for the State of Idaho
Residing at Base, Idaho
My commission expires: 7-15-22



QUITCLAIM DEED

WHITE STURGEON, LLC, an Idaho limited liability company (the "**Grantor**"), does hereby convey, release, remise and forever quitclaim unto LEGACY COMMUNITY ASSOCIATION, INC., an Idaho non-profit corporation, whose current address is P.O. Box 2498, Eagle, Idaho 83616 (the "**Grantee**"), its interest in and to the following described property located in Ada County, State of Idaho, more particularly described as follows, to wit:

Lot 36 in Block 6 of Snoqualmie Falls Subdivision No. 9; Lots 62, 63, and 72 in Block 7 of Snoqualmie Falls Subdivision No. 9; Lots 11-12 in Block 17 of Snoqualmie Falls Subdivision No. 9; Lot 1 in Block 18 of Snoqualmie Falls No. 9; Lot 1 in Block 19 of Snoqualmie Falls No. 9, and Lot 1 in Block 20 of Snoqualmie Falls No. 9, according to the official plat thereof, filed in Book 113 of Plats at Pages 16612-16614 Instrument No. 2018-030131 records of Ada County, Idaho.

DATED this 9th day of April, 2018.

WHITE STURGEON, LLC, an Idaho limited liability company,

By: Developers Services, Inc., an Idaho corporation,
Its: Manager

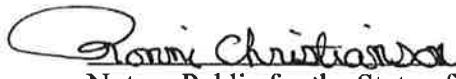
By Brian F. McColl
Brian F. McColl, Its President

STATE OF IDAHO,)
: ss.
County of Ada.)

On this 9th day of April, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian F. McColl, known or identified to me to be the President of Developers Services, Inc., an Idaho corporation, the Manager of White Sturgeon, LLC, the limited liability company that executed the foregoing instrument and acknowledged to me that said instrument is the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and under oath stated that they are authorized to execute the said instrument.

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)


Notary Public for the State of Idaho
Residing at Boise, Idaho
My commission expires: 12-15-22





Page - 1



QUITCLAIM DEED

WHITE STURGEON, LLC, an Idaho limited liability company (the "**Grantor**"), does hereby convey, release, remise and forever quitclaim unto LEGACY COMMUNITY ASSOCIATION, INC., an Idaho non-profit corporation, whose current address is P.O. Box 2498, Eagle, Idaho 83616 (the "**Grantee**"), its interest in and to the following described property located in Ada County, State of Idaho, more particularly described as follows, to wit:

Lots 1, 8, 21, 32 and 38 in Block 1 of Snoqualmie River Subdivision No. 1; and Lots 1, 8, 14 in Block 2 of Snoqualmie River Subdivision No. 1; Lots 1, 5, 17 in Block 3 of Snoqualmie River No. 1; and Lot 1 in Block 4 of Snoqualmie River No. 1 according to the official plat thereof, filed in Book 114 of Plats at Pages 16934-16936 Instrument No. 2018-076382 records of Ada County, Idaho.

DATED this 16th day of August, 2018.

WHITE STURGEON, LLC, an Idaho limited liability company,

By: Developers Services, Inc., an Idaho corporation,
Its: Manager

By Brian F. McColl
Brian F. McColl, its President

STATE OF IDAHO,)
 : ss.
County of Ada.)

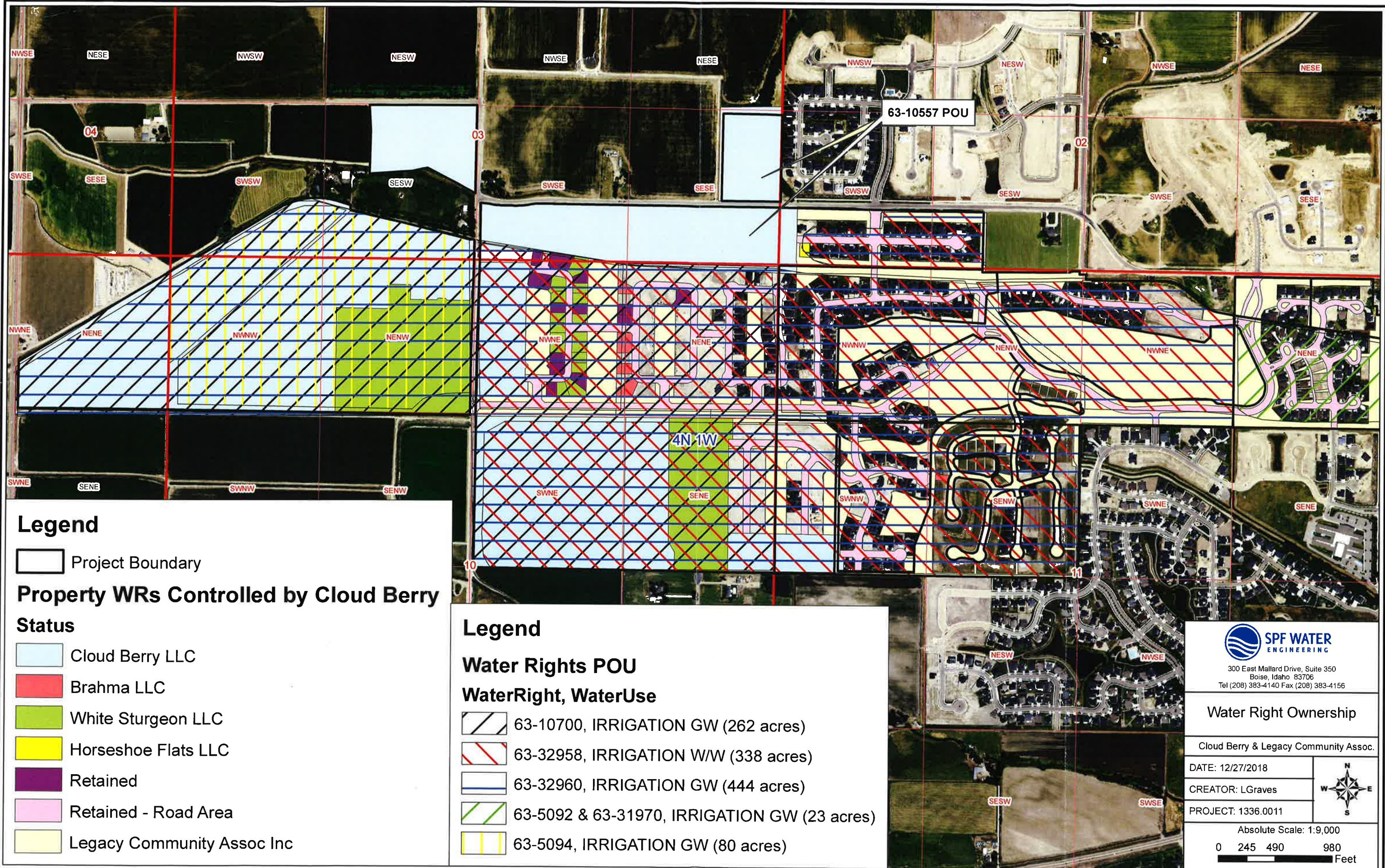
On this 16th day of August, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian F. McColl, known or identified to me to be the President of Developers Services, Inc., an Idaho corporation, the Manager of White Sturgeon, LLC, the limited liability company that executed the foregoing instrument and acknowledged to me that said instrument is the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and under oath stated that they are authorized to execute the said instrument.

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



Bonnie Christianson
Notary Public for the State of Idaho
Residing at Boise, Idaho
My commission expires: 7-15-22

Path: S:\PROJECTS\A thru D\Projects\B\Projects\Brahma, LLC_1336\0011_Snoqualmie Falls Sub 2018 WR\PROJECT\GIS\ArcMap_Properties\Cloud Berry WR OwnershipV2.mxd



Legend

- Project Boundary
- Property WRs Controlled by Cloud Berry Status**
- Cloud Berry LLC
- Brahma LLC
- White Sturgeon LLC
- Horseshoe Flats LLC
- Retained
- Retained - Road Area
- Legacy Community Assoc Inc

Legend

- Water Rights POU**
- WaterRight, WaterUse**
- 63-10700, IRRIGATION GW (262 acres)
- 63-32958, IRRIGATION W/W (338 acres)
- 63-32960, IRRIGATION GW (444 acres)
- 63-5092 & 63-31970, IRRIGATION GW (23 acres)
- 63-5094, IRRIGATION GW (80 acres)

SPF WATER ENGINEERING
300 East Mallard Drive, Suite 350
Boise, Idaho 83706
Tel (208) 383-4140 Fax (208) 383-4156

Water Right Ownership
Cloud Berry & Legacy Community Assoc.

DATE: 12/27/2018	
CREATOR: LGraves	
PROJECT: 1336.0011	
Absolute Scale: 1:9,000	
0 245 490 980 Feet	

Split Analysis

Water Right Number: 63-5092
Diversion Rate: 0.06 CFS
Reviewer Name: SPF
Date: 11/15/2018

Acreage Analysis

[illegible]

Water Right Number: 63-5092
 Diversion Rate: 0.06 CFS
 Reviewer Name: SPF
 Date: 11/15/2018

Split Tree

Cloud Berry
(5.5 ac & 0.01 cfs)
LCA
(6.5 ac & 0.02 cfs)
Remaining
(11.0 ac & 0.03 cfs)

Summary

Right No:	Diversion Rate	Irrigated Acres	CFS / Acre
63-5092	0.06	23	0.003
Cloud Berry	0.01	5.5	0.003
LCA	0.02	6.5	0.003
Remaining	0.03	11	0.003

63-5092
 (23.0 ac & 0.06 cfs)

Split Analysis

Water Right Number: 63-10700

Diversion Rate: 2.09 CFS

Reviewer Name: _____ SPF

Date: 11/15/2018

Acreage Analysis

[illegible]

Cloud Berry

LCA

Remaining

(31.2 ac & 0.25 cfs)

63-10700

(262.0 ac & 2.09 cfs)

[illegible]

Split Analysis

Water Right Number: 63-31970

Diversion Rate: **0.46 CFS**

Reviewer Name: _____ SPF

Date: 11/15/2018

Acreage Analysis

[illegible]

Split Analysis

Water Right Number: 63-32958

Diversion Rate: 5.83 CFS

Reviewer Name: _____ SPF

Date: 11/15/2018

Acreage Analysis

[illegible]

Water Right Number: 63-32958

Diversion Rate: 5.83 **CFS**

Reviewer Name: _____ **SPF**

Date: 11/15/2018

Split Tree

Cloud Berry

(128.4 ac & 2.21 cfs)

LCA

(104.3 ac & 1.80 cfs)

Remaining

(105.3 ac & 1.82 cfs)

63-32958

(338.0 ac & 5.83 cfs)

Summary

[illegible]

Split Analysis

Water Right Number: 63-32960

Diversion Rate: 3.7 CFS

Reviewer Name: _____ SPF

Date: 11/15/2018

Acreage Analysis

[illegible]

Cloud Berry

LCA

Remaining

(105.3 ac & 0.88 cfs)

(444.0 ac & 3.70 cfs)

[illegible]



00446510201701217280010011

QUITCLAIM DEED

Brahma, LLC, an Idaho limited liability company (the "Grantor"), does hereby convey, release, remise and forever quitclaim unto Cloud Berry, LLC, a Wyoming limited liability company, whose current address is 3858 N. Garden Center Way, Ste. 200, Boise, Idaho 83703 (the "Grantee"), its interest in and to the following described property located in Ada County, State of Idaho, more particularly described as follows, to wit:

**The Southwest quarter of the Northeast quarter of Section 10, Township 4 North,
Range 1 West, Boise Meridian, Ada County, Idaho.**

DATED this 19th day of December, 2017.

Brahma, LLC, an Idaho limited liability company, by
Developers Services, Inc., its Manager

By

Brian F. McColl
Brian F. McColl, its President

STATE OF IDAHO,)

; ss.

County of Ada.)

On this 19 day of December, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian F. McColl, known or identified to me to be the President of Developers Services, Inc., the Manager of Brahma, LLC, an Idaho limited liability company, the limited liability company that executed the foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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.



Ronni Christianson

Notary Public for the State of Idaho

Residing at Boise, Idaho

My commission expires: 07-15-22

Parcel No. S0410131200



(Informational page only; Not a part of recorded doc.)

ACCOMMODATION
RECORDING

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=3 VICTORIA BAILEY
TITLEONE BOISE

2018-087496
09/14/2018 01:34 PM
\$15.00

WARRANTY DEED
(SFN11)

FOR VALUE RECEIVED, Cloud Berry, LLC, a Wyoming limited liability company ("Grantor"), does hereby grant, bargain, sell and convey unto White Sturgeon, LLC, an Idaho limited liability company, whose current address is 3858 N. Garden Center Way, Ste. 200, Boise, ID 83703 (the "Grantee"), the following described premises, to-wit:

See Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the 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 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever.

DATED this 5th day of September, 2018.

Cloud Berry, LLC,
a Wyoming limited liability company,

By [Signature]
Justin Martin, Manager

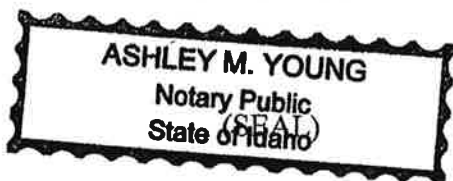
STATE OF IDAHO.)

: ss.

County of Ada.)

On this 5th day of September, 2018, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Justin Martin, known or identified to me to the Manager of Cloud Berry, LLC, a Wyoming limited liability company, the limited liability company that executed the foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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]
Notary Public for Idaho
Residing at BOISE, Idaho
Commission Expires: 9-19-2022

Exhibit A
Legal Description
(See following page.)

Legal Description
Snoqualmie Falls Subdivision No. 11

A parcel located in the NE ¼ of Section 10, Township 4 North, Range 1 West, Boise Meridian, City of Eagle, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the southeast corner of said NE ¼, from which an Aluminum Cap monument marking the southwest corner of said NE ¼ bears N 89°13'45" W a distance of 2620.30 feet;

Thence N 89°13'45" W along the southerly boundary of said NE ¼ a distance of 868.32 feet to the **POINT OF BEGINNING**;

Thence continuing N 89°13'45" W along said southerly boundary a distance of 771.68 feet to a point;

Thence leaving said southerly boundary N 0°00'00" E a distance of 150.01 feet to a point;

Thence N 7°42'50" E a distance of 60.44 feet to a point;

Thence N 0°00'00" E a distance of 94.92 feet to a point;

Thence N 40°00'51" E a distance of 45.31 feet to a point;

Thence N 49°59'09" W a distance of 40.00 feet to a point;

Thence N 0°00'00" E a distance of 552.00 feet to a point;

Thence N 47°43'16" E a distance of 40.00 feet to a point;

Thence S 89°50'00" E a distance of 137.16 feet to a point;

Thence N 45°05'00" E a distance of 32.90 feet to a point;

Thence N 0°17'58" W a distance of 106.70 feet to a point;

Thence N 17°13'33" E a distance of 62.76 feet to a point;

Thence S 69°50'00" E a distance of 65.91 feet to a point;

Thence N 0°03'00" E a distance of 180.19 feet to a point on the southerly boundary of Snoqualmie Falls Subdivision No. 8 as shown in Book 111 of Plats on Pages 15976 thru 15978, records of Ada County, Idaho;

Thence S 89°50'00" E along said southerly boundary a distance of 435.84 feet to a point marking the northwest corner of Snoqualmie Falls Subdivision No. 10 as shown in Book ____ of Plats on Pages ____ thru ____, records of Ada County, Idaho;

Thence leaving said southerly boundary S 0°00'00" W along the westerly boundary of said Snoqualmie Falls Subdivision No. 10 a distance of 1043.64 feet to a point;

Thence continuing along said westerly boundary S 30°44'22" E a distance of 107.60 feet to a point;

Thence continuing along said westerly boundary S 0°00'00" W a distance of 186.63 feet to the **POINT OF BEGINNING**.

This parcel contains 19.80 acres.

Clinton W. Hansen, PLS
Land Solutions, PC
Revised: July 25, 2018



Snoqualmie Falls No. 11
Job No. 18-25
Page 1 of 1

ACCOMMODATION
RECORDING

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=4 LISA BATT
TITLEONE BOISE

2018-087539
09/14/2018 02:24 PM
\$15.00

WARRANTY DEED
(SRN2)

FOR VALUE RECEIVED, Cloud Berry, LLC, a Wyoming limited liability company ("Grantor"), does hereby grant, bargain, sell and convey unto White Sturgeon, LLC, an Idaho limited liability company, whose current address is 3858 N. Garden Center Way, Ste. 200, Boise, ID 83703 (the "Grantee"), the following described premises, to-wit:

See Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the 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 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever.

DATED this 5th day of September, 2018.

Cloud Berry, LLC,
a Wyoming limited liability company,

By [Signature]
Justin Martin, Manager

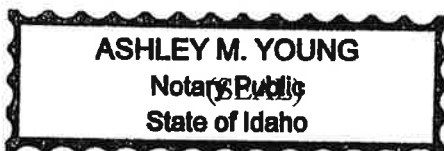
STATE OF IDAHO.)

: ss.

County of Ada.)

On this 5th day of September, 2018, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Justin Martin, known or identified to me to the Manager of Cloud Berry, LLC, a Wyoming limited liability company, the limited liability company that executed the foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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]
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires: 9-19-2022

Exhibit A
Legal Description
(See next two pages.)

Legal Description
Snoqualmie River Subdivision No. 2

A parcel located in the N ½ of the NW ¼ of Section 10, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap Monument marking the northeast corner of the NW ¼ of said Section 10, from which a 5/8 inch diameter iron rebar marking the southeast corner said NW ¼ bears S 0°36'48" W a distance of 2629.12 feet;

Thence S 0°36'48" W along the easterly boundary of said NW ¼ a distance of 1314.56 feet to a 5/8 inch diameter rebar marking the southeast corner of said N ½ of the NW ¼ of Section 10;

Thence N 89°05'09" W along the southerly boundary of said N ½ of the NW ¼ a distance of 1195.52 feet to a 5/8 inch rebar and the **POINT OF BEGINNING**;

Thence continuing N 89°05'09" W along said southerly boundary a distance of 1253.02 feet to a 5/8 inch diameter rebar;

Thence leaving said southerly boundary N 0°36'48" E a distance of 983.51 feet to a 5/8 inch diameter rebar;

Thence S 89°05'09" E a distance of 105.00 feet to a 5/8 inch diameter rebar;

Thence N 45°45'50" E a distance of 21.16 feet to a 5/8 inch diameter rebar;

Thence S 89°05'09" E a distance of 63.00 feet to a 5/8 inch diameter rebar;

Thence S 44°14'10" E a distance of 21.27 feet to a 5/8 inch diameter rebar;

Thence S 89°05'09" E a distance of 673.87 feet to a 5/8 inch diameter rebar;

Thence N 45°54'51" E a distance of 21.21 feet to a 5/8 inch diameter rebar;

Thence S 89°05'09" E a distance of 63.00 feet to a 5/8 inch diameter rebar;

Thence S 44°05'09" E a distance of 21.21 feet to a 5/8 inch diameter rebar;

Thence S 89°05'09" E a distance of 430.00 feet to a 5/8 inch diameter rebar;

Thence N 45°54'51" E a distance of 21.21 feet to a 5/8 inch diameter rebar;

Thence S 89°05'09" E a distance of 63.00 feet to a 5/8 inch diameter rebar;

Thence S 44°05'09" E a distance of 21.21 feet to a 5/8 inch diameter rebar;

Thence S 89°05'09" E a distance of 216.87 feet to a 5/8 inch diameter rebar;

Thence S 0°54'51" W a distance of 84.00 feet to a 5/8 inch diameter rebar;



Snoqualmie River Subdivision No. 2
Job No. 17-27
Page 1 of 2

Thence N 89°05'09" W a distance of 451.29 feet to a 5/8 inch diameter rebar;

Thence S 0°36'48" W a distance of 899.51 feet to the **POINT OF BEGINNING**.

This parcel contains 29.24 acres and is subject to any easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
March 6, 2018



Snoqualmie River Subdivision No. 2
Job No. 17-27
Page 2 of 2

**WARRANTY DEED
(SFN9-A)**

FOR VALUE RECEIVED, Cloud Berry, LLC, a Wyoming limited liability company ("Grantor"), does hereby grant, bargain, sell and convey unto White Sturgeon, LLC, an Idaho limited liability company, whose current address is 3858 N. Garden Center Way, Ste. 200, Boise, ID 83703 (the "Grantee"), the following described premises, to-wit:

See Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the 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 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever.

DATED this 5th day of OCTOBER, 2017.

Cloud Berry, LLC,
a Wyoming limited liability company,

By [Signature]
Justin Martin, Manager

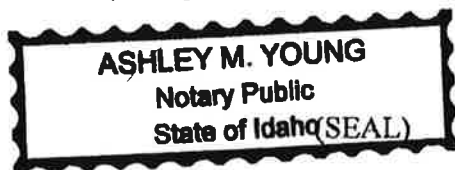
STATE OF IDAHO.)

: ss.

County of Ada.)

On this 5th day of OCTOBER, 2017, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Justin Martin, known or identified to me to be the Manager of Cloud Berry, LLC, a Wyoming limited liability company, the limited liability company that executed the foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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]
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires: 9-19-2022

Exhibit A
Legal Description

Legal Description
Snoqualmie Falls Subdivision No. 9A

A portion of the NE ¼ of Section 10 and the SE ¼ of Section 3, Township 4 North, Range 1 West, Boise Meridian, City of Eagle, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the northwest corner of said NE ¼ of Section 10, from which an Aluminum Cap monument marking the northeast corner of said NE ¼ bears S 89°43'26" E a distance of 2613.22 feet;

Thence S 0°36'48" W along the westerly boundary of said NE ¼ a distance of 1145.62 feet to the **POINT OF BEGINNING**;

Thence leaving said westerly boundary S 89°50'00" E a distance of 461.36 feet to a point;

Thence N 0°10'00" E a distance of 120.00 feet to a point;

Thence N 89°50'00" W a distance of 26.46 feet to a point;

Thence N 0°27'35" E a distance of 112.04 feet to a point;

Thence N 45°27'35" E a distance of 40.00 feet to a point;

Thence N 44°32'25" W a distance of 40.00 feet to a point;

Thence N 0°27'35" E a distance of 618.31 feet to a point;

Thence N 49°36'18" E a distance of 40.00 feet to a point;

Thence N 40°23'42" W a distance of 31.59 feet to a point;

Thence N 8°45'00" E a distance of 302.33 feet to a point;

Thence S 81°15'00" E a distance of 746.62 feet to a 5/8 inch diameter iron pin marking the northwesterly corner of Snoqualmie Falls Subdivision No. 8 as shown in Book 111 of Plats on Pages 15976 thru 15978, records of Ada County, Idaho;

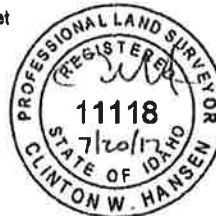
Thence S 0°27'35" W along the westerly boundary of said Snoqualmie Falls Subdivision No. 8 a distance of 1324.80 feet to a point on the centerline of the Middleton Mill Canal;

Thence leaving said westerly boundary N 89°50'00" W along said centerline and the extension thereof a distance of 1226.77 feet to a 5/8 inch diameter iron pin on the westerly boundary of said NE ¼ of Section 10;

Thence N 0°36'48" E along said westerly boundary a distance of 179.36 feet to the **POINT OF BEGINNING**.

This parcel contains 26.63 acres.

Clinton W. Hansen, PLS
Land Solutions, PC
July 20, 2017



Snoqualmie Falls No. 9A
Job No 15-20
Page 1 of 1

**WARRANTY DEED
(SFN10)**

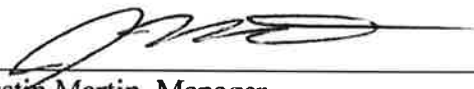
FOR VALUE RECEIVED, Cloud Berry, LLC, a Wyoming limited liability company ("Grantor"), does hereby grant, bargain, sell and convey unto White Sturgeon, LLC, an Idaho limited liability company, whose current address is 3858 N. Garden Center Way, Ste. 200, Boise, ID 83703 (the "Grantee"), the following described premises, to-wit:

See Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the 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 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever.

DATED this 6th day of June, 2018.

Cloud Berry, LLC,
a Wyoming limited liability company,

By 
Justin Martin, Manager

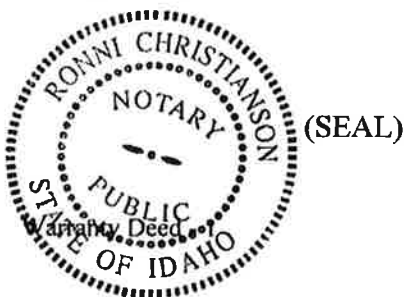
STATE OF IDAHO.)

: ss.

County of Ada.)

On this 6th day of June, 2018, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Justin Martin, known or identified to me to be the Manager of Cloud Berry, LLC, a Wyoming limited liability company, the limited liability company that executed the foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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.



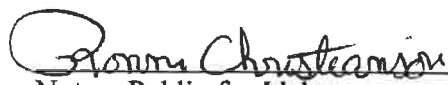

Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires: 7-15-22

Exhibit A

Legal Description

Snoqualmie Falls Subdivision No. 10-A

A parcel located in the NE ¼ of Section 10, Township 4 North, Range 1 West, Boise Meridian, City of Eagle, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the southeast corner of said NE ¼, from which an Aluminum Cap monument marking the southwest corner of said NE ¼ bears N 89°13'45" W a distance of 2620.30 feet;

Thence N 89°13'45" W along the southerly boundary of said NE ¼ a distance of 403.28 feet to a 5/8 inch diameter iron pin marking the southwest corner of Snoqualmie Falls Subdivision No. 7 as shown in Book 110 of Plats on Pages 15667 thru 15669, records of Ada County, Idaho, and the **POINT OF BEGINNING**;

Thence along the westerly boundary of said Snoqualmie Falls Subdivision No. 7 the following described courses:

Thence N 0°00'00" E a distance of 1147.31 feet to a 5/8 inch diameter iron pin;

Thence S 89°50'00" E a distance of 35.17 feet to a 5/8 inch diameter iron pin;

Thence N 0°10'00" E a distance of 180.19 feet to a 5/8 inch diameter iron pin marking the northwest corner of said Snoqualmie Falls Subdivision No. 7;

Thence N 89°50'00" W along the southerly boundaries of Snoqualmie Falls Subdivision No. 5 as shown in Book 107 of Plats on Pages 14975 thru 14978, and Snoqualmie Falls Subdivision No. 8 as shown in Book 111 of Plats on Pages 15976 thru 15978, records of Ada County, Idaho a distance of 555.70 feet to a point;

Thence leaving said southerly boundary S 0°00'00" W a distance of 1067.12 feet to a point;

Thence S 30°53'06" E a distance of 107.20 feet to a point;

Thence S 0°46'15" W a distance of 163.60 feet to a point on the southerly boundary of said NE ¼;

Thence S 89°13'45" E along said southerly boundary a distance of 467.22 feet to the **POINT OF BEGINNING**.

This parcel contains 15.70 acres and is subject to any easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
July 11, 2017



LandSolutions
Land Surveying and Consulting

Snoqualmie Falls No. 10-A
Job No. 17-31
Page 1 of 1

ACCOMMODATION
RECORDING

**WARRANTY DEED
(SRN1)**

FOR VALUE RECEIVED, Cloud Berry, LLC, a Wyoming limited liability company ("Grantor"), does hereby grant, bargain, sell and convey unto White Sturgeon, LLC, an Idaho limited liability company, whose current address is 3858 N. Garden Center Way, Ste. 200, Boise, ID 83703 (the "Grantee"), the following described premises, to-wit:

See Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the 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 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever.

DATED this 5th day of OCTOBER, 2017.

Cloud Berry, LLC,
a Wyoming limited liability company,

By [Signature]
Justin Martin, Manager

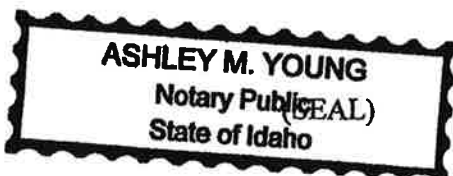
STATE OF IDAHO.)

: ss.

County of Ada.)

On this 5th day of OCTOBER, 2017, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Justin Martin, known or identified to me to be the Manager of Cloud Berry, LLC, a Wyoming limited liability company, the limited liability company that executed the foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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]
Notary Public for Idaho
Residing at BOISE, Idaho
Commission Expires: 9-19-2022

Exhibit A
Legal Description for Snoqualmie River Subdivision No. 1

A parcel located in the NW ¼ of Section 10, Township 4 North, Range 1 West, Boise Meridian, City of Eagle, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the northeast corner of said NW ¼, from which an Aluminum Cap monument marking the northeast corner of said Section 10 bears S 89°43'26" E a distance of 2613.22 feet;

Thence S 0°36'48" W along the easterly boundary of said NW ¼ a distance of 315.72 feet to the **POINT OF BEGINNING**;

Thence leaving said easterly boundary N 89°23'12" W a distance of 32.49 feet to a point;

Thence S 45°28'40" W a distance of 21.26 feet to a point;

Thence N 89°05'09" W a distance of 200.00 feet to a point;

Thence N 44°14'10" W a distance of 21.27 feet to a point;

Thence N 89°05'09" W a distance of 63.00 feet to a point;

Thence S 45°45'50" W a distance of 21.16 feet to a point;

Thence N 89°05'09" W a distance of 403.28 feet to a point;

Thence S 0°54'51" W a distance of 84.00 feet to a point;

Thence N 89°05'09" W a distance of 451.29 feet to a point;

Thence S 0°36'48" W a distance of 899.51 feet to a point;

Thence S 89°05'09" E a distance of 1195.51 feet to a point on the easterly boundary of said NW ¼;

Thence N 0°36'48" E a distance of 998.83 feet to the **POINT OF BEGINNING**.

This parcel contains 26.16 acres and is subject to any easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
July 11, 2017



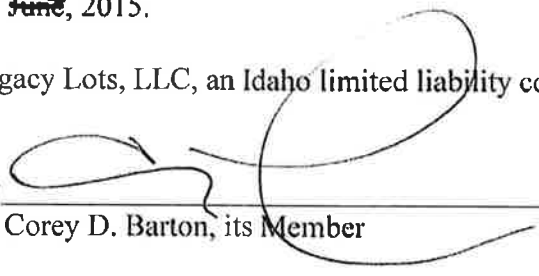
QUITCLAIM DEED

LEGACY LOTS, LLC, an Idaho limited liability company (the "Grantor"), does hereby convey, release, remise and forever quitclaim unto BRAHMA, LLC, an Idaho limited liability company, whose current address is 3858 N. Garden Center Way, Ste. 200, Boise, ID 83703 (the "Grantee"), its interest in and to the following described property located in Ada County, State of Idaho, more particularly described as follows, to wit:

Lot 116 in Block 6 of Mosca Seca No. 2, according to the official plat thereof, filed in Book 101 of Plats at Pages 13328 through 13333, records of Ada County, Idaho.

DATED this 7th day of ~~June~~ ^{July}, 2015.

Legacy Lots, LLC, an Idaho limited liability company,

By 

Corey D. Barton, its Member

STATE OF IDAHO,)

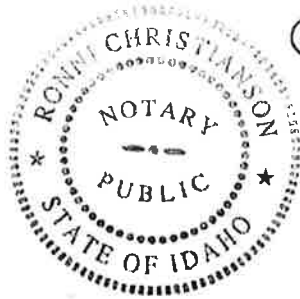
: ss.

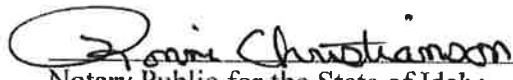
County of Ada.)

On this 7th day of ~~June~~ ^{July} 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Core D. Barton, known or identified to me to be the Member of Legacy Lots, LLC, an Idaho limited liability company, the limited liability company that executed the foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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)




Notary Public for the State of Idaho
Residing at Boise, Idaho
My commission expires: 6-30-16

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=1 CHE FOWLER
WORST FITZGERALD & STOVER

2015-074401
08/13/2015 03:44 PM
AMOUNT:\$10.00



00133306201500744010010014

16277082

FOR VALUE RECEIVED, Cloud Berry, LLC, a Wyoming limited liability company (“Grantor”), does hereby grant, bargain, sell and convey unto Brahma, LLC, an Idaho limited liability company, whose current address is 3858 N. Garden Center Way, Ste. 200, Boise, ID 83703 (the “Grantee”), the following described premises, to-wit:

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the 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 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever.

Cloud Berry, LLC,
a Wyoming limited liability company,

By Justin Martin
Justin Martin, Manager

STATE OF IDAHO.)
 : ss.
County of Ada.)

On this 16 day of August, 2016, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Justin Martin, known or identified to me to be the Manager of Cloud Berry, LLC, a Wyoming limited liability company, the limited liability company that executed the foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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.



Warranty Deed

Notary Public for Idaho
Residing at BORER, Idaho
Commission Expires: 7/30/2024

Exhibit A

Legal Description

Snoqualmie Falls Subdivision No. 8

A portion of the NE ¼ of Section 10 and the SE ¼ of Section 3, Township 4 North, Range 1 West, Boise Meridian, City of Eagle, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the northwest corner of said NE ¼ of Section 10, from which an Aluminum Cap monument marking the northeast corner of said NE ¼ bears S 89°43'26" E a distance of 2613.22 feet;

Thence S 89°43'26" E along the northerly boundary of said NE ¼ a distance of 1223.21 feet to a 5/8 inch diameter iron pin and the POINT OF BEGINNING;

Thence leaving said northerly boundary N 0°27'35" E a distance of 2.20 feet to a 5/8 inch diameter iron pin;

Thence S 81°15'00" E a distance of 33.57 feet to a 5/8 inch diameter iron pin;

Thence S 87°04'44" E a distance of 787.50 feet to a 5/8 inch diameter iron pin on the westerly boundary of Snoqualmie Falls Subdivision No. 5 as shown in Book 107 of Plats on Pages 14975 thru 14978, records of Ada County, Idaho;

Thence S 0°27'35" W along said westerly boundary a distance of 1281.95 feet to a point marking the southwest corner of said Snoqualmie Falls Subdivision No. 5;

Thence leaving said westerly boundary N 89°50'00" W along the centerline of the Middleton Mill Canal a distance of 820.01 feet to a 5/8 inch diameter iron pin;

Thence leaving said centerline N 0°27'35" E a distance of 1322.61 feet to the POINT OF BEGINNING.

This parcel contains 24.51 acres.

Clinton W. Hansen, PLS
Land Solutions, PC
July 15, 2015



LandSolutions
Land Surveying and Consulting

Snoqualmie Falls No. 7
Job No 15-10
Page 1 of 1

ACCOMMODATION RECORDING

WARRANTY DEED

For Value Received,

Cloud Berry, LLC, a Wyoming limited liability company, the Grantor, does hereby grant, bargain sell and convey unto, **Brahma, LLC, an Idaho limited liability company**, whose current address is **3858 N. Garden Center Way, Ste. 200, Boise, ID 83703**, the Grantee, the following described premises, in **Ada County, Idaho**, To Wit:

Exhibit "A" Attached

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its 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 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; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including 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. Whenever the context so requires, the singular number includes the plural.

Dated: 06/29/2015

Cloud Berry, LLC, a Wyoming limited liability company

By: 
Justin Martin, Manager

State of Idaho, County of Ada, ss.

On this 30 day of June 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Justin Martin, known or identified to me to be a manager of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

Autumn Jensen
Notary Public for Idaho
My Commission Expires: 2/22/2016

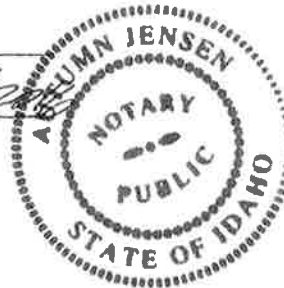


Exhibit A – Legal Description Follows

LEGAL DESCRIPTION Snoqualmie Falls Subdivision No. 6

A resubdivision of a portion of Lot 8, Block 6 of Snoqualmie Falls Subdivision No. 4 as shown in Book 107 of Plats on Pages 14807 thru 14810, and Lot 4, Block 8 of Mosca Seca Subdivision No. 2 as shown in Book 101 of Plats on Pages 13328 thru 13333, records of Ada County, Idaho, and being located in the NW ¼ of Section 11, Township 4 North, Range 1 West, Boise Meridian, City of Eagle, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the southwest corner of said NW ¼, from which an Aluminum Cap monument marking the northwest corner of said NW ¼ bears N 0°27'35" E a distance of 2661.71 feet;

Thence S 80°22'08" E along the southerly boundary of said NW ¼ a distance of 506.12 feet to a 5/8 inch diameter iron pin and the POINT OF BEGINNING;

Thence leaving said southerly boundary N 0°48'15" E a distance of 149.81 feet to a 5/8 inch diameter iron pin;

Thence N 88°22'08" W a distance of 32.85 feet to a 5/8 inch diameter iron pin;

Thence N 0°37'54" E a distance of 60.00 feet to a 5/8 inch diameter iron pin;

Thence N 0°48'15" E a distance of 83.55 feet to a 5/8 inch diameter iron pin;

Thence N 13°08'25" E a distance of 116.21 feet to a 5/8 inch diameter iron pin;

Thence N 20°17'33" E a distance of 184.77 feet to a 5/8 inch diameter iron pin;

Thence N 0°24'44" W a distance of 88.31 feet to a 5/8 inch diameter iron pin;

Thence N 24°00'00" W a distance of 129.28 feet to a 5/8 inch diameter iron pin;

Thence N 20°10'38" E a distance of 80.00 feet to a 5/8 inch diameter iron pin;

Thence a distance of 57.87 feet along the arc of a 70.00 foot radius non-tangent curve left, said curve having a central angle of 43°10'30" and a long chord bearing N 88°38'19" E a distance of 51.03 feet to a 5/8 inch diameter iron pin;

Thence N 67°00'00" E a distance of 20.47 feet to a 5/8 inch diameter iron pin;

Thence N 21°30'00" E a distance of 28.04 feet to a 5/8 inch diameter iron pin;

Thence N 24°00'00" W a distance of 48.98 feet to a 5/8 inch diameter iron pin;

Thence a distance of 141.37 feet along the arc of a 330.00 foot radius curve right, said curve having a central angle of 24°32'40" and a long chord bearing N 11°43'40" W a distance of 140.28 feet to a 5/8 inch diameter iron pin;

Thence N 0°12'40" E a distance of 76.00 feet to a 5/8 inch diameter iron pin on the northerly boundary of said Lot 6 of Block 4 of Snoqualmie Falls Subdivision No. 4;

Thence along said northerly boundary the following described courses;

Thence S 85°53'35" E a distance of 5.45 feet to a 5/8 inch diameter iron pin.

LAND SOLUTIONS
A Subsidiary of Landmark Group, Inc.

Snoqualmie Falls No. 6
Job No. 15416
Page 1 of 2

Thence S 0°32'40" W a distance of 1.09 feet to a 5/8 inch diameter iron pin;
 Thence S 68°27'20" E a distance of 50.00 feet to a 5/8 inch diameter iron pin;
 Thence N 0°32'40" E a distance of 3.25 feet to a 5/8 inch diameter iron pin;
 Thence N 77°41'33" E a distance of 71.33 feet to a 5/8 inch diameter iron pin;
 Thence N 88°27'40" E a distance of 91.55 feet to a 5/8 inch diameter iron pin;
 Thence S 80°31'43" E a distance of 71.75 feet to a 5/8 inch diameter iron pin;
 Thence S 84°31'08" E a distance of 78.60 feet to a 5/8 inch diameter iron pin;
 Thence S 75°57'41" E a distance of 71.30 feet to a 5/8 inch diameter iron pin;
 Thence S 74°14'21" E a distance of 94.33 feet to a 5/8 inch diameter iron pin;
 Thence N 07°00'51" E a distance of 50.22 feet to a 5/8 inch diameter iron pin;
 Thence N 84°47'08" E a distance of 58.22 feet to a 5/8 inch diameter iron pin;
 Thence N 42°24'20" E a distance of 58.22 feet to a 5/8 inch diameter iron pin;
 Thence S 50°46'22" E a distance of 15.00 feet to a 5/8 inch diameter iron pin marking the northeast corner of said Lot B;

Thence S 0°37'54" W along the easterly boundary of said Lot 6 and the westerly boundary of said Lot 4 of Block 6 of Mosca Seco Subdivision No. 2 a distance of 578.55 feet to a 5/8 inch diameter iron pin;

Thence continuing along said boundary S 20°66'28" W a distance of 374.85 feet to a 5/8 inch diameter iron pin;

Thence continuing along said boundary and the prolongation thereof S 0°37'54" W a distance of 250.14 feet to a 5/8 inch diameter iron pin on the southerly boundary of said Mosca Seco Subdivision No. 2 and the southerly boundary of said NW 1/4;

Thence N 89°22'08" W along said southerly boundary a distance of 600.64 feet to the POINT OF BEGINNING.

This parcel contains 17.71 acres.

Canton W. Hansen, PLS
 Land Solutions, PC
 March 5, 2015



Land Solutions
 Surveying and Consulting

Subquadrant Folio No. 8
 Job No. 15-10
 Page 2 of 2

ACCOMMODATION
RECORDING

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=3 BONNIE OBERBILLIG
TITLEONE BOISE

2015-089698
09/28/2015 11:56 AM
\$16.00

WARRANTY DEED

FOR VALUE RECEIVED, Cloud Berry, LLC, a Wyoming limited liability company ("Grantor"), does hereby grant, bargain, sell and convey unto Brahma, LLC, an Idaho limited liability company, whose current address is 3858 N. Garden Center Way, Ste. 200, Boise, ID 83703 (the "Grantee"), the following described premises, to-wit:

See Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the 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 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever.

DATED this 28th day of September, 2015.

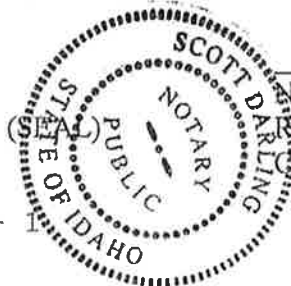
Cloud Berry, LLC,
a Wyoming limited liability company,

By [Signature]
Justin Martin, Manager

STATE OF IDAHO.)
: ss.
County of Ada.)

On this 28th day of September, 2015, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Justin Martin, known or identified to me to be the Manager of Cloud Berry, LLC, a Wyoming limited liability company, the limited liability company that executed the foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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]
Notary Public for Idaho
Residing at _____, Idaho
Commission Expires: _____

Warranty Deed - 1

RESIDING: BOISE, ID
COMMISSION EXPIRES: 11-28-19

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

RESIDING: BOISE, ID
COMMISSION EXPIRES: 11-28-19

Exhibit A

Legal Description

Snoqualmie Falls Subdivision 7 – Brahma, LLC Portion

A parcel being a portion of Lot 6, Block 6 of Snoqualmie Falls Subdivision No. 4 as shown in Book 107 of Plats on Pages 14807 thru 14810, and Lot 4, Block 6 of Mosca Seca Subdivision No. 2 as shown in Book 101 of Plats on Pages 13328 thru 13333, records of Ada County, Idaho, and a portion of the NW ¼ of Section 11 and the NE ¼ of Section 10, Township 4 North, Range 1 West, Boise Meridian, City of Eagle, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the northwest corner of said NE ¼ of Section 10, from which an Aluminum Cap monument marking the northeast corner of said NE ¼ bears S 89°43'26" E a distance of 2613.22 feet;

Thence S 0°36'48" W along the westerly boundary of said NE ¼ a distance of 2629.12 feet to a 5/8 inch diameter iron pin marking the southwest corner of said NE ¼;

Thence S 89°13'45" E along the southerly boundary of said NE ¼ a distance of 2217.02 feet to a point;

Thence leaving said southerly boundary N 0°00'00" E a distance of 338.85 feet to the **POINT OF BEGINNING**;

Thence continuing N 0°00'00" E a distance of 808.46 feet to a point;

Thence S 89°50'00" E a distance of 35.17 feet to a point;

Thence N 0°10'00" E a distance of 180.19 feet to a point on the southerly boundary of Snoqualmie Falls Subdivision No. 5 as shown in Book 107 of Plats on Pages 14975 thru 14978, records of Ada County, Idaho;

Thence S 89°50'00" E along said southerly boundary a distance of 580.25 feet to a 5/8 inch diameter iron pin marking the southeast corner of said Snoqualmie Falls Subdivision No. 5;

Thence N 0°35'54" E along the easterly boundary of said Snoqualmie Falls Subdivision No. 5 a distance of 50.00 feet to a 5/8 inch diameter iron pin on the southerly boundary of said Snoqualmie Falls Subdivision No. 4;

Thence along said southerly boundary of Snoqualmie Falls Subdivision No. 4 the following described courses:

Thence S 89°50'00" E a distance of 66.40 feet to a 5/8 inch diameter iron pin;

Thence a distance of 103.34 feet along the arc of a 150.00 foot radius curve right, said curve having a central angle of 39°28'18" and a long chord bearing S 70°05'51" E a distance of 101.31 feet to a 5/8 inch diameter iron pin;

Thence S 50°21'42" E a distance of 198.26 feet to a 5/8 inch diameter iron pin;

Thence leaving said southerly boundary S 50°21'42" E along the northerly boundary of said Lot 6 of Block 6 of Snoqualmie Falls Subdivision No. 4 a distance of 80.77 feet to a 5/8 inch diameter iron pin;

Thence continuing along said northerly boundary S 65°53'35" E a distance of 74.88 feet to a 5/8 inch diameter iron pin;

Thence leaving said northerly boundary S 0°32'40" W a distance of 76.00 feet to a point;



Snoqualmie Falls No. 7
Job No. 15-10
Page 1 of 2

Thence a distance of 141.37 feet along the arc of a 330.00 foot radius curve left, said curve having a central angle of 24°32'40" and a long chord bearing S 11°43'40" E a distance of 140.29 feet to a point;

Thence S 24°00'00" E a distance of 46.98 feet to a point;

Thence S 21°30'00" W a distance of 28.04 feet to a point;

Thence S 67°00'00" W a distance of 20.47 feet to a point;

Thence a distance of 52.87 feet along the arc of a 70.00 foot radius curve right, said curve having a central angle of 43°16'38" and a long chord bearing S 88°38'19" W a distance of 51.63 feet to a point;

Thence S 20°16'38" W a distance of 60.00 feet to a point;

Thence S 24°00'00" E a distance of 129.28 feet to a point;

Thence S 0°24'44" E a distance of 88.31 feet to a point;

Thence S 20°17'33" W a distance of 184.77 feet to a point;

Thence S 13°09'25" W a distance of 78.86 feet to a point;

Thence N 89°22'06" W along the southerly boundary of said NW ¼ a distance of 977.97 feet to the **POINT OF BEGINNING**.

This parcel contains 23.27 acres.

Clinton W. Hansen, PLS
Land Solutions, PC
September 3, 2015



Snoqualmie Falls No. 7
Job No. 15-10
Page 2 of 2

ELECTRONICALLY RECORDED
 STAMPED FIRST PAGE NOW
 INCORPORATED AS PART OF
 THE ORIGINAL DOCUMENT.

FOR VALUE RECEIVED, Cloud Berry, LLC, an Idaho limited liability company (“**Grantor**”), does hereby grant, bargain, sell and convey unto Horseshoe Flats, LLC, an Idaho limited liability company, whose current address is P.O. Box 1359, Caldwell, Idaho 83606 (the “**Grantee**”), the following described premises, to-wit:

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the 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 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever.

By Brian F. McColl
Brian F. McColl, its Manager

Loroni Christensen
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires: 6/30/16

Warranty D

ACCOMMODATION
RECORDING

ADA COUNTY RECORDER Christopher D. Rich AMOUNT 13.00 2
BOISE IDAHO 06/18/2013 03:14 PM
DEPUTY Lisa Irby
Simplifile Electronic Recording
RECORDED-REQUEST OF
TITLEONE BOISE
113067896

WARRANTY DEED

FOR VALUE RECEIVED, Cloud Berry, LLC, an Idaho limited liability company ("Grantor"), does hereby grant, bargain, sell and convey unto Horseshoe Flats, LLC, an Idaho limited liability company, whose current address is P.O. Box 1359, Caldwell, Idaho 83606 (the "Grantee"), the following described premises, to-wit:

See Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the 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 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever.

DATED this 18th day of June, 2013.

Cloud Berry, LLC,
an Idaho limited liability company,

By Brian F. McColl
Brian F. McColl, its Manager

STATE OF IDAHO.)
: ss.
County of Ada.)

On this 18 day of June, 2013, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Brian F. McColl, known or identified to me to be the Manager of Cloud Berry, LLC, an Idaho limited liability company, the limited liability company that executed the foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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.



Ronni Christensen
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires: 6/30/16

Warranty Deed

Exhibit A – Legal Description

**DESCRIPTION FOR
SNOQUALMIE FALLS SUBDIVISION NO.3**

April 3, 2013

A PARCEL OF LAND BEING A PORTION OF SW ¼ OF SECTION 2 AND THE NW ¼ OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN, CITY OF EAGLE, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 2, T.4 N., R.1 W., B.M.;

THENCE N 00°48'40" E 526.91 FEET ALONG THE WEST LINE OF THE SW ¼ OF SECTION 2 TO A POINT;

THENCE S 89°17'11" E 146.01 FEET TO THE **REAL POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE S 89°17'11" E 2257.18 FEET TO A POINT;

THENCE S 00°31'20" W 26.20 FEET TO A POINT;

THENCE N 89°20'08" W 622.45 FEET TO A POINT;

THENCE S 01°00'28" W 524.69 FEET TO A POINT;

THENCE N 89°53'19" E 100.37 FEET TO THE NORTHWEST CORNER OF SNOQUALMIE FALLS SUBDIVISION NO. 1;

THENCE S 03°24'01" E 98.58 FEET TO THE NORTHEAST CORNER OF SNOQUALMIE FALLS SUBDIVISION NO. 2;

ALONG THE NORTH BOUNDARY OF SNOQUALMIE FALLS SUBDIVISION NO. 2 THE FOLLOWING:

THENCE S 86°35'59" W 114.58 FEET TO A POINT;

THENCE N 86°50'00" W 1623.29 FEET TO A NORTHWEST CORNER OF SNOQUALMIE FALLS SUBDIVISION NO. 2;

THENCE N 00°27'35" E 100.11 FEET TO A POINT;

THENCE N 86°50'00" W 3.04 FEET TO A POINT;

THENCE N 00°42'49" E 486.80 TO THE **REAL POINT OF BEGINNING** OF THIS DESCRIPTION, SAID PARCEL CONTAINING 23.93 ACRES, MORE OR LESS..

MICHAEL E. MARKS P.L.S. NO.4998





WARRANTY DEED

FOR VALUE RECEIVED, Cloud Berry, LLC, an Idaho limited liability company ("Grantor"), does hereby grant, bargain, sell and convey unto Horseshoe Flats, LLC, an Idaho limited liability company, whose current address is P.O. Box 1359, Caldwell, Idaho 83606 (the "Grantee"), the following described premises, to-wit:

See Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the 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 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever.

DATED this 18 day of September, 2012.

Cloud Berry, LLC,
an Idaho limited liability company,

By Brian F. McColl
Brian F. McColl, its Manager

STATE OF IDAHO,)
 : ss.
County of Ada.)

On this 18th day of September, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian F. McColl, known or identified to me to be the Manager of Cloud Berry, LLC, an Idaho limited liability company, the limited liability company that executed the foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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.



Ronni Christianson
Notary Public for the State of Idaho
Residing at Boise, Idaho
My commission expires: 6/30/16

**DESCRIPTION FOR
SNOQUALMIE FALLS SUBDIVISION NO. 1**

July 24, 2012

A PARCEL OF LAND BEING A PORTION OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN, CITY OF EAGLE, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NE $\frac{1}{4}$ (NORTH $\frac{1}{4}$ CORNER) OF SECTION 11, T.4 N., R 1 W., B.M. THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE S 89°19'36" E 36.00 FEET ALONG THE NORTH LINE OF THE NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SAID SECTION 11 TO A POINT;

THENCE S 00°31'06" W 75.00 FEET TO A POINT;

THENCE S 89°19'47" E 592.53 FEET TO THE NORTHWEST CORNER OF LOT 5, BLOCK 7, MOSCA SECA SUBDIVISION NO.1;

ALONG THE BOUNDARY OF MOSCA SECA SUBDIVISION NO.1 THE FOLLOWING

THENCE S 04°17'30" W 194.74 FEET TO A POINT;

THENCE N 85°42'30" W 48.93 FEET TO A POINT;

THENCE S 04°17'30" W 50.00 FEET TO A POINT;

THENCE S 08°41'56" W 194.39 FEET TO A POINT;

THENCE N 81°18'04" W 280.00 FEET TO A POINT;

THENCE N 75°57'18" W 104.45 FEET TO A POINT

THENCE N 77°46'37" W 198.11 FEET TO A POINT;

THENCE N 75°00'10" W 124.76 FEET TO A POINT;

THENCE N 66°20'13" W 75.83 FEET TO A POINT;

THENCE N 81°06'10" W 107.07 FEET TO A POINT;

THENCE S 82°06'58" W 95.12 FEET TO A POINT;

THENCE S 86°35'59" W 300.00 FEET TO A POINT;

LEAVING THE BOUNDARY OF MOSCA SECA SUBDIVISION NO.1

THENCE N 03°24'01" W 347.58 FEET TO A POINT;

THENCE N 89°53'19" E 671.48 FEET TO A POINT;

THENCE N 48°02'35" E 14.12 FEET TO A POINT ON THE NORTH LINE OF THE NW $\frac{1}{4}$ OF SAID SECTION 11;

THENCE S 89°15'20" E 68.51 FEET TO THE REAL POINT OF BEGINNING OF THIS
DESCRIPTION, THIS PARCEL COMPRISING 11.22 ACRES, MORE OR LESS.

MICHAEL E. MARKS P.L.S. NO 4998





113020485

CORRECTED WARRANTY DEED

This Corrected Warranty Deed is being recorded to replace the original Warranty Deed filed as Ada County Instrument No. 113006149, to correct the legal description.

FOR VALUE RECEIVED, Cloud Berry, LLC, an Idaho limited liability company (“**Grantor**”), does hereby grant, bargain, sell and convey unto Horseshoe Flats, LLC, an Idaho limited liability company, whose current address is P.O. Box 1359, Caldwell, Idaho 83606 (the “**Grantee**”), the following described premises, to-wit:

See Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the 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 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever.

DATED this 25th day of February, 2013.

Cloud Berry, LLC,
an Idaho limited liability company,

By Brian F. McColl
Brian F. McColl, its Manager

[illegible]

On this 25 day of February, 2013, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Brian F. McColl, known or identified to me to be the Manager of Cloud Berry, LLC, an Idaho limited liability company, the limited liability company that executed the foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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.



Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires: 6/30/16

Corrected Warrant/Deed

EXHIBIT A

CORRECTED DESCRIPTION FOR SNOQUALMIE FALLS SUBDIVISION NO.2

February 17, 2013

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN, CITY OF EAGLE, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NW ¼ (NORTH ¼ CORNER) OF SECTION 11, T.4 N., R.1 W., B.M.;

ALONG THE BOUNDARY OF SNOQUALMIE FALLS SUBDIVISION NO. 1 THE FOLLOWING:

THENCE N 89°15'20" W 68.51 FEET ALONG THE NORTH LINE OF THE NW ¼ OF SECTION 11 TO A POINT;

THENCE S 48°02'35" W 14.12 FEET TO A POINT;

THENCE S 89°53'19" W 671.48 FEET TO THE NORTHWEST CORNER OF SNOQUALMIE FALL SUBDIVISION NO. 1;

THENCE S 03°24'01" E 98.58 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE S 03°24'01" E 74.00 FEET TO A POINT ON A CURVE;

LEAVING THE BOUNDARY OF SNOQUALMIE FALLS SUBDIVISION NO. 1 AND ALONG THE BOUNDARY OF MOSCA SECA SUBDIVISION NO. 1 THE FOLLOWING:

THENCE 32.71 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 18°44'35", A TANGENT OF 16.51 FEET AND A CHORD BEARING S 77°13'42" W 32.57 FEET TO A POINT OF REVERSED CURVATURE;

THENCE 10.47 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 32.00 FEET, A DELTA ANGLE OF 18°44'35", A TANGENT OF 5.28 FEET AND A CHORD BEARING S 77°13'42" W 10.42 FEET TO A POINT OF TANGENCY;

THENCE S 86°35'59" W 34.06 FEET TO A POINT;

THENCE S 44°48'49" W 29.83 FEET TO A POINT;

THENCE S 03°01'40" W 238.11 FEET TO A POINT;

THENCE N 86°58'20" W 110.00 FEET TO A POINT;

THENCE N 86°05'03" W 230.35 FEET TO A POINT;

THENCE N 87°40'30" W 119.50 FEET TO A POINT;

THENCE N 80°28'05" W 148.31 FEET TO A POINT;

THENCE S 88°19'44" W 206.64 FEET TO A POINT;

THENCE S 71°23'40" W 85.56 FEET TO A POINT;

THENCE S 65°11'48" W 96.03 FEET TO A POINT;
THENCE S 82°38'20" W 140.51 FEET TO A POINT;
THENCE S 88°19'19" W 144.47 FEET TO A POINT;
THENCE S 00°35'54" W 10.00 FEET TO A POINT
LEAVING THE BOUNDARY OF SAID MOSCA SECA SUBDIVISION NO.1
THENCE N 89°24'05" W 369.91 FEET TO A POINT;
THENCE N 00°27'35" E 478.25 FEET TO A POINT;
THENCE S 86°50'00" E 1623.29 FEET TO A POINT;
THENCE N 86°35'59" E 114.58 FEET TO THE REAL POINT OF BEGINNING OF THIS
DESCRIPTION, THIS PARCEL COMPRISING 14.69 ACRES, MORE OR LESS.

MICHAEL E. MARKS P.L.S. NO.4998



ACCOMMODATION
RECORDING

ADA COUNTY RECORDER Christopher D. Rich AMOUNT 22.00 5
BOISE IDAHO 01/28/2014 12:45 PM
DEPUTY Victoria Bailey
Simplifile Electronic Recording
RECORDED-REQUEST OF
TITLEONE BOISE
114006938

WARRANTY DEED

FOR VALUE RECEIVED, Cloud Berry, LLC, a Wyoming limited liability company ("Grantor"), does hereby grant, bargain, sell and convey unto Horseshoe Flats, LLC, an Idaho limited liability company, whose current address is 3858 N. Garden Center Way, Ste. 200, Boise, ID 83703 (the "Grantee"), the following described premises, to-wit:

See Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the 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 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever.

DATED this 27 day of January, 2014.

Cloud Berry, LLC,
a Wyoming limited liability company,

By [Signature]
Justin Martin, Manager

STATE OF IDAHO.)

: ss.

County of Ada.)

On this 27 day of January, 2014, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Justin Martin, known or identified to me to be the Manager of Cloud Berry, LLC, a Wyoming limited liability company, the limited liability company that executed the foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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]
Notary Public for Idaho
Residing at _____, Idaho
Commission Expires: _____

RESIDING: BOISE, ID
COMMISSION EXPIRES: 11-28-19

Warranty Deed

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

FOR VALUE RECEIVED, Cloud Berry, LLC, a Wyoming limited liability company (“**Grantor**”), does hereby grant, bargain, sell and convey unto Horseshoe Flats, LLC, an Idaho limited liability company, whose current address is 3858 N. Garden Center Way, Ste. 200, Boise, ID 83703 (the “**Grantee**”), the following described premises, to-wit:

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the 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 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever.

Cloud Berry, LLC,
a Wyoming limited liability company,

STATE OF IDAHO.)
) ss.
County of Ada.)

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

RESIDING: BOISE, ID
COMMISSION EXPIRES: 11-28-19

The seal of the Secretary of the State of Idaho is a circular emblem. It features a central five-pointed star. Around the star, the words "SECRETARY" and "PUBLIC" are inscribed. The outer ring of the seal contains the text "SCOTT DARLING" at the top and "STATE OF IDAHO" at the bottom, separated by small dots.

EXHIBIT A

June 12, 2013

**DESCRIPTION FOR
SNOQUALMIE FALLS SUBDIVISION NO. 4**

A parcel of land being a portion of Lot 2, Block 6, Mosca Seca Subdivision No. 1, as filed for record in Book 100 of Plats at Page 13036, records of Ada County, Idaho, and of the Northwest $\frac{1}{4}$ of Section 11, T. 4 N. R. 1 W., B.M., Eagle, Ada County, Idaho; more particularly described as follows:

Commencing at an iron pipe marking the Northeast corner of the Northwest $\frac{1}{4}$ (North $\frac{1}{4}$ corner) of said Section 11, said point being on the northerly boundary of Snoqualmie Falls Subdivision No. 1, as filed for record in Book 104 of Plats at Page 14169, records of Ada County, Idaho, and from which the Northeast corner of said Section bears South $89^{\circ}19'36''$ East, 2644.58 feet, thence along the north boundary of said Northwest $\frac{1}{4}$ North $89^{\circ}12'08''$ West, 2629.70 feet to an aluminum cap marking the Northwest corner of said Section 11, thence along the west boundary of said section South $00^{\circ}27'26''$ West, 539.19 feet; thence South $89^{\circ}32'34''$ East, 150.09 feet to the southwesterly corner of Snoqualmie Falls Subdivision No. 2, as filed for record in Book 105 of Plats at Pages 14267 & 14268, records of Ada County, Idaho, the **REAL POINT OF BEGINNING**;

Thence along the southerly boundary of said Snoqualmie Falls Subdivision No. 2 South $89^{\circ}24'05''$ East, 369.91 feet to a point on the westerly boundary of Lot 1, Block 6 of said Mosca Seca Subdivision No. 1;

Thence along the westerly boundary of said Lot 1 Block 6 South $00^{\circ}35'54''$ West, 531.85 feet to the northwesterly corner of Lot 2, Block 6 of said Mosca Seca Subdivision No. 1;

Along the northerly, easterly and southerly boundary of said Lot 2, Block 6:

Thence North $70^{\circ}44'54''$ East, 172.86 feet to a point of curvature;

Thence 77.50 feet along the arc of a curve to the left, said curve having a radius of 45.50 feet, a delta angle of $97^{\circ}35'59''$, and a long chord bearing North $21^{\circ}56'54''$ East, 68.47 feet to a point on a curve;

Thence North $26^{\circ}50'59''$ West, 124.30 feet to a point;

Thence North $63^{\circ}09'00''$ East, 258.53 feet to a point of curvature;

Thence 20.30 feet along the arc of a curve to the right, said curve having a radius of 14.50 feet, a delta angle of $80^{\circ}13'22''$, and a long chord bearing South $76^{\circ}44'19''$ East, 18.68 feet to a point of reverse curvature;

Thence 51.86 feet along the arc of a curve to the left, said curve having a radius of 35.50 feet, a delta angle of $83^{\circ}42'34''$, and a long chord bearing South $78^{\circ}28'55''$ East, 47.37 feet to a point on a curve;

Thence North $59^{\circ}40'07''$ East, 172.54 feet to a point of curvature;

Thence 59.50 feet along the arc of a curve to the right, said curve having a radius of 35.64 feet, a delta angle of $95^{\circ}38'45''$, and a long chord bearing South $72^{\circ}30'31''$ East, 52.82 feet to a point on a curve;

Thence South $29^{\circ}37'36''$ East, 107.81 feet to a point of curvature;

Thence 73.54 feet along the arc of a curve to the left, said curve having a radius of 51.85 feet, a delta angle of $81^{\circ}15'40''$, and a long chord bearing South $70^{\circ}15'27''$ East, 67.53 feet to a point on a curve;

Thence North $64^{\circ}36'52''$ East, 457.63 feet to a point of curvature;

Thence 10.94 feet along the arc of a curve to the left, said curve having a radius of 21.05 feet, a delta angle of $29^{\circ}46'01''$, and a long chord bearing North $49^{\circ}43'52''$ East, 10.81 feet to a point on a curve;

Thence South $62^{\circ}01'21''$ East, 95.44 feet to a point;

Thence North $57^{\circ}14'31''$ East, 33.29 feet to a point;

Thence South $89^{\circ}04'55''$ East, 86.51 feet to a point of curvature;

Thence 150.53 feet along the arc of a curve to the right, said curve having a radius of 137.14 feet, a delta angle of $62^{\circ}53'25''$, and a long chord bearing South $57^{\circ}38'13''$ East, 143.09 feet to a point of reverse curvature;

Thence 185.10 feet along the arc of a curve to the left, said curve having a radius of 590.00 feet, a delta angle of $17^{\circ}58'33''$, and a long chord bearing South $35^{\circ}10'47''$ East, 184.35 feet to a point on a curve;

Thence 71.73 feet along the arc of a non-tangent curve to the left, said curve having a radius of 382.00 feet, a delta angle of $10^{\circ}45'34''$, and a long chord bearing South $38^{\circ}17'09''$ West, 71.63 feet to a point of compound curvature;

Thence 155.01 feet along the arc of a curve to the left, said curve having a radius of 320.84 feet, a delta angle of $27^{\circ}40'56''$, and a long chord bearing South $19^{\circ}03'54''$ West, 153.51 feet to a point of tangency;

Thence South $05^{\circ}13'27''$ West, 28.22 feet to a point of curvature;

Thence 120.51 feet along the arc of a curve to the left, said curve having a radius of 375.00 feet, a delta angle of $18^{\circ}24'47''$, and a long chord bearing South $03^{\circ}57'13''$ East, 120.00 feet to a point;

Thence South $71^{\circ}29'04''$ West, 80.72 feet to a point of curvature;

Thence 42.64 feet along the arc of a curve to the right, said curve having a radius of 165.00 feet, a delta angle of $14^{\circ}48'23''$, and a long chord bearing South $78^{\circ}53'15''$ West, 42.52 feet to a point of tangency;

Thence South $86^{\circ}17'26''$ West, 145.61 feet to a point of curvature;

Thence 122.25 feet along the arc of a curve to the left, said curve having a radius of 356.50 feet, a delta angle of $19^{\circ}38'53''$, and a long chord bearing South $76^{\circ}28'00''$ West, 121.65 feet to a point of tangency;

Thence South $66^{\circ}38'34''$ West, 132.71 feet to a point of curvature;

Thence 36.45 feet along the arc of a curve to the left, said curve having a radius of 156.50 feet, a delta angle of $13^{\circ}20'44''$, and a long chord bearing South $59^{\circ}58'12''$ West, 36.37 feet to a point of tangency;

Thence South $53^{\circ}17'50''$ West, 58.66 feet to a point of curvature;

Thence 120.49 feet along the arc of a curve to the left, said curve having a radius of 235.01 feet, a delta angle of $29^{\circ}22'30''$, and a long chord bearing South $38^{\circ}36'34''$ West, 119.17 feet to a point of reverse curvature;

Thence 21.00 feet along the arc of a curve to the right, said curve having a radius of 165.00 feet, a delta angle of $07^{\circ}17'33''$, and a long chord bearing South $27^{\circ}34'06''$ West, 20.99 feet to a point;

Leaving the boundary of said Lot 2 Block 6:

Thence North $58^{\circ}47'03''$ West, 15.00 feet to a point on a curve on the northerly right-of-way of the Middleton Mill Ditch;

Along said northerly right-of-way:

Thence 201.63 feet along the arc of a curve to the right, said curve having a radius of 150.00 feet, a delta angle of $77^{\circ}01'05''$, and a long chord bearing South $69^{\circ}43'30''$ West, 186.79 feet to a point of reverse curvature;

Thence 446.60 feet along the arc of a curve to the left, said curve having a radius of 820.00 feet, a delta angle of $31^{\circ}12'18''$, and a long chord bearing North $87^{\circ}22'07''$ West, 441.10 feet to a point of reverse curvature;

Thence 137.73 feet along the arc of a curve to the right, said curve having a radius of 150.00 feet, a delta angle of $52^{\circ}36'34''$, and a long chord bearing North $76^{\circ}39'59''$ West, 132.94 feet to a point of tangency;

Thence North $50^{\circ}21'42''$ West, 279.03 feet to a point of curvature;

Thence 103.34 feet along the arc of a curve to the left, said curve having a radius of 150.00 feet, a delta angle of $39^{\circ}28'18''$, and a long chord bearing North $70^{\circ}05'51''$ West, 101.31 feet to a point of tangency;

Thence North $89^{\circ}50'00''$ West, 66.40 feet to a point;

Thence leaving said right-of-way North $00^{\circ}35'54''$ East, 189.74 feet to a point;

Thence North $04^{\circ}47'49''$ West, 90.40 feet to a point;

Thence North $06^{\circ}41'00''$ West, 90.73 feet to a point;

Thence North $00^{\circ}35'54''$ East, 270.00 feet to a point;

Thence North $20^{\circ}02'39''$ West, 96.18 feet to the **REAL POINT OF BEGINNING**. Containing 28.84 acres, more or less.



When recorded return to:
TOLL SOUTHWEST LLC
250 Gibraltar Road
Horsham, PA 19044
Attn: Mark J. Warshauer, Esq.

660172

WARRANTY DEED
(SFN8)

FOR VALUE RECEIVED, **Brahma, LLC, an Idaho limited liability company**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Toll Southwest LLC**, a Delaware limited liability company, hereinafter referred to as Grantee, whose current address is **250 Gibraltar Rd., Horsham, PA 19044**, the following described premises, situated in **Ada County, Idaho**, to wit:

Lots 4, 6, 8 and 9 in Block 17, and Lot 57 in Block 7, of SNOQUALMIE FALLS SUBDIVISION NO. 8, according to the plat thereof, filed in Book 111 of Plats at Pages 15976-15978, records of Ada County, Idaho (the "premises"), together with the easement appurtenant to said premises, identified and described in Instrument No. 2017-039787, records Ada County, Idaho, and subject to the terms thereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever, EXCEPTING AND RESERVING ONTO GRANTOR any and all groundwater and wastewater rights appurtenant to said premises, including without limitation those certain State of Idaho Department of Water Resources Water Right Nos. 63-32960, 63-32958 and 63-10700. And the Grantor does hereby covenant to and with the said Grantee, that 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever; PROVIDED, HOWEVER, this deed is subject to that certain DISCLAIMER set forth on **Exhibit A** attached hereto.

DATED this 14th day of August, 2018.

BRAHMA, LLC, an Idaho limited liability company,

By: Developers Services, Inc. Its Manager,

By: _____

Brian F. McColl, its President

STATE OF IDAHO,)

ss.

County of Ada.)

On this 14th day of August, 2018, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared **Brian F. McColl**, known or identified to me to be the **President of Developers Services, Inc.**, an Idaho corporation, the **Manager of Brahma, LLC**, an Idaho limited liability company, and the limited liability company who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company; and that such limited liability company 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.



Ronni Christianson
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 7-15-22

EXHIBIT A TO WARRANTY DEED

DISCLAIMER

THE GRANTEE, BY ACCEPTANCE OF THIS WARRANTY DEED, ACKNOWLEDGES TO AND AGREES WITH GRANTOR THAT:

1. THE PROPERTY CONSISTS OF LOTS IN SNOQUALMIE FALLS SUBDIVISION NO. 8 (THE "SUBDIVISION") IN A PARTIALLY DEVELOPED PLANNED COMMUNITY SOMETIMES KNOWN AS LEGACY OR THE LEGACY COMMUNITY ("LEGACY") IN EAGLE, IDAHO. GRANTEE IS NOT RELYING UPON ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES CONCERNING EXISTING OR FUTURE AMENITIES IN LEGACY OF ANY NATURE OR KIND, INCLUDING WITHOUT LIMITATION THE EXISTING OR PLANNED FACILITIES, SOMETIMES REFERRED TO AS THE "ACADEMY FACILITIES" OR "ACADEMY CORE FACILITIES," INCLUDING (I) THREE-HOLE GOLF PRACTICE COURSE, GOLF DRIVING RANGE, GOLF SHORT GAME AREA OR OTHER GOLF FACILITIES; (II) OLYMPIC COMPETITION POOL, ALL SEASON POOL, NEIGHBORHOOD POOL, OR OTHER SWIMMING FACILITIES; (III) SOCCER FIELD(S) OF OLYMPIC COMPETITIVE SIZE OR ANY OTHER SIZE, SOCCER ACADEMY BUILDING, PRACTICE SHOOTING WALL, OR ANY OTHER SOCCER FACILITIES; (IV) INDOOR OR OUTDOOR TENNIS COURTS, TRAINING WALLS OR OTHER TENNIS FACILITIES; AND (V) ANY FITNESS FACILITIES, EQUIPMENT, PROGRAMS, FITNESS ROOMS OR OTHER FITNESS FACILITIES.

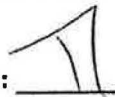
ALL EXISTING SPORTS AND RECREATIONAL FACILITIES OR THOSE THAT MAY HAVE BEEN CONTEMPLATED, PLANNED OR REQUIRED IN THE FUTURE, ARE COLLECTIVELY REFERRED TO IN THIS DISCLAIMER AS THE "RECREATIONAL FACILITIES." ONLY THE THREE-HOLE PRACTICE COURSE, A NEIGHBORHOOD POOL, A SOCCER FIELD, AND OUTDOOR TENNIS COURTS HAVE BEEN CONSTRUCTED.

2. GRANTEE IS ACQUIRING THE PROPERTY WITHOUT RELYING UPON THE RECREATIONAL FACILITIES, EVEN THOUGH SOME OF THE RECREATIONAL FACILITIES HAVE BEEN BUILT, AND OTHERS MAY HAVE BEEN PLANNED TO BE BUILT BY DEVELOPERS OF LEGACY. GRANTEE IS NOT RELYING UPON ANY DOCUMENT REFERENCING THE RECREATIONAL FACILITIES OR OTHER COMMON AREAS OF THE SUBDIVISION, INCLUDING THE AMENITIES DESCRIBED OR SET FORTH IN CERTAIN RECORDED DOCUMENTS: (I) THE DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE CITY OF EAGLE, EAGLE SPORT LEGENDS DEVELOPMENT, LLC, EAGLE SPORT LEGENDS DEVELOPMENT # 2, LLC, AND EAGLE CREEK PROPERTIES, LLC, RECORDED OCTOBER 12, 2006, INSTRUMENT NO. 106161990, RECORDS ADA COUNTY, IDAHO; (II) ANY AND ALL

AMENDMENTS, ADDENDUMS OR MODIFICATIONS TO THE DEVELOPMENT AGREEMENT; (III) THE DECLARATION OF RECREATIONAL COVENANT FOR LEGACY RECORDED APRIL 25, 2008, AS INSTRUMENT NO. 108048694, RECORDS ADA COUNTY, IDAHO, (IV) THE FINAL PLAT FOR MOSCA SECA SUBDIVISION NO. 1, RECORDED MARCH 11, 2008, AS INSTRUMENT NO. 108028316, AND THE FINAL PLAT FOR MOSCA SECA SUBDIVISION NO. 2, RECORDED AUGUST 25, 2008, AS INSTRUMENT NO. 108096411; OR AS SET FORTH IN ANY UNRECORDED DOCUMENT, INCLUDING WITHOUT LIMITATION: (I) ANY CONCEPT PLANS, MAPS, SKETCHES, DRAWINGS, OR PLANS FOR THE PROJECT KNOWN AS "LEGACY"; OR (II) ANY OTHER LITERATURE, WEB SITES, SALES BROCHURES OR OTHER WRITTEN MATERIAL THAT MAY HAVE BEEN PUBLISHED, OR MADE AVAILABLE TO GRANTEE, OR MADE BY OR ON BEHALF OF GRANTOR.

3. THERE HAVE BEEN NO REPRESENTATIONS OR AGREEMENTS REGARDING THE OBLIGATIONS OF WHITE STURGEON, LLC, THE GRANTOR, OR ANY OF THEIR PREDECESSORS OR SUCCESSORS IN INTEREST, TO COMPLETE LEGACY AS A MASTER PLANNED COMMUNITY, INCLUDING COMPLETING ADDITIONAL WATER FEATURES, RECREATIONAL FACILITIES, PARKS, OPEN SPACES, OTHER LANDSCAPING, OR ANY FURTHER DEVELOPMENT OR OTHER IMPROVEMENTS TO THE SUBDIVISION OR TO LEGACY.

4. GRANTEE IS ACQUIRING THE LOTS, SUBJECT TO ANY EASEMENTS, IN AN "AS IS" CONDITION "WITH ALL FAULTS," WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER, FROM OR ON BEHALF OF GRANTOR. THE LOTS ARE SUBJECT TO CERTAIN EASEMENTS, EITHER OF RECORD AND/OR IDENTIFIED IN THE RECORDED PLAT, INCLUDING, BUT WITHOUT LIMITATION, PUBLIC UTILITIES, PRESSURIZED IRRIGATION AND LOT DRAINAGE EASEMENTS FIVE FEET (5') ON EACH SIDE OF INTERIOR LOT LINES AND TWELVE FEET (12') CONTIGUOUS TO ALL REAR LOT LINES. CERTAIN LOTS THAT HAVE POND FRONTAGE ARE ENCUMBERED BY A PRESSURIZED IRRIGATION MAINLINE THAT IS LOCATED WITHIN THE TWELVE FOOT (12') REAR LOT LINE EASEMENT IN PLACES LESS THAN ONE FOOT (1') BELOW THE SURFACE AND CAN BE EASILY DAMAGED IF TREES OR OTHER LANDSCAPING ARE INSTALLED OR OTHER EXCAVATION OCCURS. SHOULD ANY DAMAGE BE DONE TO THE PRESSURIZED MAINLINE, THE COST TO REPAIR SAID DAMAGE, INCLUDING PRESSURIZED WATER FLOODING TO THE LOTS, NEIGHBORING LOTS AND THE POND ITSELF, WILL BE BORNE BY THE GRANTEE.

Initials: 

5. GRANTEE FURTHER ACKNOWLEDGES THAT IT IS THE GRANTEE'S OBLIGATION TO PROVIDE ADEQUATE SITE GRADING AND INSTALLATION OF ADEQUATE DRAINAGE FACILITIES THAT ENSURE THAT ALL WATER GENERATED FROM, COLLECTED UPON, OR OTHERWISE EXISTING ON THE LOTS WILL NOT DAMAGE ANY IMPROVEMENTS TO BE BUILT ON THE PROPERTY; SHALL BE RETAINED ON THE LOTS; AND SHALL NOT DRAIN ONTO ADJACENT PROPERTIES.

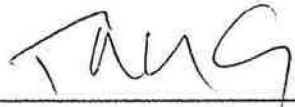
6. GRANTEE RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE, OR MAY HAVE IN THE FUTURE AGAINST CLOUD BERRY, LLC, BRAHMA, LLC, WHITE STURGEON, LLC, THEIR SUCCESSORS AND ASSIGNS, TOGETHER WITH ALL OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES, MEMBERS, AND AGENTS OF EACH OF THE FOREGOING, WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, CAUSES OF ACTIONS AND OTHER LIABILITIES ARISING FROM OR RELATING TO: (I) THE CONDITION OF THE SUBDIVISION, (II) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE SUBDIVISION, OR COMPLIANCE OF PAST OWNERS OF THE SUBDIVISION IN REGARD TO PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS OF THE CITY OF EAGLE.

DATED this 15th day of August, 2018

GRANTEE:

TOLL SOUTHWEST LLC, a Delaware limited liability company

By



Thomas Coleman, Division President

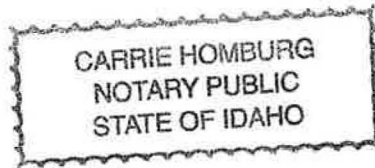
STATE OF IDAHO,)

SS.

On this 15 day of August, 2018, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Thomas Coleman, known or identified to me to be the Division President of **Toll Southwest LLC**, a Delaware limited liability company, and the limited liability company who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company; and that such limited liability company 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. / /

Notary Public for Idaho
Residing at _____, Idaho
My Commission Expires: _____



Residing at: Melba, ID
Commission Expires: 3/10/2021

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST AMERICAN TITLE COMPANY
PAGE AS IT IS NOW INCORPORATED AS AN ACCOMMODATION ONLY
PART OF THE ORIGINAL DOCUMENT.

SF8597

WARRANTY DEED
(Pond Lot)

FOR VALUE RECEIVED, **Brahma, LLC**, an Idaho limited liability company, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Adera Homes, LLC**, hereinafter referred to as Grantee, whose current address is **2956 Rookery Lane Boise, ID. 83706**, the following described premises, situated in **Ada County, Idaho**, to wit:

Lot 59, Block 7 of SNOQUALMIE FALLS SUBDIVISION NO. 8,
according to the plat thereof, filed in Book 111 of Plats at Pages 15976
through 15978, Records of Ada County, Idaho (the "premises"),
together with the easement appurtenant to said premises,
identified and described in Instrument No. 2017-039787,
records Ada County, Idaho, and subject to the terms thereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever, EXCEPTING AND RESERVING ONTO GRANTOR any and all groundwater and wastewater rights appurtenant to said premises, including without limitation those certain State of Idaho Department of Water Resources Water Right Nos. 63-32960, 63-32958 and 63-10700. And the Grantor does hereby covenant to and with the said Grantee, that 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever; PROVIDED, HOWEVER, this deed is subject to that certain DISCLAIMER set forth on **Exhibit A** attached hereto.

EXHIBIT A TO WARRANTY DEED

DISCLAIMER

THE GRANTEE, BY ACCEPTANCE OF THIS WARRANTY DEED, ACKNOWLEDGES TO AND AGREES WITH GRANTOR THAT:

1. THE PROPERTY CONSISTS OF A LOT IN SNOQUALMIE FALLS SUBDIVISION NO. 8 (THE "SUBDIVISION") IN A PARTIALLY DEVELOPED PLANNED COMMUNITY SOMETIMES KNOWN AS LEGACY OR THE LEGACY COMMUNITY ("LEGACY") IN EAGLE, IDAHO. GRANTEE IS NOT RELYING UPON ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES CONCERNING EXISTING OR FUTURE AMENITIES IN LEGACY OF ANY NATURE OR KIND, INCLUDING WITHOUT LIMITATION THE EXISTING OR PLANNED FACILITIES, SOMETIMES REFERRED TO AS THE "ACADEMY FACILITIES" OR "ACADEMY CORE FACILITIES," INCLUDING (I) THREE-HOLE GOLF PRACTICE COURSE, GOLF DRIVING RANGE, GOLF SHORT GAME AREA OR OTHER GOLF FACILITIES; (II) OLYMPIC COMPETITION POOL, ALL SEASON POOL, NEIGHBORHOOD POOL, OR OTHER SWIMMING FACILITIES; (III) SOCCER FIELD(S) OF OLYMPIC COMPETITIVE SIZE OR ANY OTHER SIZE, SOCCER ACADEMY BUILDING, PRACTICE SHOOTING WALL, OR ANY OTHER SOCCER FACILITIES; (IV) INDOOR OR OUTDOOR TENNIS COURTS, TRAINING WALLS OR OTHER TENNIS FACILITIES; AND (V) ANY FITNESS FACILITIES, EQUIPMENT, PROGRAMS, FITNESS ROOMS OR OTHER FITNESS FACILITIES.

ALL EXISTING SPORTS AND RECREATIONAL FACILITIES OR THOSE THAT MAY HAVE BEEN CONTEMPLATED, PLANNED OR REQUIRED IN THE FUTURE, ARE COLLECTIVELY REFERRED TO IN THIS DISCLAIMER AS THE "RECREATIONAL FACILITIES." ONLY THE THREE-HOLE PRACTICE COURSE, A NEIGHBORHOOD POOL, A SOCCER FIELD, AND OUTDOOR TENNIS COURTS HAVE BEEN CONSTRUCTED.

2. GRANTEE IS ACQUIRING THE PROPERTY WITHOUT RELYING UPON THE RECREATIONAL FACILITIES, EVEN THOUGH SOME OF THE RECREATIONAL FACILITIES HAVE BEEN BUILT, AND OTHERS MAY HAVE BEEN PLANNED TO BE BUILT BY DEVELOPERS OF LEGACY. GRANTEE IS NOT RELYING UPON ANY DOCUMENT REFERENCING THE RECREATIONAL FACILITIES OR OTHER COMMON AREAS OF THE SUBDIVISION, INCLUDING THE AMENITIES DESCRIBED OR SET FORTH IN CERTAIN RECORDED DOCUMENTS: (I) THE DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE CITY OF EAGLE, EAGLE SPORT LEGENDS DEVELOPMENT, LLC, EAGLE SPORT LEGENDS DEVELOPMENT # 2, LLC, AND EAGLE CREEK PROPERTIES, LLC, RECORDED OCTOBER 12, 2006, INSTRUMENT NO. 106161990, RECORDS ADA COUNTY, IDAHO; (II) ANY AND ALL AMENDMENTS, ADDENDUMS OR MODIFICATIONS TO THE DEVELOPMENT AGREEMENT; (III) THE DECLARATION OF RECREATIONAL COVENANT FOR LEGACY RECORDED APRIL 25, 2008, AS INSTRUMENT NO. 108048694, RECORDS ADA COUNTY, IDAHO, (IV) THE FINAL PLAT FOR MOSCA SECA SUBDIVISION NO. 1, RECORDED MARCH 11, 2008, AS INSTRUMENT NO. 108028316, AND THE FINAL PLAT FOR MOSCA SECA SUBDIVISION NO. 2, RECORDED AUGUST 25, 2008, AS INSTRUMENT NO. 108096411; OR AS SET FORTH IN ANY UNRECORDED DOCUMENT, INCLUDING WITHOUT LIMITATION: (I) ANY

CONCEPT PLANS, MAPS, SKETCHES, DRAWINGS, OR PLANS FOR THE PROJECT KNOWN AS "LEGACY"; OR (II) ANY OTHER LITERATURE, WEB SITES, SALES BROCHURES OR OTHER WRITTEN MATERIAL THAT MAY HAVE BEEN PUBLISHED, OR MADE AVAILABLE TO GRANTEE, OR MADE BY OR ON BEHALF OF GRANTOR.

3. THERE HAVE BEEN NO REPRESENTATIONS OR AGREEMENTS REGARDING THE OBLIGATIONS OF BRAHMA, LLC, THE GRANTOR, OR ANY OF THEIR PREDECESSORS OR SUCCESSORS IN INTEREST, TO COMPLETE LEGACY AS A MASTER PLANNED COMMUNITY, INCLUDING COMPLETING ADDITIONAL WATER FEATURES, RECREATIONAL FACILITIES, PARKS, OPEN SPACES, OTHER LANDSCAPING, OR ANY FURTHER DEVELOPMENT OR OTHER IMPROVEMENTS TO THE SUBDIVISION OR TO LEGACY.

4. GRANTEE IS ACQUIRING THE LOT, TOGETHER WITH ANY EASEMENTS, IN AN "AS IS" CONDITION "WITH ALL FAULTS," WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER, FROM OR ON BEHALF OF GRANTOR, OTHER THAN THOSE EXPRESSLY STATED IN THIS DEED.

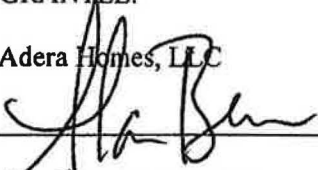
5. GRANTEE FURTHER ACKNOWLEDGES THAT IT IS THE GRANTEE'S OBLIGATION TO PROVIDE ADEQUATE SITE GRADING AND INSTALLATION OF ADEQUATE DRAINAGE FACILITIES THAT ENSURE THAT ALL WATER GENERATED FROM, COLLECTED UPON, OR OTHERWISE EXISTING ON THE LOT WILL NOT DAMAGE ANY IMPROVEMENTS TO BE BUILT ON THE PROPERTY; SHALL BE RETAINED ON THE LOT; AND SHALL NOT DRAIN ONTO ADJACENT PROPERTIES.

6. GRANTEE RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE, OR MAY HAVE IN THE FUTURE AGAINST CLOUD BERRY, LLC, BRAHMA, LLC, THEIR SUCCESSORS AND ASSIGNS, TOGETHER WITH ALL OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES, MEMBERS, AND AGENTS OF EACH OF THE FOREGOING, WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, CAUSES OF ACTIONS AND OTHER LIABILITIES ARISING FROM OR RELATING TO: (I) THE CONDITION OF THE SUBDIVISION, (II) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE SUBDIVISION, OR COMPLIANCE OF PAST OWNERS OF THE SUBDIVISION IN REGARD TO PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS OF THE CITY OF EAGLE.

DATED this 15 day of May, 2018

GRANTEE:

Adera Homes, LLC


Alan Berman, Member

State of ID

County of Ada

On this 15 day of May, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Alan Berman, known or identified to me to be a Member of the limited liability company of Adera Homes, LLC, and the member who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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


Notary

Residing In EAgle, ID

Expires: 9/24/23



ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

SF8607TH

**WARRANTY DEED
(Pond Lot)**

FOR VALUE RECEIVED, **Brahma, LLC, an Idaho limited liability company**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto Van Leuven Contractors, LLC, hereinafter referred to as Grantee, whose current address is 3624 W Murfield Dr, Meridian ID 83646, the following described premises, situated in **Ada County, Idaho**, to wit:

Lot 60, Block 7 of SNOQUALMIE FALLS SUBDIVISION NO. 8, according to the plat thereof, filed in Book 111 of Plats at Pages 15976 through 15978, Records of Ada County, Idaho (the "premises"), together with the easement appurtenant to said premises, identified and described in Instrument No. 2017-039787, records Ada County, Idaho, and subject to the terms thereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever, EXCEPTING AND RESERVING ONTO GRANTOR any and all groundwater and wastewater rights appurtenant to said premises, including without limitation those certain State of Idaho Department of Water Resources Water Right Nos. 63-32960, 63-32958 and 63-10700. And the Grantor does hereby covenant to and with the said Grantee, that 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever; PROVIDED, HOWEVER, this deed is subject to that certain DISCLAIMER set forth on **Exhibit A** attached hereto.

DATED this 4th day of May, 2017.

**Brahma, LLC, an Idaho limited liability company,
By: Developers Services, Inc. It's Manager,**

By:

B. M. L. C.

Brian F. McColl, its President

STATE OF IDAHO,)

SS.

County of Ada.

On this 4th day of May, 2017, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared **Brian F. McColl**, known or identified to me to be the **President of Developers Services, Inc.**, an Idaho corporation, the **Manager of Brahma, LLC**, an Idaho limited liability company, and the limited liability company who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company; and that such limited liability company 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.



Doni Christensen

Notary Public for Idaho

Residing at Boise, Idaho

My Commission Expires: 7-15-22

EXHIBIT A TO WARRANTY DEED

DISCLAIMER

THE GRANTEE, BY ACCEPTANCE OF THIS WARRANTY DEED, ACKNOWLEDGES TO AND AGREES WITH GRANTOR THAT:

1. THE PROPERTY CONSISTS OF A LOT IN SNOQUALMIE FALLS SUBDIVISION NO. 8 (THE "**SUBDIVISION**") IN A PARTIALLY DEVELOPED PLANNED COMMUNITY SOMETIMES KNOWN AS LEGACY OR THE LEGACY COMMUNITY ("**LEGACY**") IN EAGLE, IDAHO. GRANTEE IS NOT RELYING UPON ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES CONCERNING EXISTING OR FUTURE AMENITIES IN LEGACY OF ANY NATURE OR KIND, INCLUDING WITHOUT LIMITATION THE EXISTING OR PLANNED FACILITIES, SOMETIMES REFERRED TO AS THE "ACADEMY FACILITIES" OR "ACADEMY CORE FACILITIES," INCLUDING (I) THREE-HOLE GOLF PRACTICE COURSE, GOLF DRIVING RANGE, GOLF SHORT GAME AREA OR OTHER GOLF FACILITIES; (II) OLYMPIC COMPETITION POOL, ALL SEASON POOL, NEIGHBORHOOD POOL, OR OTHER SWIMMING FACILITIES; (III) SOCCER FIELD(S) OF OLYMPIC COMPETITIVE SIZE OR ANY OTHER SIZE, SOCCER ACADEMY BUILDING, PRACTICE SHOOTING WALL, OR ANY OTHER SOCCER FACILITIES; (IV) INDOOR OR OUTDOOR TENNIS COURTS, TRAINING WALLS OR OTHER TENNIS FACILITIES; AND (V) ANY FITNESS FACILITIES, EQUIPMENT, PROGRAMS, FITNESS ROOMS OR OTHER FITNESS FACILITIES.

ALL EXISTING SPORTS AND RECREATIONAL FACILITIES OR THOSE THAT MAY HAVE BEEN CONTEMPLATED, PLANNED OR REQUIRED IN THE FUTURE, ARE COLLECTIVELY REFERRED TO IN THIS DISCLAIMER AS THE "**RECREATIONAL FACILITIES.**" ONLY THE THREE-HOLE PRACTICE COURSE, A NEIGHBORHOOD POOL, A SOCCER FIELD, AND OUTDOOR TENNIS COURTS HAVE BEEN CONSTRUCTED.

2. GRANTEE IS ACQUIRING THE PROPERTY WITHOUT RELYING UPON THE RECREATIONAL FACILITIES, EVEN THOUGH SOME OF THE RECREATIONAL FACILITIES HAVE BEEN BUILT, AND OTHERS MAY HAVE BEEN PLANNED TO BE BUILT BY DEVELOPERS OF LEGACY. GRANTEE IS NOT RELYING UPON ANY DOCUMENT REFERENCING THE RECREATIONAL FACILITIES OR OTHER COMMON AREAS OF THE SUBDIVISION, INCLUDING THE AMENITIES DESCRIBED OR SET FORTH IN CERTAIN RECORDED DOCUMENTS: (I) THE DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE CITY OF EAGLE, EAGLE SPORT LEGENDS DEVELOPMENT, LLC, EAGLE SPORT LEGENDS DEVELOPMENT # 2, LLC, AND EAGLE CREEK PROPERTIES, LLC, RECORDED OCTOBER 12, 2006, INSTRUMENT NO. 106161990, RECORDS ADA COUNTY, IDAHO; (II) ANY AND ALL AMENDMENTS, ADDENDUMS OR MODIFICATIONS TO THE DEVELOPMENT AGREEMENT; (III) THE DECLARATION OF RECREATIONAL COVENANT FOR LEGACY RECORDED APRIL 25, 2008, AS INSTRUMENT NO. 108048694, RECORDS ADA COUNTY, IDAHO, (IV) THE FINAL PLAT FOR MOSCA SECA SUBDIVISION NO. 1, RECORDED MARCH 11, 2008, AS INSTRUMENT NO. 108028316, AND THE FINAL PLAT FOR MOSCA SECA SUBDIVISION NO. 2, RECORDED AUGUST 25, 2008, AS INSTRUMENT NO. 108096411; OR AS SET FORTH IN ANY UNRECORDED DOCUMENT, INCLUDING WITHOUT LIMITATION: (I) ANY

CONCEPT PLANS, MAPS, SKETCHES, DRAWINGS, OR PLANS FOR THE PROJECT KNOWN AS "LEGACY"; OR (II) ANY OTHER LITERATURE, WEB SITES, SALES BROCHURES OR OTHER WRITTEN MATERIAL THAT MAY HAVE BEEN PUBLISHED, OR MADE AVAILABLE TO GRANTEE, OR MADE BY OR ON BEHALF OF GRANTOR.

3. THERE HAVE BEEN NO REPRESENTATIONS OR AGREEMENTS REGARDING THE OBLIGATIONS OF BRAHMA, LLC, THE GRANTOR, OR ANY OF THEIR PREDECESSORS OR SUCCESSORS IN INTEREST, TO COMPLETE LEGACY AS A MASTER PLANNED COMMUNITY, INCLUDING COMPLETING ADDITIONAL WATER FEATURES, RECREATIONAL FACILITIES, PARKS, OPEN SPACES, OTHER LANDSCAPING, OR ANY FURTHER DEVELOPMENT OR OTHER IMPROVEMENTS TO THE SUBDIVISION OR TO LEGACY.

4. GRANTEE IS ACQUIRING THE LOT, TOGETHER WITH ANY EASEMENTS, IN AN "AS IS" CONDITION "WITH ALL FAULTS," WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER, FROM OR ON BEHALF OF GRANTOR, OTHER THAN THOSE EXPRESSLY STATED IN THIS DEED.

5. GRANTEE FURTHER ACKNOWLEDGES THAT IT IS THE GRANTEE'S OBLIGATION TO PROVIDE ADEQUATE SITE GRADING AND INSTALLATION OF ADEQUATE DRAINAGE FACILITIES THAT ENSURE THAT ALL WATER GENERATED FROM, COLLECTED UPON, OR OTHERWISE EXISTING ON THE LOT WILL NOT DAMAGE ANY IMPROVEMENTS TO BE BUILT ON THE PROPERTY; SHALL BE RETAINED ON THE LOT; AND SHALL NOT DRAIN ONTO ADJACENT PROPERTIES.

6. GRANTEE RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE, OR MAY HAVE IN THE FUTURE AGAINST CLOUD BERRY, LLC, BRAHMA, LLC, THEIR SUCCESSORS AND ASSIGNS, TOGETHER WITH ALL OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES, MEMBERS, AND AGENTS OF EACH OF THE FOREGOING, WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, CAUSES OF ACTIONS AND OTHER LIABILITIES ARISING FROM OR RELATING TO: (I) THE CONDITION OF THE SUBDIVISION, (II) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE SUBDIVISION, OR COMPLIANCE OF PAST OWNERS OF THE SUBDIVISION IN REGARD TO PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS OF THE CITY OF EAGLE.

DATED this 21st day of June, 2018

GRANTEE:

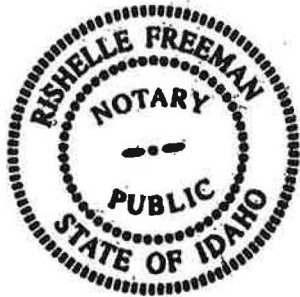
Matthew D. VanLeuven

STATE OF IDAHO;)
) ss.
County of Ada.)

On this 21st day of June 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Matthew D. VanLeuven, known and 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.

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)



Rishelle Freeman
Notary Public for Idaho
Residing at Meridian, Idaho
Commission expires: 9-11-2021

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

5F80816

WARRANTY DEED
(Pond Lot)

FOR VALUE RECEIVED, **Brahma, LLC, an Idaho limited liability company**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **John S. Israel and Shirley I. Israel as trustees of the John S. and Shirley Israel Trust**, hereinafter referred to as Grantee, whose current address is **9879 Ravenscroft Lane NW Concord, NC. 28027**, the following described premises, situated in **Ada County, Idaho**, to wit:

Lot 8, Block 16 of SNOQUALMIE FALLS SUBDIVISION NO. 8, according to the plat thereof, filed in Book 111 of Plats at Pages 15976 through 15978, Records of Ada County, Idaho (the "premises"), together with the easement appurtenant to said premises, identified and described in Instrument No. 2017-039787, records Ada County, Idaho, and subject to the terms thereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever, EXCEPTING AND RESERVING ONTO GRANTOR any and all groundwater and wastewater rights appurtenant to said premises, including without limitation those certain State of Idaho Department of Water Resources Water Right Nos. 63-32960, 63-32958 and 63-10700. And the Grantor does hereby covenant to and with the said Grantee, that 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever; PROVIDED, HOWEVER, this deed is subject to that certain DISCLAIMER set forth on **Exhibit A** attached hereto.

EXHIBIT A TO WARRANTY DEED

DISCLAIMER

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DATED this 8 day of May, 2018

GRANTEE:

John S. Israel and Shirley I. Israel as trustee's of The John S. and Shirley Israel Trust, dated August 14, 2017

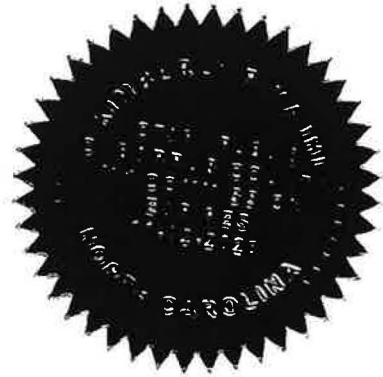
John S. Israel
John S. Israel-Trustee

Shirley Israel
Shirley Israel-Trustee

State of North Carolina
County of Cabarrus

On this 8 day of May in the year 2018, before me, the undersigned, a notary public in and for said state, personally appeared John S. Israel and Shirley I. Israel, known or identified to me to be the person(s) whose names are subscribed to the within instrument, as trustees of The John S. and Shirley Israel Trust, dated August 14, 2017, and acknowledged to me that they executed the same as trustee.

Kimberly R. Majhi
Notary
Residing in: Cabarrus county, North Carolina
Expires: 11/2/2020



**ACCOMMODATION
RECORDING**

ADA COUNTY RECORDER Christopher D. Rich AMOUNT 22.00 5
BOISE IDAHO 06/18/2013 03:14 PM
DEPUTY Bonnie Oberbillig
Simplifile Electronic Recording
RECORDED-REQUEST OF
TITLEONE BOISE
113067897

CARRY BACK DEED OF TRUST

THIS CARRY BACK DEED OF TRUST, Made this 13th day of June 2013, BETWEEN HORSESHOE FLATS, LLC, an Idaho limited liability company, herein called GRANTOR, TITLEONE CORPORATION, herein called TRUSTEE, and CLOUD BERRY, LLC, an Idaho limited liability company, herein called BENEFICIARY,

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Ada, State of Idaho, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits. This Deed of Trust is given for the Purpose of Securing payment of the indebtedness evidenced by that certain Carry Back Promissory Note dated of even date herewith, calling for payment of the sum of \$682,005.00, final payment due July 1, 2014, and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair, not to remove, or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

Carry Back Deed of Trust - 1

ACCOMMODATION RECORDING

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

CARRY BACK DEED OF TRUST

THIS CARRY BACK DEED OF TRUST, Made this 13th day of June 2013, BETWEEN HORSESHOE FLATS, LLC, an Idaho limited liability company, herein called GRANTOR, TITLEONE CORPORATION, herein called TRUSTEE, and CLOUD BERRY, LLC, an Idaho limited liability company, herein called BENEFICIARY,

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Ada, State of Idaho, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits. This Deed of Trust is given for the Purpose of Securing payment of the indebtedness evidenced by that certain Carry Back Promissory Note dated of even date herewith, calling for payment of the sum of \$682,005.00, final payment due July 1, 2014, and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair, not to remove, or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or power of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses to this Trust.

5. To pay immediately and without demand all sums expended by Beneficiary to Trustee pursuant to the provisions hereof, with interest from date of expenditure at twelve per cent per annum.

6. Should Grantor fails to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may; reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be

Carry Back Deed of Trust - 2

conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of; all sums expended under the terms hereof, not then repaid, with accrued interest at twelve per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the Promissory Note secured hereby. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

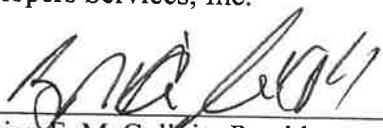
9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder by mailed to the Grantor at its address hereinbefore set forth.

HORSESHOE FLATS, LLC, by its Manager:

Developers Services, Inc.

By


Brian F. McColl, its President

STATE OF IDAHO,)

: ss.

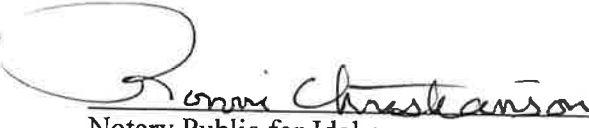
County of Ada.)

On this 15th day of June, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian F. McColl, known and identified to me to be the President of Developers Services, Inc., the Manger of Horseshoe Flats, LLC, an Idaho liability company, and the Manager who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company; and that such corporation executed the same in said limited liability company name.

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)




Notary Public for Idaho

Residing at Bose, Idaho

Commission expires: 6/30/16

EXHIBIT A
DESCRIPTION FOR
SNOQUALMIE FALLS SUBDIVISION NO.3

April 3, 2013

A PARCEL OF LAND BEING A PORTION OF SW ¼ OF SECTION 2 AND THE NW ¼ OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN, CITY OF EAGLE, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 2, T.4 N., R.1 W., B.M.;

THENCE N 00°48'40" E 526.91 FEET ALONG THE WEST LINE OF THE SW ¼ OF SECTION 2 TO A POINT;

THENCE S 89°17'11" E 146.01 FEET TO THE **REAL POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE S 89°17'11" E 2257.18 FEET TO A POINT;

THENCE S 00°31'20" W 26.20 FEET TO A POINT;

THENCE N 89°20'08" W 622.45 FEET TO A POINT;

THENCE S 01°00'28" W 524.69 FEET TO A POINT;

THENCE N 89°53'19" E 100.37 FEET TO THE NORTHWEST CORNER OF SNOQUALMIE FALLS SUBDIVISION NO. 1;

THENCE S 03°24'01" E 98.58 FEET TO THE NORTHEAST CORNER OF SNOQUALMIE FALLS SUBDIVISION NO. 2;

ALONG THE NORTH BOUNDARY OF SNOQUALMIE FALLS SUBDIVISION NO. 2 THE FOLLOWING:

THENCE S 86°35'59" W 114.58 FEET TO A POINT;

THENCE N 86°50'00" W 1623.29 FEET TO A NORTHWEST CORNER OF SNOQUALMIE FALLS SUBDIVISION NO. 2;

THENCE N 00°27'35" E 100.11 FEET TO A POINT;

THENCE N 86°50'00" W 3.04 FEET TO A POINT;

THENCE N 00°42'49" E 486.80 TO THE **REAL POINT OF BEGINNING** OF THIS DESCRIPTION, SAID PARCEL CONTAINING 23.93 ACRES, MORE OR LESS..

MICHAEL E. MARKS P.L.S. NO.4998



ATTACHMENT C

“RETAINED WATER” WARRANTY DEEDS

WARRANTY DEED
(Pond Lot)

FOR VALUE RECEIVED, **White Sturgeon, LLC**, an Idaho limited liability company, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Highland Homes, LLC** hereinafter referred to as Grantee, whose current address is **684 N. Grey Pebble Way Eagle, ID. 83616**, the following described premises, situated in Ada County, Idaho, to wit:

Lot 2, Block 18 of SNOQUALMIE FALLS SUBDIVISION NO. 9, according to the plat thereof, filed in Book of 113 of Plats at Pages 16612 through 16614, Records of Ada County, Idaho (the "premises"), together with the easement appurtenant to said premises, identified and described in Instrument No. 2018-031666, records Ada County, Idaho, and subject to the terms thereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever, EXCEPTING AND RESERVING ONTO GRANTOR any and all groundwater and wastewater rights appurtenant to said premises, including without limitation those certain State of Idaho Department of Water Resources Water Right Nos. 63-32960, 63-32958 and 63-10700. And the Grantor does hereby covenant to and with the said Grantee, that 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever; PROVIDED, HOWEVER, this deed is subject to that certain DISCLAIMER set forth on Exhibit A attached hereto.

**White Sturgeon, LLC, an Idaho limited liability company,
By: Developers Services, Inc. Its Manager,**

By:

STATE OF IDAHO,)
 ss.
County of Ada.)

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



My Commission Expires: 7-15-2022

EXHIBIT A
DISCLAIMER

THE GRANTEE, BY ACCEPTANCE OF THIS WARRANTY DEED,
ACKNOWLEDGES TO AND AGREES WITH GRANTOR THAT:

1. THE PROPERTY CONSISTS OF A LOT IN SNOQUALMIE FALLS SUBDIVISION NO. 9 (THE "**SUBDIVISION**") IN A PARTIALLY DEVELOPED PLANNED COMMUNITY SOMETIMES KNOWN AS LEGACY OR THE LEGACY COMMUNITY ("**LEGACY**") IN EAGLE, IDAHO. GRANTEE IS NOT RELYING UPON ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES CONCERNING EXISTING OR FUTURE AMENITIES IN LEGACY OF ANY NATURE OR KIND, INCLUDING WITHOUT LIMITATION THE EXISTING OR PLANNED FACILITIES, SOMETIMES REFERRED TO AS THE "ACADEMY FACILITIES" OR "ACADEMY CORE FACILITIES," INCLUDING (I) THREE-HOLE GOLF PRACTICE COURSE, GOLF DRIVING RANGE, GOLF SHORT GAME AREA OR OTHER GOLF FACILITIES; (II) OLYMPIC COMPETITION POOL, ALL SEASON POOL, NEIGHBORHOOD POOL, OR OTHER SWIMMING FACILITIES; (III) SOCCER FIELD(S) OF OLYMPIC COMPETITIVE SIZE OR ANY OTHER SIZE, SOCCER ACADEMY BUILDING, PRACTICE SHOOTING WALL, OR ANY OTHER SOCCER FACILITIES; (IV) INDOOR OR OUTDOOR TENNIS COURTS, TRAINING WALLS OR OTHER TENNIS FACILITIES; AND (V) ANY FITNESS FACILITIES, EQUIPMENT, PROGRAMS, FITNESS ROOMS OR OTHER FITNESS FACILITIES.

ALL EXISTING SPORTS AND RECREATIONAL FACILITIES OR THOSE THAT MAY HAVE BEEN CONTEMPLATED, PLANNED OR REQUIRED IN THE FUTURE, ARE COLLECTIVELY REFERRED TO IN THIS DISCLAIMER AS THE "**RECREATIONAL FACILITIES.**" ONLY THE THREE-HOLE PRACTICE COURSE, A NEIGHBORHOOD POOL, A SOCCER FIELD, AND OUTDOOR TENNIS COURTS HAVE BEEN CONSTRUCTED.

2. GRANTEE IS ACQUIRING THE PROPERTY WITHOUT RELYING UPON THE RECREATIONAL FACILITIES, EVEN THOUGH SOME OF THE RECREATIONAL FACILITIES HAVE BEEN BUILT, AND OTHERS MAY HAVE BEEN PLANNED TO BE BUILT BY DEVELOPERS OF LEGACY. GRANTEE IS NOT RELYING UPON ANY DOCUMENT REFERENCING THE RECREATIONAL FACILITIES OR OTHER COMMON AREAS OF THE SUBDIVISION, INCLUDING THE AMENITIES DESCRIBED OR SET FORTH IN CERTAIN RECORDED DOCUMENTS: (I) THE DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE CITY OF EAGLE, EAGLE SPORT LEGENDS DEVELOPMENT, LLC, EAGLE SPORT LEGENDS DEVELOPMENT # 2, LLC, AND EAGLE CREEK PROPERTIES, LLC, RECORDED OCTOBER 12, 2006, INSTRUMENT NO. 106161990, RECORDS ADA COUNTY, IDAHO; (II) ANY AND ALL AMENDMENTS, ADDENDUMS OR MODIFICATIONS TO THE DEVELOPMENT AGREEMENT; (III) THE DECLARATION OF RECREATIONAL COVENANT FOR LEGACY RECORDED APRIL 25, 2008, AS INSTRUMENT NO. 108048694, RECORDS ADA COUNTY, IDAHO, (IV) THE FINAL PLAT FOR MOSCA SECA SUBDIVISION NO. 1, RECORDED MARCH 11, 2008, AS INSTRUMENT NO. 108028316, AND THE FINAL PLAT FOR MOSCA SECA SUBDIVISION

NO. 2, RECORDED AUGUST 25, 2008, AS INSTRUMENT NO. 108096411; OR AS SET FORTH IN ANY UNRECORDED DOCUMENT, INCLUDING WITHOUT LIMITATION: (I) ANY CONCEPT PLANS, MAPS, SKETCHES, DRAWINGS, OR PLANS FOR THE PROJECT KNOWN AS "LEGACY"; OR (II) ANY OTHER LITERATURE, WEB SITES, SALES BROCHURES OR OTHER WRITTEN MATERIAL THAT MAY HAVE BEEN PUBLISHED, OR MADE AVAILABLE TO GRANTEE, OR MADE BY OR ON BEHALF OF GRANTOR.

3. THERE HAVE BEEN NO REPRESENTATIONS OR AGREEMENTS REGARDING THE OBLIGATIONS OF WHITE STURGEON, LLC, THE GRANTOR, OR ANY OF THEIR PREDECESSORS OR SUCCESSORS IN INTEREST, TO COMPLETE LEGACY AS A MASTER PLANNED COMMUNITY, INCLUDING COMPLETING ADDITIONAL WATER FEATURES, RECREATIONAL FACILITIES, PARKS, OPEN SPACES, OTHER LANDSCAPING, OR ANY FURTHER DEVELOPMENT OR OTHER IMPROVEMENTS TO THE SUBDIVISION OR TO LEGACY.

4. GRANTEE IS ACQUIRING THE LOT, SUBJECT TO ANY EASEMENTS, IN AN "AS IS" CONDITION "WITH ALL FAULTS," WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER, FROM OR ON BEHALF OF GRANTOR. THE LOT IS SUBJECT TO CERTAIN EASEMENTS, EITHER OF RECORD AND/OR IDENTIFIED IN THE RECORDED PLAT, INCLUDING, BUT WITHOUT LIMITATION, PUBLIC UTILITIES, PRESSURIZED IRRIGATION AND LOT DRAINAGE EASEMENTS FIVE FEET (5') ON EACH SIDE OF INTERIOR LOT LINES AND TWELVE FEET (12') CONTIGUOUS TO ALL REAR LOT LINES. CERTAIN LOTS THAT HAVE POND FRONTAGE ARE ENCUMBERED BY A PRESSURIZED IRRIGATION MAINLINE THAT IS LOCATED WITHIN THE TWELVE FOOT (12') REAR LOT LINE EASEMENT IN PLACES LESS THAN ONE FOOT (1') BELOW THE SURFACE AND CAN BE EASILY DAMAGED IF TREES OR OTHER LANDSCAPING ARE INSTALLED OR OTHER EXCAVATION OCCURS. SHOULD ANY DAMAGE BE DONE TO THE PRESSURIZED MAINLINE, THE COST TO REPAIR SAID DAMAGE, INCLUDING PRESSURIZED WATER FLOODING TO THE LOT, NEIGHBORING LOTS AND THE POND ITSELF, WILL BE BORNE BY THE GRANTEE.

Initials: MD

5. GRANTEE FURTHER ACKNOWLEDGES THAT IT IS THE GRANTEE'S OBLIGATION TO PROVIDE ADEQUATE SITE GRADING AND INSTALLATION OF ADEQUATE DRAINAGE FACILITIES THAT ENSURE THAT ALL WATER GENERATED FROM, COLLECTED UPON, OR OTHERWISE EXISTING ON THE LOT WILL NOT DAMAGE ANY IMPROVEMENTS TO BE BUILT ON THE PROPERTY; SHALL BE RETAINED ON THE LOT; AND SHALL NOT DRAIN ONTO ADJACENT PROPERTIES.

6. GRANTEE RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE, OR MAY HAVE IN THE FUTURE AGAINST CLOUD BERRY, LLC, HORSESHOE FLATS, LLC, BRAHMA, LLC, WHITE STURGEON, LLC, THEIR SUCCESSORS AND ASSIGNS, TOGETHER WITH ALL OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES, MEMBERS, AND AGENTS OF EACH OF THE FOREGOING, WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, CAUSES OF ACTIONS AND OTHER LIABILITIES ARISING FROM OR RELATING TO: (I) THE CONDITION OF THE SUBDIVISION, (II) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE SUBDIVISION, OR COMPLIANCE OF PAST OWNERS OF THE SUBDIVISION IN REGARD TO PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS OF THE CITY OF EAGLE.

[SIGNATURES FOUND ON FOLLOWING PAGE.]

DATED this 29th day of June, 2018

GRANTEE:

Highland Homes, LLC

[Signature]

Michael T. Dildine, Member

State of Idaho)
County of Ada)

On this 29th day of June, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael T. Dildine, known or identified to me to be a member of the limited liability company of Highland Homes, LLC, and the member who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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]
Notary
Residing In ADA COUNTY
Expires: 6/23/23

TAMERA L. HOVDE
NOTARY PUBLIC
STATE OF IDAHO

Residing in: Meridian, ID
Commission Expires: 12/2/2021

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

5F9220

**WARRANTY DEED
(Non-Pond Lot)**

FOR VALUE RECEIVED, **White Sturgeon, LLC an Idaho limited liability company**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Solitude Homes, Inc.**, hereinafter referred to as Grantee, whose current address is **PO Box 140393 Boise, ID. 83714** the following described premises, situated in **Ada County, Idaho**, to wit:

**Lot 2, Block 20 of SNOQUALMIE FALLS SUBDIVISION NO. 9,
according to the plat thereof, filed in Book 113 of Plats at Pages 16612
through 116614, Records of Ada County, Idaho (the "premises."**

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever, EXCEPTING AND RESERVING ONTO GRANTOR any and all groundwater and wastewater rights appurtenant to said premises, including without limitation those certain State of Idaho Department of Water Resources Water Right Nos. 63-32960, 63-32958 and 63-10700. And the Grantor does hereby covenant to and with the said Grantee, that 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever; PROVIDED, HOWEVER, this deed is subject to that certain DISCLAIMER set forth on **Exhibit A** attached hereto.

**White Sturgeon, LLC, an Idaho limited liability company,
By: Developers Services, Inc. Its Manager,**

By:

Brian F. McColl, its President

SS.

County of Ada.

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

My Commission Expires: 7-15-2022



EXHIBIT A TO WARRANTY DEED

DISCLAIMER

THE GRANTEE, BY ACCEPTANCE OF THIS WARRANTY DEED, ACKNOWLEDGES TO AND AGREES WITH GRANTOR THAT:

1. THE PROPERTY CONSISTS OF A LOT IN SNOQUALMIE FALLS SUBDIVISION NO. 9 (THE "SUBDIVISION") IN A PARTIALLY DEVELOPED PLANNED COMMUNITY SOMETIMES KNOWN AS LEGACY OR THE LEGACY COMMUNITY ("LEGACY") IN EAGLE, IDAHO. GRANTEE IS NOT RELYING UPON ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES CONCERNING EXISTING OR FUTURE AMENITIES IN LEGACY OF ANY NATURE OR KIND, INCLUDING WITHOUT LIMITATION THE EXISTING OR PLANNED FACILITIES, SOMETIMES REFERRED TO AS THE "ACADEMY FACILITIES" OR "ACADEMY CORE FACILITIES," INCLUDING (I) THREE-HOLE GOLF PRACTICE COURSE, GOLF DRIVING RANGE, GOLF SHORT GAME AREA OR OTHER GOLF FACILITIES; (II) OLYMPIC COMPETITION POOL, ALL SEASON POOL, NEIGHBORHOOD POOL, OR OTHER SWIMMING FACILITIES; (III) SOCCER FIELD(S) OF OLYMPIC COMPETITIVE SIZE OR ANY OTHER SIZE, SOCCER ACADEMY BUILDING, PRACTICE SHOOTING WALL, OR ANY OTHER SOCCER FACILITIES; (IV) INDOOR OR OUTDOOR TENNIS COURTS, TRAINING WALLS OR OTHER TENNIS FACILITIES; AND (V) ANY FITNESS FACILITIES, EQUIPMENT, PROGRAMS, FITNESS ROOMS OR OTHER FITNESS FACILITIES.

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2. GRANTEE IS ACQUIRING THE PROPERTY WITHOUT RELYING UPON THE RECREATIONAL FACILITIES, EVEN THOUGH SOME OF THE RECREATIONAL FACILITIES HAVE BEEN BUILT, AND OTHERS MAY HAVE BEEN PLANNED TO BE BUILT BY DEVELOPERS OF LEGACY. GRANTEE IS NOT RELYING UPON ANY DOCUMENT REFERENCING THE RECREATIONAL FACILITIES OR OTHER COMMON AREAS OF THE SUBDIVISION, INCLUDING THE AMENITIES DESCRIBED OR SET FORTH IN CERTAIN RECORDED DOCUMENTS: (I) THE DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE CITY OF EAGLE, EAGLE SPORT LEGENDS DEVELOPMENT, LLC, EAGLE SPORT LEGENDS DEVELOPMENT # 2, LLC, AND EAGLE CREEK PROPERTIES, LLC, RECORDED OCTOBER 12, 2006, INSTRUMENT NO. 106161990, RECORDS ADA COUNTY, IDAHO; (II) ANY AND ALL AMENDMENTS, ADDENDUMS OR MODIFICATIONS TO THE DEVELOPMENT AGREEMENT; (III) THE DECLARATION OF RECREATIONAL COVENANT FOR LEGACY RECORDED APRIL 25, 2008, AS INSTRUMENT NO. 108048694, RECORDS ADA COUNTY, IDAHO, (IV) THE FINAL PLAT FOR MOSCA SECA SUBDIVISION NO. 1, RECORDED MARCH 11, 2008, AS INSTRUMENT NO. 108028316, AND THE FINAL PLAT FOR MOSCA SECA SUBDIVISION NO. 2, RECORDED AUGUST 25, 2008, AS INSTRUMENT NO. 108096411; OR AS SET FORTH IN ANY UNRECORDED DOCUMENT, INCLUDING WITHOUT LIMITATION: (I) ANY

CONCEPT PLANS, MAPS, SKETCHES, DRAWINGS, OR PLANS FOR THE PROJECT KNOWN AS "LEGACY"; OR (II) ANY OTHER LITERATURE, WEB SITES, SALES BROCHURES OR OTHER WRITTEN MATERIAL THAT MAY HAVE BEEN PUBLISHED, OR MADE AVAILABLE TO GRANTEE, OR MADE BY OR ON BEHALF OF GRANTOR.

3. THERE HAVE BEEN NO REPRESENTATIONS OR AGREEMENTS REGARDING THE OBLIGATIONS OF WHITE STURGEON, LLC, THE GRANTOR, OR ANY OF THEIR PREDECESSORS OR SUCCESSORS IN INTEREST, TO COMPLETE LEGACY AS A MASTER PLANNED COMMUNITY, INCLUDING COMPLETING ADDITIONAL WATER FEATURES, RECREATIONAL FACILITIES, PARKS, OPEN SPACES, OTHER LANDSCAPING, OR ANY FURTHER DEVELOPMENT OR OTHER IMPROVEMENTS TO THE SUBDIVISION OR TO LEGACY.

4. GRANTEE IS ACQUIRING THE LOT, TOGETHER WITH ANY EASEMENTS, IN AN "AS IS" CONDITION "WITH ALL FAULTS," WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER, FROM OR ON BEHALF OF GRANTOR, OTHER THAN THOSE EXPRESSLY STATED IN THIS DEED.

5. GRANTEE FURTHER ACKNOWLEDGES THAT IT IS THE GRANTEE'S OBLIGATION TO PROVIDE ADEQUATE SITE GRADING AND INSTALLATION OF ADEQUATE DRAINAGE FACILITIES THAT ENSURE THAT ALL WATER GENERATED FROM, COLLECTED UPON, OR OTHERWISE EXISTING ON THE LOT WILL NOT DAMAGE ANY IMPROVEMENTS TO BE BUILT ON THE PROPERTY; SHALL BE RETAINED ON THE LOT; AND SHALL NOT DRAIN ONTO ADJACENT PROPERTIES.

6. GRANTEE RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE, OR MAY HAVE IN THE FUTURE AGAINST CLOUD BERRY, LLC, BRAHMA, LLC, WHITE STURGEON, LLC, THEIR SUCCESSORS AND ASSIGNS, TOGETHER WITH ALL OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES, MEMBERS, AND AGENTS OF EACH OF THE FOREGOING, WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, CAUSES OF ACTIONS AND OTHER LIABILITIES ARISING FROM OR RELATING TO: (I) THE CONDITION OF THE SUBDIVISION, (II) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE SUBDIVISION, OR COMPLIANCE OF PAST OWNERS OF THE SUBDIVISION IN REGARD TO PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS OF THE CITY OF EAGLE.

DATED this 11th day of July, 2018

GRANTEE:



Solitude Homes, Inc., by Cody Weight, President

State of Idaho)

County of Ada)

On this 11th day of July, 2018, before me, the undersigned, a notary public in and for said state, personally appeared Cody Weight, 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.



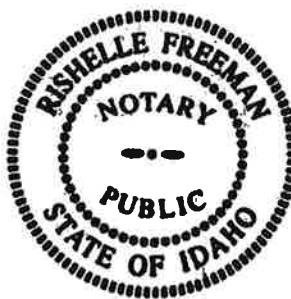
Notary Public

Residing In :

Meridian

Expires:

9-11-2021





**WARRANTY DEED
(Pond Lot)**

FOR VALUE RECEIVED, **White Sturgeon, LLC, an Idaho limited liability company,** hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Wayne Smith,** hereinafter referred to as Grantee, whose current address is 109 Meadowview Lane, Santa Cruz, CA 95060 the following described premises, situated in **Ada County, Idaho,** to wit:

Lot 3, Block 18 of SNOQUALMIE FALLS SUBDIVISION NO. 9, according to the plat thereof, filed in Book of 113 of Plats at Pages 16612 through 16614, Records of Ada County, Idaho (the "premises"), together with the easement appurtenant to said premises, identified and described in Instrument No. 2018-031666, records Ada County, Idaho, and subject to the terms thereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever, EXCEPTING AND RESERVING ONTO GRANTOR any and all groundwater and wastewater rights appurtenant to said premises, including without limitation those certain State of Idaho Department of Water Resources Water Right Nos. 63-32960, 63-32958 and 63-10700. And the Grantor does hereby covenant to and with the said Grantee, that 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever; PROVIDED, HOWEVER, this deed is subject to that certain DISCLAIMER set forth on **Exhibit A** attached hereto.

DATED this 18th day of July, 2018.

White Sturgeon, LLC, an Idaho limited liability company,
By: ~~Developers Services, Inc.~~ Its Manager,

By: Brian F. McColl
Brian F. McColl, its President

STATE OF IDAHO,)
 ss.
County of Ada.)

On this 18th day of July, 2018, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared **Brian F. McColl**, known or identified to me to be the **President of Developers Services, Inc.**, an Idaho corporation, the **Manager of White Sturgeon, LLC**, an Idaho limited liability company, and the limited liability company who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company; and that such limited liability company 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.



 Notary Public for Idaho
 Residing at Brose, Idaho
 My Commission Expires: 7-15-22

EXHIBIT A
DISCLAIMER

THE GRANTEE, BY ACCEPTANCE OF THIS WARRANTY DEED, ACKNOWLEDGES TO AND AGREES WITH GRANTOR THAT:

1. THE PROPERTY CONSISTS OF A LOT IN SNOQUALMIE FALLS SUBDIVISION NO. 9 (THE "**SUBDIVISION**") IN A PARTIALLY DEVELOPED PLANNED COMMUNITY SOMETIMES KNOWN AS LEGACY OR THE LEGACY COMMUNITY ("**LEGACY**") IN EAGLE, IDAHO. GRANTEE IS NOT RELYING UPON ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES CONCERNING EXISTING OR FUTURE AMENITIES IN LEGACY OF ANY NATURE OR KIND, INCLUDING WITHOUT LIMITATION THE EXISTING OR PLANNED FACILITIES, SOMETIMES REFERRED TO AS THE "**ACADEMY FACILITIES**" OR "**ACADEMY CORE FACILITIES**," INCLUDING (I) THREE-HOLE GOLF PRACTICE COURSE, GOLF DRIVING RANGE, GOLF SHORT GAME AREA OR OTHER GOLF FACILITIES; (II) OLYMPIC COMPETITION POOL, ALL SEASON POOL, NEIGHBORHOOD POOL, OR OTHER SWIMMING FACILITIES; (III) SOCCER FIELD(S) OF OLYMPIC COMPETITIVE SIZE OR ANY OTHER SIZE, SOCCER ACADEMY BUILDING, PRACTICE SHOOTING WALL, OR ANY OTHER SOCCER FACILITIES; (IV) INDOOR OR OUTDOOR TENNIS COURTS, TRAINING WALLS OR OTHER TENNIS FACILITIES; AND (V) ANY FITNESS FACILITIES, EQUIPMENT, PROGRAMS, FITNESS ROOMS OR OTHER FITNESS FACILITIES.

ALL EXISTING SPORTS AND RECREATIONAL FACILITIES OR THOSE THAT MAY HAVE BEEN CONTEMPLATED, PLANNED OR REQUIRED IN THE FUTURE, ARE COLLECTIVELY REFERRED TO IN THIS DISCLAIMER AS THE "**RECREATIONAL FACILITIES**." ONLY THE THREE-HOLE PRACTICE COURSE, A NEIGHBORHOOD POOL, A SOCCER FIELD, AND OUTDOOR TENNIS COURTS HAVE BEEN CONSTRUCTED.

2. GRANTEE IS ACQUIRING THE PROPERTY WITHOUT RELYING UPON THE RECREATIONAL FACILITIES, EVEN THOUGH SOME OF THE RECREATIONAL FACILITIES HAVE BEEN BUILT, AND OTHERS MAY HAVE BEEN PLANNED TO BE BUILT BY DEVELOPERS OF LEGACY. GRANTEE IS NOT RELYING UPON ANY DOCUMENT REFERENCING THE RECREATIONAL FACILITIES OR OTHER COMMON AREAS OF THE SUBDIVISION, INCLUDING THE AMENITIES DESCRIBED OR SET FORTH IN CERTAIN RECORDED DOCUMENTS: (I) THE DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE CITY OF EAGLE, EAGLE SPORT LEGENDS DEVELOPMENT, LLC, EAGLE SPORT LEGENDS DEVELOPMENT # 2, LLC, AND EAGLE CREEK PROPERTIES, LLC, RECORDED OCTOBER 12, 2006, INSTRUMENT NO. 106161990, RECORDS ADA COUNTY, IDAHO; (II) ANY AND ALL AMENDMENTS, ADDENDUMS OR MODIFICATIONS TO THE DEVELOPMENT AGREEMENT; (III) THE DECLARATION OF RECREATIONAL COVENANT FOR LEGACY RECORDED APRIL 25, 2008, AS INSTRUMENT NO. 108048694, RECORDS ADA COUNTY, IDAHO, (IV) THE FINAL PLAT FOR MOSCA SECA SUBDIVISION NO. 1, RECORDED MARCH 11, 2008, AS INSTRUMENT NO. 108028316, AND THE FINAL PLAT FOR MOSCA SECA SUBDIVISION

NO. 2, RECORDED AUGUST 25, 2008, AS INSTRUMENT NO. 108096411; OR AS SET FORTH IN ANY UNRECORDED DOCUMENT, INCLUDING WITHOUT LIMITATION: (I) ANY CONCEPT PLANS, MAPS, SKETCHES, DRAWINGS, OR PLANS FOR THE PROJECT KNOWN AS "LEGACY"; OR (II) ANY OTHER LITERATURE, WEB SITES, SALES BROCHURES OR OTHER WRITTEN MATERIAL THAT MAY HAVE BEEN PUBLISHED, OR MADE AVAILABLE TO GRANTEE, OR MADE BY OR ON BEHALF OF GRANTOR.

3. THERE HAVE BEEN NO REPRESENTATIONS OR AGREEMENTS REGARDING THE OBLIGATIONS OF WHITE STURGEON, LLC, THE GRANTOR, OR ANY OF THEIR PREDECESSORS OR SUCCESSORS IN INTEREST, TO COMPLETE LEGACY AS A MASTER PLANNED COMMUNITY, INCLUDING COMPLETING ADDITIONAL WATER FEATURES, RECREATIONAL FACILITIES, PARKS, OPEN SPACES, OTHER LANDSCAPING, OR ANY FURTHER DEVELOPMENT OR OTHER IMPROVEMENTS TO THE SUBDIVISION OR TO LEGACY.

4. GRANTEE IS ACQUIRING THE LOT, SUBJECT TO ANY EASEMENTS, IN AN "AS IS" CONDITION "WITH ALL FAULTS," WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER, FROM OR ON BEHALF OF GRANTOR. THE LOT IS SUBJECT TO CERTAIN EASEMENTS, EITHER OF RECORD AND/OR IDENTIFIED IN THE RECORDED PLAT, INCLUDING, BUT WITHOUT LIMITATION, PUBLIC UTILITIES, PRESSURIZED IRRIGATION AND LOT DRAINAGE EASEMENTS FIVE FEET (5') ON EACH SIDE OF INTERIOR LOT LINES AND TWELVE FEET (12') CONTIGUOUS TO ALL REAR LOT LINES. CERTAIN LOTS THAT HAVE POND FRONTAGE ARE ENCUMBERED BY A PRESSURIZED IRRIGATION MAINLINE THAT IS LOCATED WITHIN THE TWELVE FOOT (12') REAL LOT LINE EASEMENT IN PLACES LESS THAN ONE FOOT (1') BELOW THE SURFACE AND CAN BE EASILY DAMAGED IF TREES OR OTHER LANDSCAPING ARE INSTALLED OR OTHER EXCAVATION OCCURS. SHOULD ANY DAMAGE BE DONE TO THE PRESSURIZED MAINLINE, THE COST TO REPAIR SAID DAMAGE, INCLUDING PRESSURIZED WATER FLOODING TO THE LOT, NEIGHBORING LOTS AND THE POND ITSELF, WILL BE BORNE BY THE GRANTEE.

Initials: WS

5. GRANTEE FURTHER ACKNOWLEDGES THAT IT IS THE GRANTEE'S OBLIGATION TO PROVIDE ADEQUATE SITE GRADING AND INSTALLATION OF ADEQUATE DRAINAGE FACILITIES THAT ENSURE THAT ALL WATER GENERATED FROM, COLLECTED UPON, OR OTHERWISE EXISTING ON THE LOT WILL NOT DAMAGE ANY IMPROVEMENTS TO BE BUILT ON THE PROPERTY; SHALL BE RETAINED ON THE LOT; AND SHALL NOT DRAIN ONTO ADJACENT PROPERTIES.

6. GRANTEE RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE, OR MAY HAVE IN THE FUTURE AGAINST CLOUD BERRY, LLC, HORSESHOE FLATS, LLC, BRAHMA, LLC, WHITE STURGEON, LLC, THEIR SUCCESSORS AND ASSIGNS, TOGETHER WITH ALL OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES, MEMBERS, AND AGENTS OF EACH OF THE FOREGOING, WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, CAUSES OF ACTIONS AND OTHER LIABILITIES ARISING FROM OR RELATING TO: (I) THE CONDITION OF THE SUBDIVISION, (II) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE SUBDIVISION, OR COMPLIANCE OF PAST OWNERS OF THE SUBDIVISION IN REGARD TO PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS OF THE CITY OF EAGLE.

[SIGNATURES FOUND ON FOLLOWING PAGE.]

DATED this 2nd day of JULY, 2018

GRANTEE:

Wayne Smith
Wayne Smith

STATE OF CALIFORNIA)
) ss.
County of Santa Clara)

On this 2nd day of JULY, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **Wayne Smith**, known and 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.

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

SEE ATTACHED

(SEAL)

Notary Public for California
Residing at _____, California
Commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of SANTA CLARA)

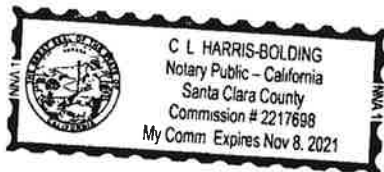
On 7-2-2018 before me, C.L. HARRIS-BOLDING, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared WAYNE SMITH
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence 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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature C. L. Harris-Bolding
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: WARRANTY DEED

Document Date: 7-2-2018 Number of Pages: 2

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMP FROM FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

S F 9818 TH

**WARRANTY DEED
(Pond Lot)**

FOR VALUE RECEIVED, **White Sturgeon, LLC, an Idaho limited liability company**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Mallon Homes, LLC**, hereinafter referred to as Grantee, whose current address is **9029 W. Vallejo Lane Boise, ID. 83709**, the following described premises, situated in **Ada County, Idaho**, to wit:

Lot 8, Block 18 of SNOQUALMIE FALLS SUBDIVISION NO. 9, according to the plat thereof, filed in Book of 113 of Plats at Pages 16612 through 16614, Records of Ada County, Idaho (the "premises"), together with the easement appurtenant to said premises, identified and described in Instrument No. 2018-031666, records Ada County, Idaho, and subject to the terms thereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever, EXCEPTING AND RESERVING ONTO GRANTOR any and all groundwater and wastewater rights appurtenant to said premises, including without limitation those certain State of Idaho Department of Water Resources Water Right Nos. 63-32960, 63-32958 and 63-10700. And the Grantor does hereby covenant to and with the said Grantee, that 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever; PROVIDED, HOWEVER, this deed is subject to that certain DISCLAIMER set forth on **Exhibit A** attached hereto.

**White Sturgeon, LLC, an Idaho limited liability company,
By: Developers Services, Inc. Its Manager,**

By:

SS.



Warranty Deed - 2

EXHIBIT A
DISCLAIMER

THE GRANTEE, BY ACCEPTANCE OF THIS WARRANTY DEED, ACKNOWLEDGES TO AND AGREES WITH GRANTOR THAT:

1. THE PROPERTY CONSISTS OF A LOT IN SNOQUALMIE FALLS SUBDIVISION NO. 9 (THE "**SUBDIVISION**") IN A PARTIALLY DEVELOPED PLANNED COMMUNITY SOMETIMES KNOWN AS LEGACY OR THE LEGACY COMMUNITY ("**LEGACY**") IN EAGLE, IDAHO. GRANTEE IS NOT RELYING UPON ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES CONCERNING EXISTING OR FUTURE AMENITIES IN LEGACY OF ANY NATURE OR KIND, INCLUDING WITHOUT LIMITATION THE EXISTING OR PLANNED FACILITIES, SOMETIMES REFERRED TO AS THE "ACADEMY FACILITIES" OR "ACADEMY CORE FACILITIES," INCLUDING (I) THREE-HOLE GOLF PRACTICE COURSE, GOLF DRIVING RANGE, GOLF SHORT GAME AREA OR OTHER GOLF FACILITIES; (II) OLYMPIC COMPETITION POOL, ALL SEASON POOL, NEIGHBORHOOD POOL, OR OTHER SWIMMING FACILITIES; (III) SOCCER FIELD(S) OF OLYMPIC COMPETITIVE SIZE OR ANY OTHER SIZE, SOCCER ACADEMY BUILDING, PRACTICE SHOOTING WALL, OR ANY OTHER SOCCER FACILITIES; (IV) INDOOR OR OUTDOOR TENNIS COURTS, TRAINING WALLS OR OTHER TENNIS FACILITIES; AND (V) ANY FITNESS FACILITIES, EQUIPMENT, PROGRAMS, FITNESS ROOMS OR OTHER FITNESS FACILITIES.

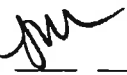
ALL EXISTING SPORTS AND RECREATIONAL FACILITIES OR THOSE THAT MAY HAVE BEEN CONTEMPLATED, PLANNED OR REQUIRED IN THE FUTURE, ARE COLLECTIVELY REFERRED TO IN THIS DISCLAIMER AS THE "**RECREATIONAL FACILITIES**." ONLY THE THREE-HOLE PRACTICE COURSE, A NEIGHBORHOOD POOL, A SOCCER FIELD, AND OUTDOOR TENNIS COURTS HAVE BEEN CONSTRUCTED.

2. GRANTEE IS ACQUIRING THE PROPERTY WITHOUT RELYING UPON THE RECREATIONAL FACILITIES, EVEN THOUGH SOME OF THE RECREATIONAL FACILITIES HAVE BEEN BUILT, AND OTHERS MAY HAVE BEEN PLANNED TO BE BUILT BY DEVELOPERS OF LEGACY. GRANTEE IS NOT RELYING UPON ANY DOCUMENT REFERENCING THE RECREATIONAL FACILITIES OR OTHER COMMON AREAS OF THE SUBDIVISION, INCLUDING THE AMENITIES DESCRIBED OR SET FORTH IN CERTAIN RECORDED DOCUMENTS: (I) THE DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE CITY OF EAGLE, EAGLE SPORT LEGENDS DEVELOPMENT, LLC, EAGLE SPORT LEGENDS DEVELOPMENT # 2, LLC, AND EAGLE CREEK PROPERTIES, LLC, RECORDED OCTOBER 12, 2006, INSTRUMENT NO. 106161990, RECORDS ADA COUNTY, IDAHO; (II) ANY AND ALL AMENDMENTS, ADDENDUMS OR MODIFICATIONS TO THE DEVELOPMENT AGREEMENT; (III) THE DECLARATION OF RECREATIONAL COVENANT FOR LEGACY RECORDED APRIL 25, 2008, AS INSTRUMENT NO. 108048694, RECORDS ADA COUNTY, IDAHO, (IV) THE FINAL PLAT FOR MOSCA SECA SUBDIVISION NO. 1, RECORDED MARCH 11, 2008, AS INSTRUMENT NO. 108028316, AND THE FINAL PLAT FOR MOSCA SECA SUBDIVISION

NO. 2, RECORDED AUGUST 25, 2008, AS INSTRUMENT NO. 108096411; OR AS SET FORTH IN ANY UNRECORDED DOCUMENT, INCLUDING WITHOUT LIMITATION: (I) ANY CONCEPT PLANS, MAPS, SKETCHES, DRAWINGS, OR PLANS FOR THE PROJECT KNOWN AS "LEGACY"; OR (II) ANY OTHER LITERATURE, WEB SITES, SALES BROCHURES OR OTHER WRITTEN MATERIAL THAT MAY HAVE BEEN PUBLISHED, OR MADE AVAILABLE TO GRANTEE, OR MADE BY OR ON BEHALF OF GRANTOR.

3. THERE HAVE BEEN NO REPRESENTATIONS OR AGREEMENTS REGARDING THE OBLIGATIONS OF WHITE STURGEON, LLC, THE GRANTOR, OR ANY OF THEIR PREDECESSORS OR SUCCESSORS IN INTEREST, TO COMPLETE LEGACY AS A MASTER PLANNED COMMUNITY, INCLUDING COMPLETING ADDITIONAL WATER FEATURES, RECREATIONAL FACILITIES, PARKS, OPEN SPACES, OTHER LANDSCAPING, OR ANY FURTHER DEVELOPMENT OR OTHER IMPROVEMENTS TO THE SUBDIVISION OR TO LEGACY.

4. GRANTEE IS ACQUIRING THE LOT, SUBJECT TO ANY EASEMENTS, IN AN "AS IS" CONDITION "WITH ALL FAULTS," WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER, FROM OR ON BEHALF OF GRANTOR. THE LOT IS SUBJECT TO CERTAIN EASEMENTS, EITHER OF RECORD AND/OR IDENTIFIED IN THE RECORDED PLAT, INCLUDING, BUT WITHOUT LIMITATION, PUBLIC UTILITIES, PRESSURIZED IRRIGATION AND LOT DRAINAGE EASEMENTS FIVE FEET (5') ON EACH SIDE OF INTERIOR LOT LINES AND TWELVE FEET (12') CONTIGUOUS TO ALL REAR LOT LINES. CERTAIN LOTS THAT HAVE POND FRONTAGE ARE ENCUMBERED BY A PRESSURIZED IRRIGATION MAINLINE THAT IS LOCATED WITHIN THE TWELVE FOOT (12') REAL LOT LINE EASEMENT IN PLACES LESS THAN ONE FOOT (1') BELOW THE SURFACE AND CAN BE EASILY DAMAGED IF TREES OR OTHER LANDSCAPING ARE INSTALLED OR OTHER EXCAVATION OCCURS. SHOULD ANY DAMAGE BE DONE TO THE PRESSURIZED MAINLINE, THE COST TO REPAIR SAID DAMAGE, INCLUDING PRESSURIZED WATER FLOODING TO THE LOT, NEIGHBORING LOTS AND THE POND ITSELF, WILL BE BORNE BY THE GRANTEE.

Initials:  _____

5. GRANTEE FURTHER ACKNOWLEDGES THAT IT IS THE GRANTEE'S OBLIGATION TO PROVIDE ADEQUATE SITE GRADING AND INSTALLATION OF ADEQUATE DRAINAGE FACILITIES THAT ENSURE THAT ALL WATER GENERATED FROM, COLLECTED UPON, OR OTHERWISE EXISTING ON THE LOT WILL NOT DAMAGE ANY IMPROVEMENTS TO BE BUILT ON THE PROPERTY; SHALL BE RETAINED ON THE LOT; AND SHALL NOT DRAIN ONTO ADJACENT PROPERTIES.

6. GRANTEE RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE, OR MAY HAVE IN THE FUTURE AGAINST CLOUD BERRY, LLC, HORSESHOE FLATS, LLC, BRAHMA, LLC, WHITE STURGEON, LLC, THEIR SUCCESSORS AND ASSIGNS, TOGETHER WITH ALL OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES, MEMBERS, AND AGENTS OF EACH OF THE FOREGOING, WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, CAUSES OF ACTIONS AND OTHER LIABILITIES ARISING FROM OR RELATING TO: (I) THE CONDITION OF THE SUBDIVISION, (II) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE SUBDIVISION, OR COMPLIANCE OF PAST OWNERS OF THE SUBDIVISION IN REGARD TO PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS OF THE CITY OF EAGLE.

[SIGNATURES FOUND ON FOLLOWING PAGE.]

DATED this 14th day of June, 2018

GRANTEE: Mallon Homes, LLC

Trudy Mallon
By: Trudy Mallon, Member

State of Idaho)
County of Ada)

On this 14th day of June, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Trudy Mallon, known or identified to me to be a member of the limited liability company of Mallon Homes, LLC, and the member who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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

Tamera L. Hovde
Notary
Residing In _____ Residing in: Meridian, ID
Expires: _____ Commission Expires: 12/2/2021

TAMERA L. HOVDE
NOTARY PUBLIC
STATE OF IDAHO

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=6 LISA BATT
FIRST AMERICAN TITLE INSURANCE COMPANY

2018-060250
06/28/2018 01:16 PM
\$15.00

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

SF 91118 TH

WARRANTY DEED
(Pond Lot)

FOR VALUE RECEIVED, **White Sturgeon, LLC, an Idaho limited liability company**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Solitude Homes, Inc., an Idaho Corporation** hereinafter referred to as Grantee, whose current address is **PO Box 140393 Boise, ID. 83714**, the following described premises, situated in **Ada County, Idaho**, to wit:

Lot 11, Block 18 of SNOQUALMIE FALLS SUBDIVISION NO. 9, according to the plat thereof, filed in Book of 113 of Plats at Pages 16612 through 16614, Records of Ada County, Idaho (the "premises"), together with the easement appurtenant to said premises, identified and described in Instrument No. 2018-031666, records Ada County, Idaho, and subject to the terms thereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever, **EXCEPTING AND RESERVING ONTO GRANTOR** any and all groundwater and wastewater rights appurtenant to said premises, including without limitation those certain State of Idaho Department of Water Resources Water Right Nos. 63-32960, 63-32958 and 63-10700. And the Grantor does hereby covenant to and with the said Grantee, that 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever; **PROVIDED, HOWEVER**, this deed is subject to that certain **DISCLAIMER** set forth on **Exhibit A** attached hereto.

**White Sturgeon, LLC, an Idaho limited liability company,
By: Developers Services, Inc. Its Manager,**

By:

STATE OF IDAHO,)
 ss.
County of Ada.)

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



Notary Public for Idaho
Residing at Bowle, Idaho
My Commission Expires: 7-15-2022

EXHIBIT A
DISCLAIMER

THE GRANTEE, BY ACCEPTANCE OF THIS WARRANTY DEED, ACKNOWLEDGES TO AND AGREES WITH GRANTOR THAT:

1. THE PROPERTY CONSISTS OF A LOT IN SNOQUALMIE FALLS SUBDIVISION NO. 9 (THE "**SUBDIVISION**") IN A PARTIALLY DEVELOPED PLANNED COMMUNITY SOMETIMES KNOWN AS LEGACY OR THE LEGACY COMMUNITY ("**LEGACY**") IN EAGLE, IDAHO. GRANTEE IS NOT RELYING UPON ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES CONCERNING EXISTING OR FUTURE AMENITIES IN LEGACY OF ANY NATURE OR KIND, INCLUDING WITHOUT LIMITATION THE EXISTING OR PLANNED FACILITIES, SOMETIMES REFERRED TO AS THE "**ACADEMY FACILITIES**" OR "**ACADEMY CORE FACILITIES**," INCLUDING (I) THREE-HOLE GOLF PRACTICE COURSE, GOLF DRIVING RANGE, GOLF SHORT GAME AREA OR OTHER GOLF FACILITIES; (II) OLYMPIC COMPETITION POOL, ALL SEASON POOL, NEIGHBORHOOD POOL, OR OTHER SWIMMING FACILITIES; (III) SOCCER FIELD(S) OF OLYMPIC COMPETITIVE SIZE OR ANY OTHER SIZE, SOCCER ACADEMY BUILDING, PRACTICE SHOOTING WALL, OR ANY OTHER SOCCER FACILITIES; (IV) INDOOR OR OUTDOOR TENNIS COURTS, TRAINING WALLS OR OTHER TENNIS FACILITIES; AND (V) ANY FITNESS FACILITIES, EQUIPMENT, PROGRAMS, FITNESS ROOMS OR OTHER FITNESS FACILITIES.

ALL EXISTING SPORTS AND RECREATIONAL FACILITIES OR THOSE THAT MAY HAVE BEEN CONTEMPLATED, PLANNED OR REQUIRED IN THE FUTURE, ARE COLLECTIVELY REFERRED TO IN THIS DISCLAIMER AS THE "**RECREATIONAL FACILITIES**." ONLY THE THREE-HOLE PRACTICE COURSE, A NEIGHBORHOOD POOL, A SOCCER FIELD, AND OUTDOOR TENNIS COURTS HAVE BEEN CONSTRUCTED.

2. GRANTEE IS ACQUIRING THE PROPERTY WITHOUT RELYING UPON THE RECREATIONAL FACILITIES, EVEN THOUGH SOME OF THE RECREATIONAL FACILITIES HAVE BEEN BUILT, AND OTHERS MAY HAVE BEEN PLANNED TO BE BUILT BY DEVELOPERS OF LEGACY. GRANTEE IS NOT RELYING UPON ANY DOCUMENT REFERENCING THE RECREATIONAL FACILITIES OR OTHER COMMON AREAS OF THE SUBDIVISION, INCLUDING THE AMENITIES DESCRIBED OR SET FORTH IN CERTAIN RECORDED DOCUMENTS: (I) THE DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE CITY OF EAGLE, EAGLE SPORT LEGENDS DEVELOPMENT, LLC, EAGLE SPORT LEGENDS DEVELOPMENT # 2, LLC, AND EAGLE CREEK PROPERTIES, LLC, RECORDED OCTOBER 12, 2006, INSTRUMENT NO. 106161990, RECORDS ADA COUNTY, IDAHO; (II) ANY AND ALL AMENDMENTS, ADDENDUMS OR MODIFICATIONS TO THE DEVELOPMENT AGREEMENT; (III) THE DECLARATION OF RECREATIONAL COVENANT FOR LEGACY RECORDED APRIL 25, 2008, AS INSTRUMENT NO. 108048694, RECORDS ADA COUNTY, IDAHO, (IV) THE FINAL PLAT FOR MOSCA SECA SUBDIVISION NO. 1, RECORDED MARCH 11, 2008, AS INSTRUMENT NO. 108028316, AND THE FINAL PLAT FOR MOSCA SECA SUBDIVISION

NO. 2, RECORDED AUGUST 25, 2008, AS INSTRUMENT NO. 108096411; OR AS SET FORTH IN ANY UNRECORDED DOCUMENT, INCLUDING WITHOUT LIMITATION: (I) ANY CONCEPT PLANS, MAPS, SKETCHES, DRAWINGS, OR PLANS FOR THE PROJECT KNOWN AS "LEGACY"; OR (II) ANY OTHER LITERATURE, WEB SITES, SALES BROCHURES OR OTHER WRITTEN MATERIAL THAT MAY HAVE BEEN PUBLISHED, OR MADE AVAILABLE TO GRANTEE, OR MADE BY OR ON BEHALF OF GRANTOR.

3. THERE HAVE BEEN NO REPRESENTATIONS OR AGREEMENTS REGARDING THE OBLIGATIONS OF WHITE STURGEON, LLC, THE GRANTOR, OR ANY OF THEIR PREDECESSORS OR SUCCESSORS IN INTEREST, TO COMPLETE LEGACY AS A MASTER PLANNED COMMUNITY, INCLUDING COMPLETING ADDITIONAL WATER FEATURES, RECREATIONAL FACILITIES, PARKS, OPEN SPACES, OTHER LANDSCAPING, OR ANY FURTHER DEVELOPMENT OR OTHER IMPROVEMENTS TO THE SUBDIVISION OR TO LEGACY.

4. GRANTEE IS ACQUIRING THE LOT, SUBJECT TO ANY EASEMENTS, IN AN "AS IS" CONDITION "WITH ALL FAULTS," WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER, FROM OR ON BEHALF OF GRANTOR. THE LOT IS SUBJECT TO CERTAIN EASEMENTS, EITHER OF RECORD AND/OR IDENTIFIED IN THE RECORDED PLAT, INCLUDING, BUT WITHOUT LIMITATION, PUBLIC UTILITIES, PRESSURIZED IRRIGATION AND LOT DRAINAGE EASEMENTS FIVE FEET (5') ON EACH SIDE OF INTERIOR LOT LINES AND TWELVE FEET (12') CONTIGUOUS TO ALL REAR LOT LINES. CERTAIN LOTS THAT HAVE POND FRONTAGE ARE ENCUMBERED BY A PRESSURIZED IRRIGATION MAINLINE THAT IS LOCATED WITHIN THE TWELVE FOOT (12') REAR LOT LINE EASEMENT IN PLACES LESS THAN ONE FOOT (1') BELOW THE SURFACE AND CAN BE EASILY DAMAGED IF TREES OR OTHER LANDSCAPING ARE INSTALLED OR OTHER EXCAVATION OCCURS. SHOULD ANY DAMAGE BE DONE TO THE PRESSURIZED MAINLINE, THE COST TO REPAIR SAID DAMAGE, INCLUDING PRESSURIZED WATER FLOODING TO THE LOT, NEIGHBORING LOTS AND THE POND ITSELF, WILL BE BORNE BY THE GRANTEE.

Initials:

5. GRANTEE FURTHER ACKNOWLEDGES THAT IT IS THE GRANTEE'S OBLIGATION TO PROVIDE ADEQUATE SITE GRADING AND INSTALLATION OF ADEQUATE DRAINAGE FACILITIES THAT ENSURE THAT ALL WATER GENERATED FROM, COLLECTED UPON, OR OTHERWISE EXISTING ON THE LOT WILL NOT DAMAGE ANY IMPROVEMENTS TO BE BUILT ON THE PROPERTY; SHALL BE RETAINED ON THE LOT; AND SHALL NOT DRAIN ONTO ADJACENT PROPERTIES.

6. GRANTEE RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE, OR MAY HAVE IN THE FUTURE AGAINST CLOUD BERRY, LLC, HORSESHOE FLATS, LLC, BRAHMA, LLC, WHITE STURGEON, LLC, THEIR SUCCESSORS AND ASSIGNS, TOGETHER WITH ALL OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES, MEMBERS, AND AGENTS OF EACH OF THE FOREGOING, WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, CAUSES OF ACTIONS AND OTHER LIABILITIES ARISING FROM OR RELATING TO: (I) THE CONDITION OF THE SUBDIVISION, (II) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE SUBDIVISION, OR COMPLIANCE OF PAST OWNERS OF THE SUBDIVISION IN REGARD TO PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS OF THE CITY OF EAGLE.

[SIGNATURES FOUND ON FOLLOWING PAGE.]

DATED this 27th day of June, 2018

GRANTEE:
Solitude Homes, Inc.

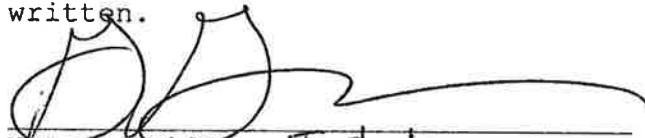


Cody Weight, President

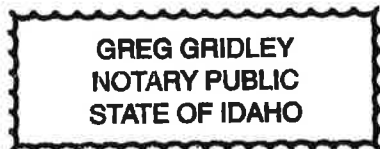
State of Idaho)
County of Ada)

On this 27th day of June, 2018, before me, the undersigned, a notary public in and for said state, personally appeared Cody Weight, 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.



Notary Public Idaho
Residing In : Meridian
Expires: 4/8/2021



ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

SF91218

WARRANTY DEED
(Pond Lot)

FOR VALUE RECEIVED, **White Sturgeon, LLC, an Idaho limited liability company**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Solitude Homes, Inc., an Idaho Corporation** hereinafter referred to as Grantee, whose current address is **PO Box 140393 Boise, ID. 83714**, the following described premises, situated in **Ada County, Idaho**, to wit:

Lot 12, Block 18 of SNOQUALMIE FALLS SUBDIVISION NO. 9, according to the plat thereof, filed in Book of 113 of Plats at Pages 16612 through 16614, Records of Ada County, Idaho (the "premises"), together with the easement appurtenant to said premises, identified and described in Instrument No. 2018-031666, records Ada County, Idaho, and subject to the terms thereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever, EXCEPTING AND RESERVING ONTO GRANTOR any and all groundwater and wastewater rights appurtenant to said premises, including without limitation those certain State of Idaho Department of Water Resources Water Right Nos. 63-32960, 63-32958 and 63-10700. And the Grantor does hereby covenant to and with the said Grantee, that 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever; PROVIDED, HOWEVER, this deed is subject to that certain DISCLAIMER set forth on **Exhibit A** attached hereto.

EXHIBIT A
DISCLAIMER

THE GRANTEE, BY ACCEPTANCE OF THIS WARRANTY DEED, ACKNOWLEDGES TO AND AGREES WITH GRANTOR THAT:

1. THE PROPERTY CONSISTS OF A LOT IN SNOQUALMIE FALLS SUBDIVISION NO. 9 (THE "**SUBDIVISION**") IN A PARTIALLY DEVELOPED PLANNED COMMUNITY SOMETIMES KNOWN AS LEGACY OR THE LEGACY COMMUNITY ("**LEGACY**") IN EAGLE, IDAHO. GRANTEE IS NOT RELYING UPON ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES CONCERNING EXISTING OR FUTURE AMENITIES IN LEGACY OF ANY NATURE OR KIND, INCLUDING WITHOUT LIMITATION THE EXISTING OR PLANNED FACILITIES, SOMETIMES REFERRED TO AS THE "ACADEMY FACILITIES" OR "ACADEMY CORE FACILITIES," INCLUDING (I) THREE-HOLE GOLF PRACTICE COURSE, GOLF DRIVING RANGE, GOLF SHORT GAME AREA OR OTHER GOLF FACILITIES; (II) OLYMPIC COMPETITION POOL, ALL SEASON POOL, NEIGHBORHOOD POOL, OR OTHER SWIMMING FACILITIES; (III) SOCCER FIELD(S) OF OLYMPIC COMPETITIVE SIZE OR ANY OTHER SIZE, SOCCER ACADEMY BUILDING, PRACTICE SHOOTING WALL, OR ANY OTHER SOCCER FACILITIES; (IV) INDOOR OR OUTDOOR TENNIS COURTS, TRAINING WALLS OR OTHER TENNIS FACILITIES; AND (V) ANY FITNESS FACILITIES, EQUIPMENT, PROGRAMS, FITNESS ROOMS OR OTHER FITNESS FACILITIES.

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NO. 2, RECORDED AUGUST 25, 2008, AS INSTRUMENT NO. 108096411; OR AS SET FORTH IN ANY UNRECORDED DOCUMENT, INCLUDING WITHOUT LIMITATION: (I) ANY CONCEPT PLANS, MAPS, SKETCHES, DRAWINGS, OR PLANS FOR THE PROJECT KNOWN AS "LEGACY"; OR (II) ANY OTHER LITERATURE, WEB SITES, SALES BROCHURES OR OTHER WRITTEN MATERIAL THAT MAY HAVE BEEN PUBLISHED, OR MADE AVAILABLE TO GRANTEE, OR MADE BY OR ON BEHALF OF GRANTOR.

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Initials:  _____

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6. GRANTEE RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE, OR MAY HAVE IN THE FUTURE AGAINST CLOUD BERRY, LLC, HORSESHOE FLATS, LLC, BRAHMA, LLC, WHITE STURGEON, LLC, THEIR SUCCESSORS AND ASSIGNS, TOGETHER WITH ALL OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES, MEMBERS, AND AGENTS OF EACH OF THE FOREGOING, WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, CAUSES OF ACTIONS AND OTHER LIABILITIES ARISING FROM OR RELATING TO: (I) THE CONDITION OF THE SUBDIVISION, (II) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE SUBDIVISION, OR COMPLIANCE OF PAST OWNERS OF THE SUBDIVISION IN REGARD TO PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS OF THE CITY OF EAGLE.

[SIGNATURES FOUND ON FOLLOWING PAGE.]

DATED this 27th day of June, 2018

GRANTEE:
Solitude Homes, Inc.

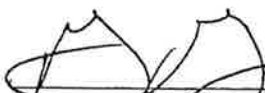


Cody Weight, President

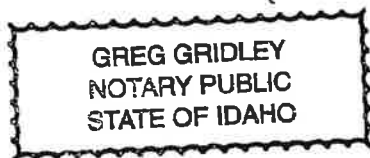
State of Idaho)
County of Ada)

On this 27th day of June, 2018, before me, the undersigned, a notary public in and for said state, personally appeared Cody Weight, 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.



Notary Public Idaho
Residing In : Meridian
Expires: 4/8/2021



ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=2 VICTORIA BAILEY
FIRST AMERICAN TITLE INSURANCE COMPANY

2018-060444
06/28/2018 03:23 PM
\$15.00

AFTER RECORDING MAIL TO:

Ruff
The Russ Family Irrevocable Trust
4717 W. Prickly Pear Drive
Eagle, ID. 83616

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=3 LISA BATT
FIRST AMERICAN TITLE INSURANCE COMPANY

2018-063722
07/09/2018 04:30 PM
\$15.00

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

** This deed is being re-recorded to correct name of owners**

QUITCLAIM DEED

File No.: 4101-SF91218 (TH)

Date: June 28, 2018

For Value Received, **Solitude Homes, Inc., an Idaho Corporation**, do(es) hereby convey, release, remise, and forever quit claim unto **The Russ Family Irrevocable Trust**, whose address is **4717 W. Prickly Pear Drive, Eagle, ID. 83616**, the following described premises in **Ada County, Idaho**, to-wit:

*Ruff

LEGAL DESCRIPTION: Real property in the County of Ada, State of Idaho, described as follows:

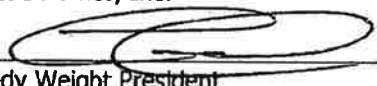
Lot 12, Block 18 of SNOQUALMIE FALLS SUBDIVISION NO. 9, according to the plat thereof, filed in Book of 113 of Plats at Pages 16612 through 16614, Records of Ada County, Idaho (the "premises"), together with the easement appurtenant to said premises, identified and described in Instrument No. 2018-031666, records Ada County, Idaho, and subject to the terms thereof.

APN:

together with their appurtenances.

Dated: June 28, 20 18

Solitude Homes, Inc.

By: 

Cody Weight President

2

AFTER RECORDING MAIL TO:

Ruff
The ~~Russ~~ Family Irrevocable Trust
4717 W. Prickly Pear Drive
Eagle, ID. 83616

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

****This deed is being re-recorded to correct name of owners****

QUITCLAIM DEED

File No.: **4101-SF91218 (TH)**

Date: **June 28, 2018**

For Value Received, **Solitude Homes, Inc., an Idaho Corporation**, do(es) hereby convey, release, remise, and forever quit claim unto **The ~~Russ~~ Family Irrevocable Trust**, whose address is **4717 W. Prickly Pear Drive, Eagle, ID. 83616**, the following described premises in **Ada County, Idaho**, to-wit:
*Ruff

LEGAL DESCRIPTION: Real property in the County of Ada, State of Idaho, described as follows:

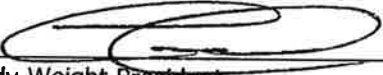
Lot 12, Block 18 of SNOQUALMIE FALLS SUBDIVISION NO. 9, according to the plat thereof, filed in Book of 113 of Plats at Pages 16612 through 16614, Records of Ada County, Idaho (the "premises"), together with the easement appurtenant to said premises, identified and described in Instrument No. 2018-031666, records Ada County, Idaho, and subject to the terms thereof.

APN:

together with their appurtenances.

Dated: June 28, 20 18

Solitude Homes, Inc.

By: 
Cody Weight President

APN:

Quitclaim Deed - continued

File No.: **4101-SF91218 (TH)**

Date: **06/28/2018**

STATE OF Idaho)
COUNTY OF Ada)
SS.

On this 28th day of June, 2018, before me, a Notary Public in and for said State, personally appeared **Cody Weight**, known or identified to me to be the **President** of the corporation that executed the within 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.



Notary Public for the State of Idaho

Residing at: Meridian, ID

My Commission Expires: 12/02/2021

TAMERA L. HOVDE
NOTARY PUBLIC
STATE OF IDAHO

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PART OF THE ORIGINAL DOCUMENT.

5F91417 TH

**WARRANTY DEED
(Pond Lot)**

FOR VALUE RECEIVED, **White Sturgeon, LLC, an Idaho limited liability company,** hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Home Builders, LLC,** hereinafter referred to as Grantee, whose current address is **PO Box 2663 Eagle, ID. 83616,** the following described premises, situated in **Ada County, Idaho,** to wit:

Lot 17, Block 17, of SNOQUALMIE FALLS SUBDIVISION NO. 9, according to the plat thereof, filed in Book of 113 of Plats at Pages 16612 through 16614, Records of Ada County, Idaho (the "premises"), together with the easement appurtenant to said premises, identified and described in Instrument No. 2018-031666, records Ada County, Idaho, and subject to the terms thereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever, EXCEPTING AND RESERVING ONTO GRANTOR any and all groundwater and wastewater rights appurtenant to said premises, including without limitation those certain State of Idaho Department of Water Resources Water Right Nos. 63-32960, 63-32958 and 63-10700. And the Grantor does hereby covenant to and with the said Grantee, that 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever; PROVIDED, HOWEVER, this deed is subject to that certain DISCLAIMER set forth on **Exhibit A** attached hereto.

**White Sturgeon, LLC, an Idaho limited liability company,
By: Developers Services, Inc. Its Manager,**

By:

STATE OF IDAHO,)
 SS.
County of Ada.)

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

Notary Public for Idaho

Residing at Boise, Idaho

My Commission Expires: 7-15-2022



EXHIBIT A
DISCLAIMER

THE GRANTEE, BY ACCEPTANCE OF THIS WARRANTY DEED, ACKNOWLEDGES TO AND AGREES WITH GRANTOR THAT:

1. THE PROPERTY CONSISTS OF A LOT IN SNOQUALMIE FALLS SUBDIVISION NO. 9 (THE "**SUBDIVISION**") IN A PARTIALLY DEVELOPED PLANNED COMMUNITY SOMETIMES KNOWN AS LEGACY OR THE LEGACY COMMUNITY ("**LEGACY**") IN EAGLE, IDAHO. GRANTEE IS NOT RELYING UPON ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES CONCERNING EXISTING OR FUTURE AMENITIES IN LEGACY OF ANY NATURE OR KIND, INCLUDING WITHOUT LIMITATION THE EXISTING OR PLANNED FACILITIES, SOMETIMES REFERRED TO AS THE "ACADEMY FACILITIES" OR "ACADEMY CORE FACILITIES," INCLUDING (I) THREE-HOLE GOLF PRACTICE COURSE, GOLF DRIVING RANGE, GOLF SHORT GAME AREA OR OTHER GOLF FACILITIES; (II) OLYMPIC COMPETITION POOL, ALL SEASON POOL, NEIGHBORHOOD POOL, OR OTHER SWIMMING FACILITIES; (III) SOCCER FIELD(S) OF OLYMPIC COMPETITIVE SIZE OR ANY OTHER SIZE, SOCCER ACADEMY BUILDING, PRACTICE SHOOTING WALL, OR ANY OTHER SOCCER FACILITIES; (IV) INDOOR OR OUTDOOR TENNIS COURTS, TRAINING WALLS OR OTHER TENNIS FACILITIES; AND (V) ANY FITNESS FACILITIES, EQUIPMENT, PROGRAMS, FITNESS ROOMS OR OTHER FITNESS FACILITIES.

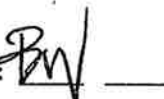
ALL EXISTING SPORTS AND RECREATIONAL FACILITIES OR THOSE THAT MAY HAVE BEEN CONTEMPLATED, PLANNED OR REQUIRED IN THE FUTURE, ARE COLLECTIVELY REFERRED TO IN THIS DISCLAIMER AS THE "**RECREATIONAL FACILITIES**." ONLY THE THREE-HOLE PRACTICE COURSE, A NEIGHBORHOOD POOL, A SOCCER FIELD, AND OUTDOOR TENNIS COURTS HAVE BEEN CONSTRUCTED.

2. GRANTEE IS ACQUIRING THE PROPERTY WITHOUT RELYING UPON THE RECREATIONAL FACILITIES, EVEN THOUGH SOME OF THE RECREATIONAL FACILITIES HAVE BEEN BUILT, AND OTHERS MAY HAVE BEEN PLANNED TO BE BUILT BY DEVELOPERS OF LEGACY. GRANTEE IS NOT RELYING UPON ANY DOCUMENT REFERENCING THE RECREATIONAL FACILITIES OR OTHER COMMON AREAS OF THE SUBDIVISION, INCLUDING THE AMENITIES DESCRIBED OR SET FORTH IN CERTAIN RECORDED DOCUMENTS: (I) THE DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE CITY OF EAGLE, EAGLE SPORT LEGENDS DEVELOPMENT, LLC, EAGLE SPORT LEGENDS DEVELOPMENT # 2, LLC, AND EAGLE CREEK PROPERTIES, LLC, RECORDED OCTOBER 12, 2006, INSTRUMENT NO. 106161990, RECORDS ADA COUNTY, IDAHO; (II) ANY AND ALL AMENDMENTS, ADDENDUMS OR MODIFICATIONS TO THE DEVELOPMENT AGREEMENT; (III) THE DECLARATION OF RECREATIONAL COVENANT FOR LEGACY RECORDED APRIL 25, 2008, AS INSTRUMENT NO. 108048694, RECORDS ADA COUNTY, IDAHO, (IV) THE FINAL PLAT FOR MOSCA SECA SUBDIVISION NO. 1, RECORDED MARCH 11, 2008, AS INSTRUMENT NO. 108028316, AND THE FINAL PLAT FOR MOSCA SECA SUBDIVISION

NO. 2, RECORDED AUGUST 25, 2008, AS INSTRUMENT NO. 108096411; OR AS SET FORTH IN ANY UNRECORDED DOCUMENT, INCLUDING WITHOUT LIMITATION: (I) ANY CONCEPT PLANS, MAPS, SKETCHES, DRAWINGS, OR PLANS FOR THE PROJECT KNOWN AS "LEGACY"; OR (II) ANY OTHER LITERATURE, WEB SITES, SALES BROCHURES OR OTHER WRITTEN MATERIAL THAT MAY HAVE BEEN PUBLISHED, OR MADE AVAILABLE TO GRANTEE, OR MADE BY OR ON BEHALF OF GRANTOR.

3. THERE HAVE BEEN NO REPRESENTATIONS OR AGREEMENTS REGARDING THE OBLIGATIONS OF WHITE STURGEON, LLC, THE GRANTOR, OR ANY OF THEIR PREDECESSORS OR SUCCESSORS IN INTEREST, TO COMPLETE LEGACY AS A MASTER PLANNED COMMUNITY, INCLUDING COMPLETING ADDITIONAL WATER FEATURES, RECREATIONAL FACILITIES, PARKS, OPEN SPACES, OTHER LANDSCAPING, OR ANY FURTHER DEVELOPMENT OR OTHER IMPROVEMENTS TO THE SUBDIVISION OR TO LEGACY.

4. GRANTEE IS ACQUIRING THE LOT, SUBJECT TO ANY EASEMENTS, IN AN "AS IS" CONDITION "WITH ALL FAULTS," WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER, FROM OR ON BEHALF OF GRANTOR. THE LOT IS SUBJECT TO CERTAIN EASEMENTS, EITHER OF RECORD AND/OR IDENTIFIED IN THE RECORDED PLAT, INCLUDING, BUT WITHOUT LIMITATION, PUBLIC UTILITIES, PRESSURIZED IRRIGATION AND LOT DRAINAGE EASEMENTS FIVE FEET (5') ON EACH SIDE OF INTERIOR LOT LINES AND TWELVE FEET (12') CONTIGUOUS TO ALL REAR LOT LINES. CERTAIN LOTS THAT HAVE POND FRONTAGE ARE ENCUMBERED BY A PRESSURIZED IRRIGATION MAINLINE THAT IS LOCATED WITHIN THE TWELVE FOOT (12') REAR LOT LINE EASEMENT IN PLACES LESS THAN ONE FOOT (1') BELOW THE SURFACE AND CAN BE EASILY DAMAGED IF TREES OR OTHER LANDSCAPING ARE INSTALLED OR OTHER EXCAVATION OCCURS. SHOULD ANY DAMAGE BE DONE TO THE PRESSURIZED MAINLINE, THE COST TO REPAIR SAID DAMAGE, INCLUDING PRESSURIZED WATER FLOODING TO THE LOT, NEIGHBORING LOTS AND THE POND ITSELF, WILL BE BORNE BY THE GRANTEE.

Initials: 

5. GRANTEE FURTHER ACKNOWLEDGES THAT IT IS THE GRANTEE'S OBLIGATION TO PROVIDE ADEQUATE SITE GRADING AND INSTALLATION OF ADEQUATE DRAINAGE FACILITIES THAT ENSURE THAT ALL WATER GENERATED FROM, COLLECTED UPON, OR OTHERWISE EXISTING ON THE LOT WILL NOT DAMAGE ANY IMPROVEMENTS TO BE BUILT ON THE PROPERTY; SHALL BE RETAINED ON THE LOT; AND SHALL NOT DRAIN ONTO ADJACENT PROPERTIES.

6. GRANTEE RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE, OR MAY HAVE IN THE FUTURE AGAINST CLOUD BERRY, LLC, HORSESHOE FLATS, LLC, BRAHMA, LLC, WHITE STURGEON, LLC, THEIR SUCCESSORS AND ASSIGNS, TOGETHER WITH ALL OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES, MEMBERS, AND AGENTS OF EACH OF THE FOREGOING, WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, CAUSES OF ACTIONS AND OTHER LIABILITIES ARISING FROM OR RELATING TO: (I) THE CONDITION OF THE SUBDIVISION, (II) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE SUBDIVISION, OR COMPLIANCE OF PAST OWNERS OF THE SUBDIVISION IN REGARD TO PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS OF THE CITY OF EAGLE.

[SIGNATURES FOUND ON FOLLOWING PAGE.]

DATED this 13th day of July, 2018

GRANTEE:

[Signature] PR
Home Builders, LLC by Bill Winterburn, Member

State of Idaho)
County of Ada)

On this 13th day of July, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Bill Winterburn, known or identified to me to be a member of the limited liability company of Home Builders, LLC and the member who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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]
Notary
Residing In _____ Residing in: Meridian, ID
Expires: _____ Commission Expires: 12/2/2021

TAMERA L. HOVDE
NOTARY PUBLIC
STATE OF IDAHO

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

SF92017

WARRANTY DEED
(Non-Pond Lot)

FOR VALUE RECEIVED, **White Sturgeon, LLC** an Idaho limited liability company, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Superior Custom Homes, LTD. CO.**, hereinafter referred to as Grantee, whose current address is PO Box 337 Eagle, ID. 83616 the following described premises, situated in **Ada County, Idaho**, to wit:

Lot 20 Block 17 of SNOQUALMIE FALLS SUBDIVISION NO. 9,
according to the plat thereof, filed in Book 113 of Plats at Pages 16612
through 116614, Records of Ada County, Idaho (the "premises.")

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever, EXCEPTING AND RESERVING ONTO GRANTOR any and all groundwater and wastewater rights appurtenant to said premises, including without limitation those certain State of Idaho Department of Water Resources Water Right Nos. 63-32960, 63-32958 and 63-10700. And the Grantor does hereby covenant to and with the said Grantee, that 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever; PROVIDED, HOWEVER, this deed is subject to that certain DISCLAIMER set forth on **Exhibit A** attached hereto.

EXHIBIT A
DISCLAIMER

THE GRANTEE, BY ACCEPTANCE OF THIS WARRANTY DEED, ACKNOWLEDGES TO AND AGREES WITH GRANTOR THAT:

1. THE PROPERTY CONSISTS OF A LOT IN SNOQUALMIE FALLS SUBDIVISION NO. 9 (THE "**SUBDIVISION**") IN A PARTIALLY DEVELOPED PLANNED COMMUNITY SOMETIMES KNOWN AS LEGACY OR THE LEGACY COMMUNITY ("**LEGACY**") IN EAGLE, IDAHO. GRANTEE IS NOT RELYING UPON ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES CONCERNING EXISTING OR FUTURE AMENITIES IN LEGACY OF ANY NATURE OR KIND, INCLUDING WITHOUT LIMITATION THE EXISTING OR PLANNED FACILITIES, SOMETIMES REFERRED TO AS THE "ACADEMY FACILITIES" OR "ACADEMY CORE FACILITIES," INCLUDING (I) THREE-HOLE GOLF PRACTICE COURSE, GOLF DRIVING RANGE, GOLF SHORT GAME AREA OR OTHER GOLF FACILITIES; (II) OLYMPIC COMPETITION POOL, ALL SEASON POOL, NEIGHBORHOOD POOL, OR OTHER SWIMMING FACILITIES; (III) SOCCER FIELD(S) OF OLYMPIC COMPETITIVE SIZE OR ANY OTHER SIZE, SOCCER ACADEMY BUILDING, PRACTICE SHOOTING WALL, OR ANY OTHER SOCCER FACILITIES; (IV) INDOOR OR OUTDOOR TENNIS COURTS, TRAINING WALLS OR OTHER TENNIS FACILITIES; AND (V) ANY FITNESS FACILITIES, EQUIPMENT, PROGRAMS, FITNESS ROOMS OR OTHER FITNESS FACILITIES.

ALL EXISTING SPORTS AND RECREATIONAL FACILITIES OR THOSE THAT MAY HAVE BEEN CONTEMPLATED, PLANNED OR REQUIRED IN THE FUTURE, ARE COLLECTIVELY REFERRED TO IN THIS DISCLAIMER AS THE "**RECREATIONAL FACILITIES**." ONLY THE THREE-HOLE PRACTICE COURSE, A NEIGHBORHOOD POOL, A SOCCER FIELD, AND OUTDOOR TENNIS COURTS HAVE BEEN CONSTRUCTED.

2. GRANTEE IS ACQUIRING THE PROPERTY WITHOUT RELYING UPON THE RECREATIONAL FACILITIES, EVEN THOUGH SOME OF THE RECREATIONAL FACILITIES HAVE BEEN BUILT, AND OTHERS MAY HAVE BEEN PLANNED TO BE BUILT BY DEVELOPERS OF LEGACY. GRANTEE IS NOT RELYING UPON ANY DOCUMENT REFERENCING THE RECREATIONAL FACILITIES OR OTHER COMMON AREAS OF THE SUBDIVISION, INCLUDING THE AMENITIES DESCRIBED OR SET FORTH IN CERTAIN RECORDED DOCUMENTS: (I) THE DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE CITY OF EAGLE, EAGLE SPORT LEGENDS DEVELOPMENT, LLC, EAGLE SPORT LEGENDS DEVELOPMENT # 2, LLC, AND EAGLE CREEK PROPERTIES, LLC, RECORDED OCTOBER 12, 2006, INSTRUMENT NO. 106161990, RECORDS ADA COUNTY, IDAHO; (II) ANY AND ALL AMENDMENTS, ADDENDUMS OR MODIFICATIONS TO THE DEVELOPMENT AGREEMENT; (III) THE DECLARATION OF RECREATIONAL COVENANT FOR LEGACY RECORDED APRIL 25, 2008, AS INSTRUMENT NO. 108048694, RECORDS ADA COUNTY, IDAHO, (IV) THE FINAL PLAT FOR MOSCA SECA SUBDIVISION NO. 1, RECORDED MARCH 11, 2008, AS INSTRUMENT NO. 108028316, AND THE FINAL

PLAT FOR MOSCA SECA SUBDIVISION NO. 2, RECORDED AUGUST 25, 2008, AS INSTRUMENT NO. 108096411; OR AS SET FORTH IN ANY UNRECORDED DOCUMENT, INCLUDING WITHOUT LIMITATION: (I) ANY CONCEPT PLANS, MAPS, SKETCHES, DRAWINGS, OR PLANS FOR THE PROJECT KNOWN AS "LEGACY"; OR (II) ANY OTHER LITERATURE, WEB SITES, SALES BROCHURES OR OTHER WRITTEN MATERIAL THAT MAY HAVE BEEN PUBLISHED, OR MADE AVAILABLE TO GRANTEE, OR MADE BY OR ON BEHALF OF GRANTOR.

3. THERE HAVE BEEN NO REPRESENTATIONS OR AGREEMENTS REGARDING THE OBLIGATIONS OF WHITE STURGEON, LLC, THE GRANTOR, OR ANY OF THEIR PREDECESSORS OR SUCCESSORS IN INTEREST, TO COMPLETE LEGACY AS A MASTER PLANNED COMMUNITY, INCLUDING COMPLETING ADDITIONAL WATER FEATURES, RECREATIONAL FACILITIES, PARKS, OPEN SPACES, OTHER LANDSCAPING, OR ANY FURTHER DEVELOPMENT OR OTHER IMPROVEMENTS TO THE SUBDIVISION OR TO LEGACY.

4. GRANTEE IS ACQUIRING THE LOT, TOGETHER WITH ANY EASEMENTS, IN AN "AS IS" CONDITION "WITH ALL FAULTS," WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER, FROM OR ON BEHALF OF GRANTOR, OTHER THAN THOSE EXPRESSLY STATED IN THIS DEED.

5. GRANTEE FURTHER ACKNOWLEDGES THAT IT IS THE GRANTEE'S OBLIGATION TO PROVIDE ADEQUATE SITE GRADING AND INSTALLATION OF ADEQUATE DRAINAGE FACILITIES THAT ENSURE THAT ALL WATER GENERATED FROM, COLLECTED UPON, OR OTHERWISE EXISTING ON THE LOT WILL NOT DAMAGE ANY IMPROVEMENTS TO BE BUILT ON THE PROPERTY; SHALL BE RETAINED ON THE LOT; AND SHALL NOT DRAIN ONTO ADJACENT PROPERTIES.

6. GRANTEE RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE, OR MAY HAVE IN THE FUTURE AGAINST CLOUD BERRY, LLC, HORSESHOE FLATS, LLC, BRAHMA, LLC, WHITE STURGEON, LLC, THEIR SUCCESSORS AND ASSIGNS, TOGETHER WITH ALL OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES, MEMBERS, AND AGENTS OF EACH OF THE FOREGOING, WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, CAUSES OF ACTIONS AND OTHER LIABILITIES ARISING FROM OR RELATING TO: (I) THE CONDITION OF THE SUBDIVISION, (II) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE SUBDIVISION, OR COMPLIANCE OF PAST OWNERS OF THE SUBDIVISION IN REGARD TO PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS OF THE CITY OF EAGLE.

DATED this 3rd day of June, 2018

GRANTEE:

Ronald L. Henry

State of Idaho)
County of Ada)

On this 3rd day of June, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald L. Henry, known or identified to me to be a member of the limited liability company of Superior Custom Homes, LTD. CO and the Member who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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

Tamera L. Hovde
Notary
Residing In Residing in: Meridian, ID
Expires: Commission Expires: 12/2/2021

TAMERA L. HOVDE
NOTARY PUBLIC
STATE OF IDAHO

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

3F 9657

**WARRANTY DEED
(Pond Lot)**

FOR VALUE RECEIVED, **White Sturgeon, LLC**, an Idaho limited liability company, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Mallon Homes, LLC**, hereinafter referred to as Grantee, whose current address is **9029 W. Vallejo Lane Boise, ID. 83709**, the following described premises, situated in **Ada County, Idaho**, to wit:

Lot 65, Block 7 of SNOQUALMIE FALLS SUBDIVISION NO. 9, according to the plat thereof, filed in Book of 113 of Plats at Pages 16612 through 16614, Records of Ada County, Idaho (the "premises"), together with the easement appurtenant to said premises, identified and described in Instrument No. 2018-031666, records Ada County, Idaho, and subject to the terms thereof.

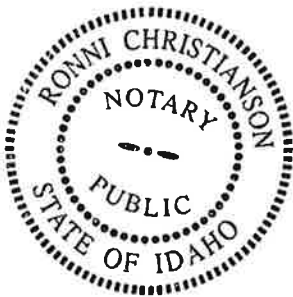
TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever, EXCEPTING AND RESERVING ONTO GRANTOR any and all groundwater and wastewater rights appurtenant to said premises, including without limitation those certain State of Idaho Department of Water Resources Water Right Nos. 63-32960, 63-32958 and 63-10700. And the Grantor does hereby covenant to and with the said Grantee, that 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever; PROVIDED, HOWEVER, this deed is subject to that certain DISCLAIMER set forth on **Exhibit A** attached hereto.

**White Sturgeon, LLC, an Idaho limited liability company,
By: Developers Services, Inc. Its Manager,**

By:

STATE OF IDAHO,)
 ss.
County of Ada.)

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



Rona Christianson
Notary Public for Idaho
Residing at Bose, Idaho
My Commission Expires: 7-15-2022

EXHIBIT A
DISCLAIMER

THE GRANTEE, BY ACCEPTANCE OF THIS WARRANTY DEED, ACKNOWLEDGES TO AND AGREES WITH GRANTOR THAT:

1. THE PROPERTY CONSISTS OF A LOT IN SNOQUALMIE FALLS SUBDIVISION NO. 9 (THE "**SUBDIVISION**") IN A PARTIALLY DEVELOPED PLANNED COMMUNITY SOMETIMES KNOWN AS LEGACY OR THE LEGACY COMMUNITY ("**LEGACY**") IN EAGLE, IDAHO. GRANTEE IS NOT RELYING UPON ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES CONCERNING EXISTING OR FUTURE AMENITIES IN LEGACY OF ANY NATURE OR KIND, INCLUDING WITHOUT LIMITATION THE EXISTING OR PLANNED FACILITIES, SOMETIMES REFERRED TO AS THE "ACADEMY FACILITIES" OR "ACADEMY CORE FACILITIES," INCLUDING (I) THREE-HOLE GOLF PRACTICE COURSE, GOLF DRIVING RANGE, GOLF SHORT GAME AREA OR OTHER GOLF FACILITIES; (II) OLYMPIC COMPETITION POOL, ALL SEASON POOL, NEIGHBORHOOD POOL, OR OTHER SWIMMING FACILITIES; (III) SOCCER FIELD(S) OF OLYMPIC COMPETITIVE SIZE OR ANY OTHER SIZE, SOCCER ACADEMY BUILDING, PRACTICE SHOOTING WALL, OR ANY OTHER SOCCER FACILITIES; (IV) INDOOR OR OUTDOOR TENNIS COURTS, TRAINING WALLS OR OTHER TENNIS FACILITIES; AND (V) ANY FITNESS FACILITIES, EQUIPMENT, PROGRAMS, FITNESS ROOMS OR OTHER FITNESS FACILITIES.

ALL EXISTING SPORTS AND RECREATIONAL FACILITIES OR THOSE THAT MAY HAVE BEEN CONTEMPLATED, PLANNED OR REQUIRED IN THE FUTURE, ARE COLLECTIVELY REFERRED TO IN THIS DISCLAIMER AS THE "**RECREATIONAL FACILITIES.**" ONLY THE THREE-HOLE PRACTICE COURSE, A NEIGHBORHOOD POOL, A SOCCER FIELD, AND OUTDOOR TENNIS COURTS HAVE BEEN CONSTRUCTED.

2. GRANTEE IS ACQUIRING THE PROPERTY WITHOUT RELYING UPON THE RECREATIONAL FACILITIES, EVEN THOUGH SOME OF THE RECREATIONAL FACILITIES HAVE BEEN BUILT, AND OTHERS MAY HAVE BEEN PLANNED TO BE BUILT BY DEVELOPERS OF LEGACY. GRANTEE IS NOT RELYING UPON ANY DOCUMENT REFERENCING THE RECREATIONAL FACILITIES OR OTHER COMMON AREAS OF THE SUBDIVISION, INCLUDING THE AMENITIES DESCRIBED OR SET FORTH IN CERTAIN RECORDED DOCUMENTS: (I) THE DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE CITY OF EAGLE, EAGLE SPORT LEGENDS DEVELOPMENT, LLC, EAGLE SPORT LEGENDS DEVELOPMENT # 2, LLC, AND EAGLE CREEK PROPERTIES, LLC, RECORDED OCTOBER 12, 2006, INSTRUMENT NO. 106161990, RECORDS ADA COUNTY, IDAHO; (II) ANY AND ALL AMENDMENTS, ADDENDUMS OR MODIFICATIONS TO THE DEVELOPMENT AGREEMENT; (III) THE DECLARATION OF RECREATIONAL COVENANT FOR LEGACY RECORDED APRIL 25, 2008, AS INSTRUMENT NO. 108048694, RECORDS ADA COUNTY, IDAHO, (IV) THE FINAL PLAT FOR MOSCA SECA SUBDIVISION NO. 1, RECORDED MARCH 11, 2008, AS INSTRUMENT NO. 108028316, AND THE FINAL PLAT FOR MOSCA SECA SUBDIVISION

NO. 2, RECORDED AUGUST 25, 2008, AS INSTRUMENT NO. 108096411; OR AS SET FORTH IN ANY UNRECORDED DOCUMENT, INCLUDING WITHOUT LIMITATION: (I) ANY CONCEPT PLANS, MAPS, SKETCHES, DRAWINGS, OR PLANS FOR THE PROJECT KNOWN AS "LEGACY"; OR (II) ANY OTHER LITERATURE, WEB SITES, SALES BROCHURES OR OTHER WRITTEN MATERIAL THAT MAY HAVE BEEN PUBLISHED, OR MADE AVAILABLE TO GRANTEE, OR MADE BY OR ON BEHALF OF GRANTOR.

3. THERE HAVE BEEN NO REPRESENTATIONS OR AGREEMENTS REGARDING THE OBLIGATIONS OF WHITE STURGEON, LLC, THE GRANTOR, OR ANY OF THEIR PREDECESSORS OR SUCCESSORS IN INTEREST, TO COMPLETE LEGACY AS A MASTER PLANNED COMMUNITY, INCLUDING COMPLETING ADDITIONAL WATER FEATURES, RECREATIONAL FACILITIES, PARKS, OPEN SPACES, OTHER LANDSCAPING, OR ANY FURTHER DEVELOPMENT OR OTHER IMPROVEMENTS TO THE SUBDIVISION OR TO LEGACY.

4. GRANTEE IS ACQUIRING THE LOT, SUBJECT TO ANY EASEMENTS, IN AN "AS IS" CONDITION "WITH ALL FAULTS," WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER, FROM OR ON BEHALF OF GRANTOR. THE LOT IS SUBJECT TO CERTAIN EASEMENTS, EITHER OF RECORD AND/OR IDENTIFIED IN THE RECORDED PLAT, INCLUDING, BUT WITHOUT LIMITATION, PUBLIC UTILITIES, PRESSURIZED IRRIGATION AND LOT DRAINAGE EASEMENTS FIVE FEET (5') ON EACH SIDE OF INTERIOR LOT LINES AND TWELVE FEET (12') CONTIGUOUS TO ALL REAR LOT LINES. CERTAIN LOTS THAT HAVE POND FRONTAGE ARE ENCUMBERED BY A PRESSURIZED IRRIGATION MAINLINE THAT IS LOCATED WITHIN THE TWELVE FOOT (12') REAL LOT LINE EASEMENT IN PLACES LESS THAN ONE FOOT (1') BELOW THE SURFACE AND CAN BE EASILY DAMAGED IF TREES OR OTHER LANDSCAPING ARE INSTALLED OR OTHER EXCAVATION OCCURS. SHOULD ANY DAMAGE BE DONE TO THE PRESSURIZED MAINLINE, THE COST TO REPAIR SAID DAMAGE, INCLUDING PRESSURIZED WATER FLOODING TO THE LOT, NEIGHBORING LOTS AND THE POND ITSELF, WILL BE BORNE BY THE GRANTEE.

Initials: OW _____

5. GRANTEE FURTHER ACKNOWLEDGES THAT IT IS THE GRANTEE'S OBLIGATION TO PROVIDE ADEQUATE SITE GRADING AND INSTALLATION OF ADEQUATE DRAINAGE FACILITIES THAT ENSURE THAT ALL WATER GENERATED FROM, COLLECTED UPON, OR OTHERWISE EXISTING ON THE LOT WILL NOT DAMAGE ANY IMPROVEMENTS TO BE BUILT ON THE PROPERTY; SHALL BE RETAINED ON THE LOT; AND SHALL NOT DRAIN ONTO ADJACENT PROPERTIES.

6. GRANTEE RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE, OR MAY HAVE IN THE FUTURE AGAINST CLOUD BERRY, LLC, HORSESHOE FLATS, LLC, BRAHMA, LLC, WHITE STURGEON, LLC, THEIR SUCCESSORS AND ASSIGNS, TOGETHER WITH ALL OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES, MEMBERS, AND AGENTS OF EACH OF THE FOREGOING, WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, CAUSES OF ACTIONS AND OTHER LIABILITIES ARISING FROM OR RELATING TO: (I) THE CONDITION OF THE SUBDIVISION, (II) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE SUBDIVISION, OR COMPLIANCE OF PAST OWNERS OF THE SUBDIVISION IN REGARD TO PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS OF THE CITY OF EAGLE.

[SIGNATURES FOUND ON FOLLOWING PAGE.]

DATED this 14th day of June, 2018

GRANTEE: Mallon Homes, LLC

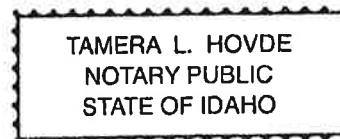
Trudy Mallon
By: Trudy Mallon, Member

State of Idaho)
County of Ada)

On this 14 day of June, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Trudy Mallon, known or identified to me to be a member of the limited liability company of Mallon Homes, LLC, and the member who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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

Tamera L. Hovde
Notary
Residing In Residing in: Meridian, ID
Expires: Commission Expires: 12/2/2021



6

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=6 BONNIE OBERBILLIG
FIRST AMERICAN TITLE INSURANCE COMPANY

2018-063792
07/10/2018 10:25 AM
\$15.00

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

SF 9687 TH

WARRANTY DEED
(Pond Lot)

FOR VALUE RECEIVED, **White Sturgeon, LLC, an Idaho limited liability company**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Kevin A. Howell, an unmarried man and Candice Tell, an unmarried woman**, hereinafter referred to as Grantee, whose current address is 3005 Crescent Rim Drive #301 Boise, ID. 83706, the following described premises, situated in **Ada County, Idaho**, to wit:

Lot 68, Block 7 of SNOQUALMIE FALLS SUBDIVISION NO. 9, according to the plat thereof, filed in Book of 113 of Plats at Pages 16612 through 16614, Records of Ada County, Idaho (the "premises"), together with the easement appurtenant to said premises, identified and described in Instrument No. 2018-031666, records Ada County, Idaho, and subject to the terms thereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever, EXCEPTING AND RESERVING ONTO GRANTOR any and all groundwater and wastewater rights appurtenant to said premises, including without limitation those certain State of Idaho Department of Water Resources Water Right Nos. 63-32960, 63-32958 and 63-10700. And the Grantor does hereby covenant to and with the said Grantee, that 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever; PROVIDED, HOWEVER, this deed is subject to that certain DISCLAIMER set forth on **Exhibit A** attached hereto.

DATED this 24th day of May, 2018.

White Sturgeon, LLC, an Idaho limited liability company,
By: Developers Services, Inc. Its Manager,

By:

Brian F. McColl
Brian F. McColl, its President

STATE OF IDAHO,)

ss.

County of Ada.)

On this 24th day of May, 2018, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared **Brian F. McColl**, known or identified to me to be the **President of Developers Services, Inc.**, an Idaho corporation, the **Manager of White Sturgeon, LLC**, an Idaho limited liability company, and the limited liability company who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company; and that such limited liability company 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.



Ronni Christman

Notary Public for Idaho

Residing at Bain, Idaho

My Commission Expires: 7-15-2022

EXHIBIT A
DISCLAIMER

THE GRANTEE, BY ACCEPTANCE OF THIS WARRANTY DEED, ACKNOWLEDGES TO AND AGREES WITH GRANTOR THAT:

1. THE PROPERTY CONSISTS OF A LOT IN SNOQUALMIE FALLS SUBDIVISION NO. 9 (THE "**SUBDIVISION**") IN A PARTIALLY DEVELOPED PLANNED COMMUNITY SOMETIMES KNOWN AS LEGACY OR THE LEGACY COMMUNITY ("**LEGACY**") IN EAGLE, IDAHO. GRANTEE IS NOT RELYING UPON ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES CONCERNING EXISTING OR FUTURE AMENITIES IN LEGACY OF ANY NATURE OR KIND, INCLUDING WITHOUT LIMITATION THE EXISTING OR PLANNED FACILITIES, SOMETIMES REFERRED TO AS THE "**ACADEMY FACILITIES**" OR "**ACADEMY CORE FACILITIES**," INCLUDING (I) THREE-HOLE GOLF PRACTICE COURSE, GOLF DRIVING RANGE, GOLF SHORT GAME AREA OR OTHER GOLF FACILITIES; (II) OLYMPIC COMPETITION POOL, ALL SEASON POOL, NEIGHBORHOOD POOL, OR OTHER SWIMMING FACILITIES; (III) SOCCER FIELD(S) OF OLYMPIC COMPETITIVE SIZE OR ANY OTHER SIZE, SOCCER ACADEMY BUILDING, PRACTICE SHOOTING WALL, OR ANY OTHER SOCCER FACILITIES; (IV) INDOOR OR OUTDOOR TENNIS COURTS, TRAINING WALLS OR OTHER TENNIS FACILITIES; AND (V) ANY FITNESS FACILITIES, EQUIPMENT, PROGRAMS, FITNESS ROOMS OR OTHER FITNESS FACILITIES.

ALL EXISTING SPORTS AND RECREATIONAL FACILITIES OR THOSE THAT MAY HAVE BEEN CONTEMPLATED, PLANNED OR REQUIRED IN THE FUTURE, ARE COLLECTIVELY REFERRED TO IN THIS DISCLAIMER AS THE "**RECREATIONAL FACILITIES**." ONLY THE THREE-HOLE PRACTICE COURSE, A NEIGHBORHOOD POOL, A SOCCER FIELD, AND OUTDOOR TENNIS COURTS HAVE BEEN CONSTRUCTED.

2. GRANTEE IS ACQUIRING THE PROPERTY WITHOUT RELYING UPON THE RECREATIONAL FACILITIES, EVEN THOUGH SOME OF THE RECREATIONAL FACILITIES HAVE BEEN BUILT, AND OTHERS MAY HAVE BEEN PLANNED TO BE BUILT BY DEVELOPERS OF LEGACY. GRANTEE IS NOT RELYING UPON ANY DOCUMENT REFERENCING THE RECREATIONAL FACILITIES OR OTHER COMMON AREAS OF THE SUBDIVISION, INCLUDING THE AMENITIES DESCRIBED OR SET FORTH IN CERTAIN RECORDED DOCUMENTS: (I) THE DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE CITY OF EAGLE, EAGLE SPORT LEGENDS DEVELOPMENT, LLC, EAGLE SPORT LEGENDS DEVELOPMENT # 2, LLC, AND EAGLE CREEK PROPERTIES, LLC, RECORDED OCTOBER 12, 2006, INSTRUMENT NO. 106161990, RECORDS ADA COUNTY, IDAHO; (II) ANY AND ALL AMENDMENTS, ADDENDUMS OR MODIFICATIONS TO THE DEVELOPMENT AGREEMENT; (III) THE DECLARATION OF RECREATIONAL COVENANT FOR LEGACY RECORDED APRIL 25, 2008, AS INSTRUMENT NO. 108048694, RECORDS ADA COUNTY, IDAHO, (IV) THE FINAL PLAT FOR MOSCA SECA SUBDIVISION NO. 1, RECORDED MARCH 11, 2008, AS INSTRUMENT NO. 108028316, AND THE FINAL PLAT FOR MOSCA SECA SUBDIVISION

NO. 2, RECORDED AUGUST 25, 2008, AS INSTRUMENT NO. 108096411; OR AS SET FORTH IN ANY UNRECORDED DOCUMENT, INCLUDING WITHOUT LIMITATION: (I) ANY CONCEPT PLANS, MAPS, SKETCHES, DRAWINGS, OR PLANS FOR THE PROJECT KNOWN AS "LEGACY"; OR (II) ANY OTHER LITERATURE, WEB SITES, SALES BROCHURES OR OTHER WRITTEN MATERIAL THAT MAY HAVE BEEN PUBLISHED, OR MADE AVAILABLE TO GRANTEE, OR MADE BY OR ON BEHALF OF GRANTOR.

3. THERE HAVE BEEN NO REPRESENTATIONS OR AGREEMENTS REGARDING THE OBLIGATIONS OF WHITE STURGEON, LLC, THE GRANTOR, OR ANY OF THEIR PREDECESSORS OR SUCCESSORS IN INTEREST, TO COMPLETE LEGACY AS A MASTER PLANNED COMMUNITY, INCLUDING COMPLETING ADDITIONAL WATER FEATURES, RECREATIONAL FACILITIES, PARKS, OPEN SPACES, OTHER LANDSCAPING, OR ANY FURTHER DEVELOPMENT OR OTHER IMPROVEMENTS TO THE SUBDIVISION OR TO LEGACY.

4. GRANTEE IS ACQUIRING THE LOT, SUBJECT TO ANY EASEMENTS, IN AN "AS IS" CONDITION "WITH ALL FAULTS," WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER, FROM OR ON BEHALF OF GRANTOR. THE LOT IS SUBJECT TO CERTAIN EASEMENTS, EITHER OF RECORD AND/OR IDENTIFIED IN THE RECORDED PLAT, INCLUDING, BUT WITHOUT LIMITATION, PUBLIC UTILITIES, PRESSURIZED IRRIGATION AND LOT DRAINAGE EASEMENTS FIVE FEET (5') ON EACH SIDE OF INTERIOR LOT LINES AND TWELVE FEET (12') CONTIGUOUS TO ALL REAR LOT LINES. CERTAIN LOTS THAT HAVE POND FRONTAGE ARE ENCUMBERED BY A PRESSURIZED IRRIGATION MAINLINE THAT IS LOCATED WITHIN THE TWELVE FOOT (12') REAR LOT LINE EASEMENT IN PLACES LESS THAN ONE FOOT (1') BELOW THE SURFACE AND CAN BE EASILY DAMAGED IF TREES OR OTHER LANDSCAPING ARE INSTALLED OR OTHER EXCAVATION OCCURS. SHOULD ANY DAMAGE BE DONE TO THE PRESSURIZED MAINLINE, THE COST TO REPAIR SAID DAMAGE, INCLUDING PRESSURIZED WATER FLOODING TO THE LOT, NEIGHBORING LOTS AND THE POND ITSELF, WILL BE BORNE BY THE GRANTEE.

Initials: 

5. GRANTEE FURTHER ACKNOWLEDGES THAT IT IS THE GRANTEE'S OBLIGATION TO PROVIDE ADEQUATE SITE GRADING AND INSTALLATION OF ADEQUATE DRAINAGE FACILITIES THAT ENSURE THAT ALL WATER GENERATED FROM, COLLECTED UPON, OR OTHERWISE EXISTING ON THE LOT WILL NOT DAMAGE ANY IMPROVEMENTS TO BE BUILT ON THE PROPERTY; SHALL BE RETAINED ON THE LOT; AND SHALL NOT DRAIN ONTO ADJACENT PROPERTIES.

6. GRANTEE RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE, OR MAY HAVE IN THE FUTURE AGAINST CLOUD BERRY, LLC, HORSESHOE FLATS, LLC, BRAHMA, LLC, WHITE STURGEON, LLC, THEIR SUCCESSORS AND ASSIGNS, TOGETHER WITH ALL OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES, MEMBERS, AND AGENTS OF EACH OF THE FOREGOING, WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, CAUSES OF ACTIONS AND OTHER LIABILITIES ARISING FROM OR RELATING TO: (I) THE CONDITION OF THE SUBDIVISION, (II) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE SUBDIVISION, OR COMPLIANCE OF PAST OWNERS OF THE SUBDIVISION IN REGARD TO PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS OF THE CITY OF EAGLE.

[SIGNATURES FOUND ON FOLLOWING PAGE.]

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

**WARRANTY DEED
(Non-Pond Lot)**

FOR VALUE RECEIVED, **White Sturgeon, LLC an Idaho limited liability company**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Adera Homes, LLC**, hereinafter referred to as Grantee, whose current address is 2956 Rookery Lane Boise, ID. 83706, the following described premises, situated in **Ada County, Idaho**, to wit:

**Lot 70, Block 7 of SNOQUALMIE FALLS SUBDIVISION NO. 9,
according to the plat thereof, filed in Book 113 of Plats at Pages 16612
through 116614, Records of Ada County, Idaho (the "premises."**

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever, EXCEPTING AND RESERVING ONTO GRANTOR any and all groundwater and wastewater rights appurtenant to said premises, including without limitation those certain State of Idaho Department of Water Resources Water Right Nos. 63-32960, 63-32958 and 63-10700. And the Grantor does hereby covenant to and with the said Grantee, that 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever; PROVIDED, HOWEVER, this deed is subject to that certain DISCLAIMER set forth on **Exhibit A** attached hereto.

**White Sturgeon, LLC, an Idaho limited liability company,
By: Developers Services, Inc. Its Manager,**

By:

Brian F. McColl, its President

SS.

County of Ada.

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



Residing at Boise, Idaho

My Commission Expires: 7-15-2022

EXHIBIT A TO WARRANTY DEED

DISCLAIMER

THE GRANTEE, BY ACCEPTANCE OF THIS WARRANTY DEED, ACKNOWLEDGES TO AND AGREES WITH GRANTOR THAT:

1. THE PROPERTY CONSISTS OF A LOT IN SNOQUALMIE FALLS SUBDIVISION NO. 9 (THE "SUBDIVISION") IN A PARTIALLY DEVELOPED PLANNED COMMUNITY SOMETIMES KNOWN AS LEGACY OR THE LEGACY COMMUNITY ("LEGACY") IN EAGLE, IDAHO. GRANTEE IS NOT RELYING UPON ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES CONCERNING EXISTING OR FUTURE AMENITIES IN LEGACY OF ANY NATURE OR KIND, INCLUDING WITHOUT LIMITATION THE EXISTING OR PLANNED FACILITIES, SOMETIMES REFERRED TO AS THE "ACADEMY FACILITIES" OR "ACADEMY CORE FACILITIES," INCLUDING (I) THREE-HOLE GOLF PRACTICE COURSE, GOLF DRIVING RANGE, GOLF SHORT GAME AREA OR OTHER GOLF FACILITIES; (II) OLYMPIC COMPETITION POOL, ALL SEASON POOL, NEIGHBORHOOD POOL, OR OTHER SWIMMING FACILITIES; (III) SOCCER FIELD(S) OF OLYMPIC COMPETITIVE SIZE OR ANY OTHER SIZE, SOCCER ACADEMY BUILDING, PRACTICE SHOOTING WALL, OR ANY OTHER SOCCER FACILITIES; (IV) INDOOR OR OUTDOOR TENNIS COURTS, TRAINING WALLS OR OTHER TENNIS FACILITIES; AND (V) ANY FITNESS FACILITIES, EQUIPMENT, PROGRAMS, FITNESS ROOMS OR OTHER FITNESS FACILITIES.

ALL EXISTING SPORTS AND RECREATIONAL FACILITIES OR THOSE THAT MAY HAVE BEEN CONTEMPLATED, PLANNED OR REQUIRED IN THE FUTURE, ARE COLLECTIVELY REFERRED TO IN THIS DISCLAIMER AS THE "RECREATIONAL FACILITIES." ONLY THE THREE-HOLE PRACTICE COURSE, A NEIGHBORHOOD POOL, A SOCCER FIELD, AND OUTDOOR TENNIS COURTS HAVE BEEN CONSTRUCTED.

2. GRANTEE IS ACQUIRING THE PROPERTY WITHOUT RELYING UPON THE RECREATIONAL FACILITIES, EVEN THOUGH SOME OF THE RECREATIONAL FACILITIES HAVE BEEN BUILT, AND OTHERS MAY HAVE BEEN PLANNED TO BE BUILT BY DEVELOPERS OF LEGACY. GRANTEE IS NOT RELYING UPON ANY DOCUMENT REFERENCING THE RECREATIONAL FACILITIES OR OTHER COMMON AREAS OF THE SUBDIVISION, INCLUDING THE AMENITIES DESCRIBED OR SET FORTH IN CERTAIN RECORDED DOCUMENTS: (I) THE DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE CITY OF EAGLE, EAGLE SPORT LEGENDS DEVELOPMENT, LLC, EAGLE SPORT LEGENDS DEVELOPMENT # 2, LLC, AND EAGLE CREEK PROPERTIES, LLC, RECORDED OCTOBER 12, 2006, INSTRUMENT NO. 106161990, RECORDS ADA COUNTY, IDAHO; (II) ANY AND ALL AMENDMENTS, ADDENDUMS OR MODIFICATIONS TO THE DEVELOPMENT AGREEMENT; (III) THE DECLARATION OF RECREATIONAL COVENANT FOR LEGACY RECORDED APRIL 25, 2008, AS INSTRUMENT NO. 108048694, RECORDS ADA COUNTY, IDAHO, (IV) THE FINAL PLAT FOR MOSCA SECA SUBDIVISION NO. 1, RECORDED MARCH 11, 2008, AS INSTRUMENT NO. 108028316, AND THE FINAL PLAT FOR MOSCA SECA SUBDIVISION NO. 2, RECORDED AUGUST 25, 2008, AS INSTRUMENT NO. 108096411; OR AS SET FORTH IN ANY UNRECORDED DOCUMENT, INCLUDING WITHOUT LIMITATION: (I) ANY

CONCEPT PLANS, MAPS, SKETCHES, DRAWINGS, OR PLANS FOR THE PROJECT KNOWN AS "LEGACY"; OR (II) ANY OTHER LITERATURE, WEB SITES, SALES BROCHURES OR OTHER WRITTEN MATERIAL THAT MAY HAVE BEEN PUBLISHED, OR MADE AVAILABLE TO GRANTEE, OR MADE BY OR ON BEHALF OF GRANTOR.

3. THERE HAVE BEEN NO REPRESENTATIONS OR AGREEMENTS REGARDING THE OBLIGATIONS OF WHITE STURGEON, LLC, THE GRANTOR, OR ANY OF THEIR PREDECESSORS OR SUCCESSORS IN INTEREST, TO COMPLETE LEGACY AS A MASTER PLANNED COMMUNITY, INCLUDING COMPLETING ADDITIONAL WATER FEATURES, RECREATIONAL FACILITIES, PARKS, OPEN SPACES, OTHER LANDSCAPING, OR ANY FURTHER DEVELOPMENT OR OTHER IMPROVEMENTS TO THE SUBDIVISION OR TO LEGACY.

4. GRANTEE IS ACQUIRING THE LOT, TOGETHER WITH ANY EASEMENTS, IN AN "AS IS" CONDITION "WITH ALL FAULTS," WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER, FROM OR ON BEHALF OF GRANTOR, OTHER THAN THOSE EXPRESSLY STATED IN THIS DEED.

5. GRANTEE FURTHER ACKNOWLEDGES THAT IT IS THE GRANTEE'S OBLIGATION TO PROVIDE ADEQUATE SITE GRADING AND INSTALLATION OF ADEQUATE DRAINAGE FACILITIES THAT ENSURE THAT ALL WATER GENERATED FROM, COLLECTED UPON, OR OTHERWISE EXISTING ON THE LOT WILL NOT DAMAGE ANY IMPROVEMENTS TO BE BUILT ON THE PROPERTY; SHALL BE RETAINED ON THE LOT; AND SHALL NOT DRAIN ONTO ADJACENT PROPERTIES.

6. GRANTEE RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE, OR MAY HAVE IN THE FUTURE AGAINST CLOUD BERRY, LLC, BRAHMA, LLC, WHITE STURGEON, LLC, THEIR SUCCESSORS AND ASSIGNS, TOGETHER WITH ALL OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES, MEMBERS, AND AGENTS OF EACH OF THE FOREGOING, WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, CAUSES OF ACTIONS AND OTHER LIABILITIES ARISING FROM OR RELATING TO: (I) THE CONDITION OF THE SUBDIVISION, (II) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE SUBDIVISION, OR COMPLIANCE OF PAST OWNERS OF THE SUBDIVISION IN REGARD TO PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS OF THE CITY OF EAGLE.

DATED this 22 day of June, 2018

GRANTEE:

Adera Homes, LLC

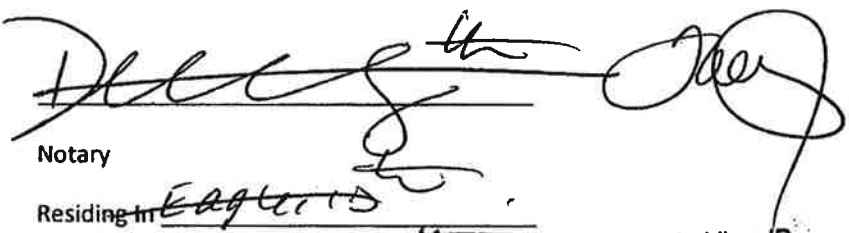

Alan Berman, Member

State of Idaho)

County of Ada)

On this 22nd day of June, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Alan Berman, known or identified to me to be a member of the limited liability company of Adera Homes, LLC and the member who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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


Notary

Residing in EALEIGH

Expires: 9/29/23

Residing in: Meridian, ID

Commission Expires: 12/2/2021

TAMERA L. HOVDE
NOTARY PUBLIC
STATE OF IDAHO

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

5F9717

**WARRANTY DEED
(Non-Pond Lot)**

FOR VALUE RECEIVED, **White Sturgeon, LLC** an Idaho limited liability company, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Superior Custom Homes, LTD. CO.**, hereinafter referred to as Grantee, whose current address is PO Box 337 Eagle, ID. 83616 the following described premises, situated in **Ada County, Idaho**, to wit:

**Lot 71 Block 7 of SNOQUALMIE FALLS SUBDIVISION NO. 9,
according to the plat thereof, filed in Book 113 of Plats at Pages 16612
through 116614, Records of Ada County, Idaho (the "premises."**

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever, EXCEPTING AND RESERVING ONTO GRANTOR any and all groundwater and wastewater rights appurtenant to said premises, including without limitation those certain State of Idaho Department of Water Resources Water Right Nos. 63-32960, 63-32958 and 63-10700. And the Grantor does hereby covenant to and with the said Grantee, that 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever; PROVIDED, HOWEVER, this deed is subject to that certain DISCLAIMER set forth on **Exhibit A** attached hereto.

**White Sturgeon, LLC, an Idaho limited liability company,
By: Developers Services, Inc. Its Manager,**

By:

Brian F. McColl, its President

SS.

County of Ada.

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

My Commission Expires: 7-15-2022



EXHIBIT A
DISCLAIMER

THE GRANTEE, BY ACCEPTANCE OF THIS WARRANTY DEED, ACKNOWLEDGES TO AND AGREES WITH GRANTOR THAT:

1. THE PROPERTY CONSISTS OF A LOT IN SNOQUALMIE FALLS SUBDIVISION NO. 9 (THE "**SUBDIVISION**") IN A PARTIALLY DEVELOPED PLANNED COMMUNITY SOMETIMES KNOWN AS LEGACY OR THE LEGACY COMMUNITY ("**LEGACY**") IN EAGLE, IDAHO. GRANTEE IS NOT RELYING UPON ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES CONCERNING EXISTING OR FUTURE AMENITIES IN LEGACY OF ANY NATURE OR KIND, INCLUDING WITHOUT LIMITATION THE EXISTING OR PLANNED FACILITIES, SOMETIMES REFERRED TO AS THE "ACADEMY FACILITIES" OR "ACADEMY CORE FACILITIES," INCLUDING (I) THREE-HOLE GOLF PRACTICE COURSE, GOLF DRIVING RANGE, GOLF SHORT GAME AREA OR OTHER GOLF FACILITIES; (II) OLYMPIC COMPETITION POOL, ALL SEASON POOL, NEIGHBORHOOD POOL, OR OTHER SWIMMING FACILITIES; (III) SOCCER FIELD(S) OF OLYMPIC COMPETITIVE SIZE OR ANY OTHER SIZE, SOCCER ACADEMY BUILDING, PRACTICE SHOOTING WALL, OR ANY OTHER SOCCER FACILITIES; (IV) INDOOR OR OUTDOOR TENNIS COURTS, TRAINING WALLS OR OTHER TENNIS FACILITIES; AND (V) ANY FITNESS FACILITIES, EQUIPMENT, PROGRAMS, FITNESS ROOMS OR OTHER FITNESS FACILITIES.

ALL EXISTING SPORTS AND RECREATIONAL FACILITIES OR THOSE THAT MAY HAVE BEEN CONTEMPLATED, PLANNED OR REQUIRED IN THE FUTURE, ARE COLLECTIVELY REFERRED TO IN THIS DISCLAIMER AS THE "**RECREATIONAL FACILITIES**." ONLY THE THREE-HOLE PRACTICE COURSE, A NEIGHBORHOOD POOL, A SOCCER FIELD, AND OUTDOOR TENNIS COURTS HAVE BEEN CONSTRUCTED.

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PLAT FOR MOSCA SECA SUBDIVISION NO. 2, RECORDED AUGUST 25, 2008, AS INSTRUMENT NO. 108096411; OR AS SET FORTH IN ANY UNRECORDED DOCUMENT, INCLUDING WITHOUT LIMITATION: (I) ANY CONCEPT PLANS, MAPS, SKETCHES, DRAWINGS, OR PLANS FOR THE PROJECT KNOWN AS "LEGACY"; OR (II) ANY OTHER LITERATURE, WEB SITES, SALES BROCHURES OR OTHER WRITTEN MATERIAL THAT MAY HAVE BEEN PUBLISHED, OR MADE AVAILABLE TO GRANTEE, OR MADE BY OR ON BEHALF OF GRANTOR.

3. THERE HAVE BEEN NO REPRESENTATIONS OR AGREEMENTS REGARDING THE OBLIGATIONS OF WHITE STURGEON, LLC, THE GRANTOR, OR ANY OF THEIR PREDECESSORS OR SUCCESSORS IN INTEREST, TO COMPLETE LEGACY AS A MASTER PLANNED COMMUNITY, INCLUDING COMPLETING ADDITIONAL WATER FEATURES, RECREATIONAL FACILITIES, PARKS, OPEN SPACES, OTHER LANDSCAPING, OR ANY FURTHER DEVELOPMENT OR OTHER IMPROVEMENTS TO THE SUBDIVISION OR TO LEGACY.

4. GRANTEE IS ACQUIRING THE LOT, TOGETHER WITH ANY EASEMENTS, IN AN "AS IS" CONDITION "WITH ALL FAULTS," WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER, FROM OR ON BEHALF OF GRANTOR, OTHER THAN THOSE EXPRESSLY STATED IN THIS DEED.

5. GRANTEE FURTHER ACKNOWLEDGES THAT IT IS THE GRANTEE'S OBLIGATION TO PROVIDE ADEQUATE SITE GRADING AND INSTALLATION OF ADEQUATE DRAINAGE FACILITIES THAT ENSURE THAT ALL WATER GENERATED FROM, COLLECTED UPON, OR OTHERWISE EXISTING ON THE LOT WILL NOT DAMAGE ANY IMPROVEMENTS TO BE BUILT ON THE PROPERTY; SHALL BE RETAINED ON THE LOT; AND SHALL NOT DRAIN ONTO ADJACENT PROPERTIES.

6. GRANTEE RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE, OR MAY HAVE IN THE FUTURE AGAINST CLOUD BERRY, LLC, HORSESHOE FLATS, LLC, BRAHMA, LLC, WHITE STURGEON, LLC, THEIR SUCCESSORS AND ASSIGNS, TOGETHER WITH ALL OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES, MEMBERS, AND AGENTS OF EACH OF THE FOREGOING, WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, CAUSES OF ACTIONS AND OTHER LIABILITIES ARISING FROM OR RELATING TO: (I) THE CONDITION OF THE SUBDIVISION, (II) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE SUBDIVISION, OR COMPLIANCE OF PAST OWNERS OF THE SUBDIVISION IN REGARD TO PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS OF THE CITY OF EAGLE.

DATED this 3rd day of June, 2018

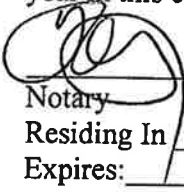
GRANTEE:

Ronald L. Henry

State of Idaho)
County of Ada)

On this 3rd day of June, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald L. Henry, known or identified to me to be a member of the limited liability company of Superior Custom Homes, LTD. CO and the Member who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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


Notary
Residing In _____
Expires: _____
Residing in: Meridian, ID
Commission Expires: 12/2/2021

TAMERA L. HOVDE
NOTARY PUBLIC
STATE OF IDAHO

When recorded return to:
TOLL SOUTHWEST LLC
250 Gibraltar Road
Horsham, PA 19044
Attn: Mark J. Warshauer, Esq.

656542

WARRANTY DEED
(SFN9)

FOR VALUE RECEIVED, **White Sturgeon, LLC, an Idaho limited liability company**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Toll Southwest LLC**, a Delaware limited liability company, hereinafter referred to as Grantee, whose current address is **250 Gibraltar Rd., Horsham, PA 19044**, the following described premises, situated in **Ada County, Idaho**, to wit:

Lots 5, 6, 7, 9 and 10 in Block 18, and Lots 13 and 18 in Block 17, and Lot 69 in Block 7, of SNOQUALMIE FALLS SUBDIVISION NO. 9, according to the plat thereof, filed in Book 113 of Plats at Pages 16612-16614, records of Ada County, Idaho (the "premises"), together with the easement appurtenant to said premises, identified and described in Instrument No. 2018-031666, records Ada County, Idaho, and subject to the terms thereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever, **EXCEPTING AND RESERVING ONTO GRANTOR** any and all groundwater and wastewater rights appurtenant to said premises, including without limitation those certain State of Idaho Department of Water Resources Water Right Nos. 63-32960, 63-32958 and 63-10700. And the Grantor does hereby covenant to and with the said Grantee, that 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 of record or visible on the premises and general taxes and assessments for the current year, and that it will warrant and defend the same from all lawful claims whatsoever; **PROVIDED, HOWEVER**, this deed is subject to that certain **DISCLAIMER** set forth on **Exhibit A** attached hereto.

EXHIBIT A TO WARRANTY DEED

DISCLAIMER

THE GRANTEE, BY ACCEPTANCE OF THIS WARRANTY DEED, ACKNOWLEDGES TO AND AGREES WITH GRANTOR THAT:

1. THE PROPERTY CONSISTS OF LOTS IN SNOQUALMIE FALLS SUBDIVISION NO. 9 (THE "SUBDIVISION") IN A PARTIALLY DEVELOPED PLANNED COMMUNITY SOMETIMES KNOWN AS LEGACY OR THE LEGACY COMMUNITY ("LEGACY") IN EAGLE, IDAHO. GRANTEE IS NOT RELYING UPON ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES CONCERNING EXISTING OR FUTURE AMENITIES IN LEGACY OF ANY NATURE OR KIND, INCLUDING WITHOUT LIMITATION THE EXISTING OR PLANNED FACILITIES, SOMETIMES REFERRED TO AS THE "ACADEMY FACILITIES" OR "ACADEMY CORE FACILITIES," INCLUDING (I) THREE-HOLE GOLF PRACTICE COURSE, GOLF DRIVING RANGE, GOLF SHORT GAME AREA OR OTHER GOLF FACILITIES; (II) OLYMPIC COMPETITION POOL, ALL SEASON POOL, NEIGHBORHOOD POOL, OR OTHER SWIMMING FACILITIES; (III) SOCCER FIELD(S) OF OLYMPIC COMPETITIVE SIZE OR ANY OTHER SIZE, SOCCER ACADEMY BUILDING, PRACTICE SHOOTING WALL, OR ANY OTHER SOCCER FACILITIES; (IV) INDOOR OR OUTDOOR TENNIS COURTS, TRAINING WALLS OR OTHER TENNIS FACILITIES; AND (V) ANY FITNESS FACILITIES, EQUIPMENT, PROGRAMS, FITNESS ROOMS OR OTHER FITNESS FACILITIES.

ALL EXISTING SPORTS AND RECREATIONAL FACILITIES OR THOSE THAT MAY HAVE BEEN CONTEMPLATED, PLANNED OR REQUIRED IN THE FUTURE, ARE COLLECTIVELY REFERRED TO IN THIS DISCLAIMER AS THE "RECREATIONAL FACILITIES." ONLY THE THREE-HOLE PRACTICE COURSE, A NEIGHBORHOOD POOL, A SOCCER FIELD, AND OUTDOOR TENNIS COURTS HAVE BEEN CONSTRUCTED.

2. GRANTEE IS ACQUIRING THE PROPERTY WITHOUT RELYING UPON THE RECREATIONAL FACILITIES, EVEN THOUGH SOME OF THE RECREATIONAL FACILITIES HAVE BEEN BUILT, AND OTHERS MAY HAVE BEEN PLANNED TO BE BUILT BY DEVELOPERS OF LEGACY. GRANTEE IS NOT RELYING UPON ANY DOCUMENT REFERENCING THE RECREATIONAL FACILITIES OR OTHER COMMON AREAS OF THE SUBDIVISION, INCLUDING THE AMENITIES DESCRIBED OR SET FORTH IN CERTAIN RECORDED DOCUMENTS: (I) THE DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE CITY OF EAGLE, EAGLE SPORT LEGENDS DEVELOPMENT, LLC, EAGLE SPORT LEGENDS DEVELOPMENT # 2, LLC, AND EAGLE CREEK PROPERTIES, LLC, RECORDED OCTOBER 12, 2006, INSTRUMENT NO. 106161990, RECORDS ADA COUNTY, IDAHO; (II) ANY AND ALL

AMENDMENTS, ADDENDUMS OR MODIFICATIONS TO THE DEVELOPMENT AGREEMENT; (III) THE DECLARATION OF RECREATIONAL COVENANT FOR LEGACY RECORDED APRIL 25, 2008, AS INSTRUMENT NO. 108048694, RECORDS ADA COUNTY, IDAHO, (IV) THE FINAL PLAT FOR MOSCA SECA SUBDIVISION NO. 1, RECORDED MARCH 11, 2008, AS INSTRUMENT NO. 108028316, AND THE FINAL PLAT FOR MOSCA SECA SUBDIVISION NO. 2, RECORDED AUGUST 25, 2008, AS INSTRUMENT NO. 108096411; OR AS SET FORTH IN ANY UNRECORDED DOCUMENT, INCLUDING WITHOUT LIMITATION: (I) ANY CONCEPT PLANS, MAPS, SKETCHES, DRAWINGS, OR PLANS FOR THE PROJECT KNOWN AS "LEGACY"; OR (II) ANY OTHER LITERATURE, WEB SITES, SALES BROCHURES OR OTHER WRITTEN MATERIAL THAT MAY HAVE BEEN PUBLISHED, OR MADE AVAILABLE TO GRANTEE, OR MADE BY OR ON BEHALF OF GRANTOR.

3. THERE HAVE BEEN NO REPRESENTATIONS OR AGREEMENTS REGARDING THE OBLIGATIONS OF WHITE STURGEON, LLC, THE GRANTOR, OR ANY OF THEIR PREDECESSORS OR SUCCESSORS IN INTEREST, TO COMPLETE LEGACY AS A MASTER PLANNED COMMUNITY, INCLUDING COMPLETING ADDITIONAL WATER FEATURES, RECREATIONAL FACILITIES, PARKS, OPEN SPACES, OTHER LANDSCAPING, OR ANY FURTHER DEVELOPMENT OR OTHER IMPROVEMENTS TO THE SUBDIVISION OR TO LEGACY.

4. GRANTEE IS ACQUIRING THE LOTS, SUBJECT TO ANY EASEMENTS, IN AN "AS IS" CONDITION "WITH ALL FAULTS," WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER, FROM OR ON BEHALF OF GRANTOR. THE LOTS ARE SUBJECT TO CERTAIN EASEMENTS, EITHER OF RECORD AND/OR IDENTIFIED IN THE RECORDED PLAT, INCLUDING, BUT WITHOUT LIMITATION, PUBLIC UTILITIES, PRESSURIZED IRRIGATION AND LOT DRAINAGE EASEMENTS FIVE FEET (5') ON EACH SIDE OF INTERIOR LOT LINES AND TWELVE FEET (12') CONTIGUOUS TO ALL REAR LOT LINES. CERTAIN LOTS THAT HAVE POND FRONTAGE ARE ENCUMBERED BY A PRESSURIZED IRRIGATION MAINLINE THAT IS LOCATED WITHIN THE TWELVE FOOT (12') REAR LOT LINE EASEMENT IN PLACES LESS THAN ONE FOOT (1') BELOW THE SURFACE AND CAN BE EASILY DAMAGED IF TREES OR OTHER LANDSCAPING ARE INSTALLED OR OTHER EXCAVATION OCCURS. SHOULD ANY DAMAGE BE DONE TO THE PRESSURIZED MAINLINE, THE COST TO REPAIR SAID DAMAGE, INCLUDING PRESSURIZED WATER FLOODING TO THE LOTS, NEIGHBORING LOTS AND THE POND ITSELF, WILL BE BORNE BY THE GRANTEE.

Initials: 

5. GRANTEE FURTHER ACKNOWLEDGES THAT IT IS THE GRANTEE'S OBLIGATION TO PROVIDE ADEQUATE SITE GRADING AND INSTALLATION OF ADEQUATE DRAINAGE FACILITIES THAT ENSURE THAT ALL WATER GENERATED FROM, COLLECTED UPON, OR OTHERWISE EXISTING ON THE LOTS WILL NOT DAMAGE ANY IMPROVEMENTS TO BE BUILT ON THE PROPERTY; SHALL BE RETAINED ON THE LOTS; AND SHALL NOT DRAIN ONTO ADJACENT PROPERTIES.

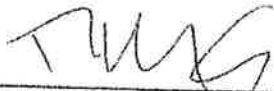
6. GRANTEE RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE, OR MAY HAVE IN THE FUTURE AGAINST CLOUD BERRY, LLC, BRAHMA, LLC, WHITE STURGEON, LLC, THEIR SUCCESSORS AND ASSIGNS, TOGETHER WITH ALL OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES, MEMBERS, AND AGENTS OF EACH OF THE FOREGOING, WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, CAUSES OF ACTIONS AND OTHER LIABILITIES ARISING FROM OR RELATING TO: (I) THE CONDITION OF THE SUBDIVISION, (II) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE SUBDIVISION, OR COMPLIANCE OF PAST OWNERS OF THE SUBDIVISION IN REGARD TO PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS OF THE CITY OF EAGLE.

DATED this 15th day of August, 2018

GRANTEE:

TOLL SOUTHWEST LLC, a Delaware limited liability company

By



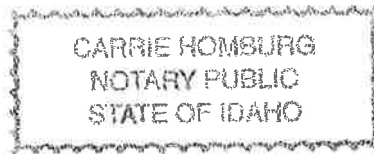
Thomas Coleman, Division President

County of Ada.

On this 15 day of August, 2018, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Thomas Coleman known or identified to me to be the Division President of Toll Southwest LLC, an Idaho limited liability company, and the limited liability company who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company; and that such limited liability company 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.

Notary Public for Idaho
Residing at _____, Idaho
My Commission Expires: _____



Residing at: Melba, ID
Commission Expires: 3/10/2021

ATTACHMENT D

CLOUD BERRY PARCEL/OWNERSHIP SPREADSHEET

Properties Affiliated with Cloud Berry, LLC

PARCEL	PRIMARY OWNER	CLOUD BERRY AFFILIATION	ACRES	LEGAL1	SUBDIVISION NAME	SECTION
R5855121140	BRAHMA LLC	Brahma LLC	0.13	LOT 116 BLK 06	MOSCA SECA SUB NO 02	4N1W11
S0402336400	CLOUD BERRY LLC	Cloud Berry LLC	1.76	PAR #6400 @ SW COR SW4SW4	4N 1W 02	4N1W2
S0403346610	CLOUD BERRY LLC	Cloud Berry LLC	12.84	PAR 6610 OF SE4SW4	4N 1W 03	4N1W3
S0403449100	CLOUD BERRY LLC	Cloud Berry LLC	41.41	PAR #9100 OF S2SE4	4N 1W 03	4N1W3
S0403449100	CLOUD BERRY LLC	Cloud Berry LLC	41.41	PAR #9100 OF S2SE4	4N 1W 03	4N1W3
S0410131200	CLOUD BERRY LLC	Cloud Berry LLC	38.84	SW4NE4	4N 1W 10	4N1W10
S0410120950	CLOUD BERRY LLC	Cloud Berry LLC	11.59	PAR #0950 OF NW4NE4	4N 1W 10	4N1W10
S0410212455	CLOUD BERRY LLC	Cloud Berry LLC	93.91	PAR #2455 OF NW4 SEC 10 & OF	4N 1W 10	4N1W10
S0410110100	CLOUD BERRY LLC	Cloud Berry LLC	1.07	PAR #0100 POR NE4NE4	4N 1W 10	4N1W10
S0410142050	CLOUD BERRY LLC	Cloud Berry LLC	11.74	PAR #2050 OF SE4NE4	4N 1W 10	4N1W10
S0411223201	CLOUD BERRY LLC	Cloud Berry LLC	0.24	PAR #3201 @ NW COR	4N 1W 11	4N1W11
R8020660140	CLOUD BERRY LLC	Cloud Berry LLC	7.66	LOT 10 BLK 13	SNOQUALMIE FALLS SUB NO 07	4N1W11
S0410142010	WHITE STURGEON LLC	White Sturgeon LLC	15.70	PAR #2010 OF SE4NE4	4N 1W 10	4N1W10
S0410212550	WHITE STURGEON LLC	White Sturgeon LLC	26.76	PAR #2550 OF NW4	4N 1W 10	4N1W10
R8020690090	WHITE STURGEON LLC	White Sturgeon LLC	0.48	LOT 69 BLK 07	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690150	WHITE STURGEON LLC	White Sturgeon LLC	0.25	LOT 13 BLK 17	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690210	WHITE STURGEON LLC	White Sturgeon LLC	0.25	LOT 19 BLK 17	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690260	WHITE STURGEON LLC	White Sturgeon LLC	0.26	LOT 04 BLK 18	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690060	WHITE STURGEON LLC	White Sturgeon LLC	0.27	LOT 66 BLK 07	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690070	WHITE STURGEON LLC	White Sturgeon LLC	0.26	LOT 67 BLK 07	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690160	WHITE STURGEON LLC	White Sturgeon LLC	0.27	LOT 14 BLK 17	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690170	WHITE STURGEON LLC	White Sturgeon LLC	0.27	LOT 15 BLK 17	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690040	WHITE STURGEON LLC	White Sturgeon LLC	0.25	LOT 64 BLK 07	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690180	WHITE STURGEON LLC	White Sturgeon LLC	0.26	LOT 16 BLK 17	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690200	WHITE STURGEON LLC	White Sturgeon LLC	0.40	LOT 18 BLK 17	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020620290	HORSESHOE FLATS LLC	Horseshoe Flats LLC	0.24	LOT 17 BLK 04	SNOQUALMIE FALLS SUB NO 03	4N1W2
R8020670170	ADERA HOMES LLC	Retained	0.27	LOT 59 BLK 7	SNOQUALMIE FALLS SUB NO 08	4N1W10
R8020670180	VAN LEUVEN CONTRACTORS LLC	Retained	0.25	LOT 60 BLK 7	SNOQUALMIE FALLS SUB NO 08	4N1W10
R8020670360	ISRAEL JOHN S & SHIRLEY TRUST	Retained	0.37	LOT 8 BLK 16	SNOQUALMIE FALLS SUB NO 08	4N1W10
R8020690100	ADERA HOMES LLC	Retained	0.32	LOT 70 BLK 07	SNOQUALMIE FALLS SUB NO 09	4N1W3
R8020690220	SUPERIOR CUSTOM HOMES LTD CO	Retained	0.25	LOT 20 BLK 17	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690300	MALLON HOMES LLC	Retained	0.26	LOT 08 BLK 18	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690340	THE RUSS FAMILY TRUST	Retained	0.29	LOT 12 BLK 18	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690240	HIGHLAND HOMES LLC	Retained	0.32	LOT 02 BLK 18	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690080	KEVIN HOWELL, CANDICE TELL	Retained	0.26	LOT 68 BLK 07	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690110	SUPERIOR CUSTOM HOMES LTD CO	Retained	0.26	LOT 71 BLK 07	SNOQUALMIE FALLS SUB NO 09	4N1W3
R8020690190	HOME BUILDERS LLC	Retained	0.34	LOT 17 BLK 17	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690250	WAYNE SMITH	Retained	0.26	LOT 03 BLK 18	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690330	SOLITUDE HOMES INC	Retained	0.29	LOT 11 BLK 18	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690050	MALLON HOMES LLC	Retained	0.27	LOT 65 BLK 07	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690370	SOLITUDE HOMES INC	Retained	0.26	LOT 02 BLK 20	SNOQUALMIE FALLS SUB NO 09	4N1W3
R8020670530	TOLLSOUTHWEST LLC	Retained	0.27	LOT 6 BLK 17	SNOQUALMIE FALLS SUB NO 08	4N1W10
R8020670150	TOLLSOUTHWEST LLC	Retained	0.28	LOT 57 BLK 7	SNOQUALMIE FALLS SUB NO 08	4N1W10
R8020670510	TOLLSOUTHWEST LLC	Retained	0.43	LOT 4 BLK 17	SNOQUALMIE FALLS SUB NO 08	4N1W10
R8020670550	TOLLSOUTHWEST LLC	Retained	0.27	LOT 8 BLK 17	SNOQUALMIE FALLS SUB NO 08	4N1W10
R8020670560	TOLLSOUTHWEST LLC	Retained	0.25	LOT 9 BLK 17	SNOQUALMIE FALLS SUB NO 08	4N1W10
R8020690270	TOLL SOUTHWEST LLC	Retained	0.26	LOT 05 BLK 18	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690280	TOLL SOUTHWEST LLC	Retained	0.26	LOT 06 BLK 18	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690290	TOLL SOUTHWEST LLC	Retained	0.26	LOT 07 BLK 18	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690310	TOLL SOUTHWEST LLC	Retained	0.29	LOT 09 BLK 18	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690320	TOLL SOUTHWEST LLC	Retained	0.38	LOT 10 BLK 18	SNOQUALMIE FALLS SUB NO 09	4N1W10
		Retained - Road Area	19.03			
		Retained - Road Area	6.08			
		Retained - Road Area	1.10			
		Retained - Road Area	1.08			
		Retained - Road Area	5.89			

		Retained - Road Area	0.10			
		Retained - Road Area	7.88			
		Retained - Road Area	7.88			
		Retained - Road Area	0.00			
		Retained - Road Area	0.00			
		Retained - Road Area	5.87			
		Retained - Road Area	5.87			

ATTACHMENT E
LCA PARCEL/OWNERSHIP SPREADSHEET

Properties Affiliated with Legacy Community Association Inc.

PARCEL	PRIMARY OWNER	ACRES	LEGAL1	SUBDIVISION NAME	SECTION
R5855110090	LEGACY COMMUNITY ASSOCIATION INC	0.40	LOT 09 BLK 01	MOSCA SECA SUB NO 01	4N1W11
R5855110560	LEGACY COMMUNITY ASSOCIATION INC	0.05	LOT 04 BLK 02	MOSCA SECA SUB NO 01	4N1W11
R5855110680	LEGACY COMMUNITY ASSOCIATION INC	0.09	LOT 16 BLK 02	MOSCA SECA SUB NO 01	4N1W11
R5855110690	LEGACY COMMUNITY ASSOCIATION INC	0.05	LOT 01 BLK 03	MOSCA SECA SUB NO 01	4N1W11
R5855110750	LEGACY COMMUNITY ASSOCIATION INC	0.06	LOT 07 BLK 03	MOSCA SECA SUB NO 01	4N1W11
R5855110820	LEGACY COMMUNITY ASSOCIATION INC	0.08	LOT 14 BLK 03	MOSCA SECA SUB NO 01	4N1W11
R5855110990	LEGACY COMMUNITY ASSOCIATION INC	26.50	LOT 02 BLK 05	MOSCA SECA SUB NO 01	4N1W11
R5855111130	LEGACY COMMUNITY ASSOCIATION INC	0.06	LOT 01 BLK 09	MOSCA SECA SUB NO 01	4N1W11
R5855111180	LEGACY COMMUNITY ASSOCIATION INC	0.06	LOT 01 BLK 14	MOSCA SECA SUB NO 01	4N1W11
R5855111230	LEGACY COMMUNITY ASSOCIATION INC	0.08	LOT 01 BLK 19	MOSCA SECA SUB NO 01	4N1W11
R5855110010	LEGACY COMMUNITY ASSOCIATION INC	2.33	LOT 01 BLK 01	MOSCA SECA SUB NO 01	4N1W11
R5855110380	LEGACY COMMUNITY ASSOCIATION INC	2.52	LOT 38 BLK 01	MOSCA SECA SUB NO 01	4N1W11
R5855110530	LEGACY COMMUNITY ASSOCIATION INC	0.04	LOT 01 BLK 02	MOSCA SECA SUB NO 01	4N1W11
R5855110650	LEGACY COMMUNITY ASSOCIATION INC	0.06	LOT 13 BLK 02	MOSCA SECA SUB NO 01	4N1W11
R5855110830	LEGACY COMMUNITY ASSOCIATION INC	3.89	LOT 01 BLK 04	MOSCA SECA SUB NO 01	4N1W11
R5855110980	LEGACY COMMUNITY ASSOCIATION INC	3.86	LOT 01 BLK 05	MOSCA SECA SUB NO 01	4N1W11
R5855111170	LEGACY COMMUNITY ASSOCIATION INC	0.06	LOT 01 BLK 13	MOSCA SECA SUB NO 01	4N1W11
R5855111210	LEGACY COMMUNITY ASSOCIATION INC	0.03	LOT 01 BLK 17	MOSCA SECA SUB NO 01	4N1W11
R5855110620	LEGACY COMMUNITY ASSOCIATION INC	0.04	LOT 10 BLK 02	MOSCA SECA SUB NO 01	4N1W11
R5855111070	LEGACY COMMUNITY ASSOCIATION INC	1.25	LOT 01 BLK 07	MOSCA SECA SUB NO 01	4N1W11
R5855111120	LEGACY COMMUNITY ASSOCIATION INC	0.40	LOT 01 BLK 08	MOSCA SECA SUB NO 01	4N1W11
R5855111190	LEGACY COMMUNITY ASSOCIATION INC	0.13	LOT 01 BLK 15	MOSCA SECA SUB NO 01	4N1W11
R5855111200	LEGACY COMMUNITY ASSOCIATION INC	0.05	LOT 01 BLK 16	MOSCA SECA SUB NO 01	4N1W11
R5855110590	LEGACY COMMUNITY ASSOCIATION INC	0.08	LOT 07 BLK 02	MOSCA SECA SUB NO 01	4N1W11
R5855110720	LEGACY COMMUNITY ASSOCIATION INC	0.07	LOT 04 BLK 03	MOSCA SECA SUB NO 01	4N1W11
R5855110780	LEGACY COMMUNITY ASSOCIATION INC	0.03	LOT 10 BLK 03	MOSCA SECA SUB NO 01	4N1W11
R5855111050	LEGACY COMMUNITY ASSOCIATION INC	7.71	LOT 01 BLK 06	MOSCA SECA SUB NO 01	4N1W11
R5855111140	LEGACY COMMUNITY ASSOCIATION INC	0.01	LOT 01 BLK 10	MOSCA SECA SUB NO 01	4N1W11
R5855111150	LEGACY COMMUNITY ASSOCIATION INC	0.01	LOT 01 BLK 11	MOSCA SECA SUB NO 01	4N1W11
R5855111160	LEGACY COMMUNITY ASSOCIATION INC	0.08	LOT 01 BLK 12	MOSCA SECA SUB NO 01	4N1W11
R5855111220	LEGACY COMMUNITY ASSOCIATION INC	0.09	LOT 01 BLK 18	MOSCA SECA SUB NO 01	4N1W11
R5855120010	LEGACY COMMUNITY ASSOCIATION INC	8.49	LOT 03 BLK 06	MOSCA SECA SUB NO 02	4N1W11
R5855121320	LEGACY COMMUNITY ASSOCIATION INC	0.07	LOT 134 BLK 06	MOSCA SECA SUB NO 02	4N1W11
R5855121350	LEGACY COMMUNITY ASSOCIATION INC	0.38	LOT 137 BLK 06	MOSCA SECA SUB NO 02	4N1W11
R5855121460	LEGACY COMMUNITY ASSOCIATION INC	0.04	LOT 148 BLK 06	MOSCA SECA SUB NO 02	4N1W11
R5855121490	LEGACY COMMUNITY ASSOCIATION INC	0.14	LOT 151 BLK 06	MOSCA SECA SUB NO 02	4N1W11
R5855121520	LEGACY COMMUNITY ASSOCIATION INC	0.04	LOT 154 BLK 06	MOSCA SECA SUB NO 02	4N1W11
R5855121530	LEGACY COMMUNITY ASSOCIATION INC	0.36	LOT 155 BLK 06	MOSCA SECA SUB NO 02	4N1W11
R5855120026	LEGACY COMMUNITY ASSOCIATION INC	10.12	PAR #0026 E POR LOT 04 BLK 06	MOSCA SECA SUB NO 02	4N1W11
R5855120680	LEGACY COMMUNITY ASSOCIATION INC	0.60	LOT 70 BLK 06	MOSCA SECA SUB NO 02	4N1W11
R5855121420	LEGACY COMMUNITY ASSOCIATION INC	0.37	LOT 144 BLK 06	MOSCA SECA SUB NO 02	4N1W11
R5855121620	LEGACY COMMUNITY ASSOCIATION INC	0.07	LOT 164 BLK 06	MOSCA SECA SUB NO 02	4N1W11
R8020680080	LEGACY COMMUNITY ASSOCIATION INC	1.98	LOT 08 BLK 01	SNOQUALMIE FALLS SUB NO 01	4N1W11
R8020680210	LEGACY COMMUNITY ASSOCIATION INC	0.10	LOT 13 BLK 02	SNOQUALMIE FALLS SUB NO 01	4N1W11
R8020610300	LEGACY COMMUNITY ASSOCIATION INC	0.53	LOT 06 BLK 04	SNOQUALMIE FALLS SUB NO 02	4N1W11
R8020610010	LEGACY COMMUNITY ASSOCIATION INC	0.40	LOT 09 BLK 01	SNOQUALMIE FALLS SUB NO 02	4N1W11
R8020610090	LEGACY COMMUNITY ASSOCIATION INC	0.29	LOT 01 BLK 03	SNOQUALMIE FALLS SUB NO 02	4N1W11
R8020620010	LEGACY COMMUNITY ASSOCIATION INC	3.91	LOT 17 BLK 01	SNOQUALMIE FALLS SUB NO 03	4N1W11
R8020620210	LEGACY COMMUNITY ASSOCIATION INC	0.39	LOT 37 BLK 01	SNOQUALMIE FALLS SUB NO 03	4N1W2
R8020620200	LEGACY COMMUNITY ASSOCIATION INC	1.96	LOT 36 BLK 01	SNOQUALMIE FALLS SUB NO 03	4N1W2
R8020620300	LEGACY COMMUNITY ASSOCIATION INC	1.41	LOT 01 BLK 05	SNOQUALMIE FALLS SUB NO 03	4N1W2
R8020620220	LEGACY COMMUNITY ASSOCIATION INC	2.25	LOT 10 BLK 04	SNOQUALMIE FALLS SUB NO 03	4N1W2
R8020630090	LEGACY COMMUNITY ASSOCIATION INC	0.10	LOT 25 BLK 03	SNOQUALMIE FALLS SUB NO 04	4N1W11
R8020630320	LEGACY COMMUNITY ASSOCIATION INC	0.10	LOT 03 BLK 06	SNOQUALMIE FALLS SUB NO 04	4N1W11
R8020630360	LEGACY COMMUNITY ASSOCIATION INC	0.07	LOT 07 BLK 06	SNOQUALMIE FALLS SUB NO 04	4N1W11
R8020630200	LEGACY COMMUNITY ASSOCIATION INC	0.39	LOT 36 BLK 03	SNOQUALMIE FALLS SUB NO 04	4N1W11

R8020630570	LEGACY COMMUNITY ASSOCIATION INC	0.10	LOT 08 BLK 07	SNOQUALMIE FALLS SUB NO 04	4N1W11
R8020630110	LEGACY COMMUNITY ASSOCIATION INC	0.47	LOT 27 BLK 03	SNOQUALMIE FALLS SUB NO 04	4N1W11
R8020630180	LEGACY COMMUNITY ASSOCIATION INC	0.10	LOT 34 BLK 03	SNOQUALMIE FALLS SUB NO 04	4N1W11
R8020630290	LEGACY COMMUNITY ASSOCIATION INC	0.66	LOT 45 BLK 03	SNOQUALMIE FALLS SUB NO 04	4N1W11
R8020630300	LEGACY COMMUNITY ASSOCIATION INC	0.24	LOT 01 BLK 06	SNOQUALMIE FALLS SUB NO 04	4N1W11
R8020630390	LEGACY COMMUNITY ASSOCIATION INC	0.18	LOT 10 BLK 06	SNOQUALMIE FALLS SUB NO 04	4N1W11
R8020630010	LEGACY COMMUNITY ASSOCIATION INC	0.21	LOT 17 BLK 03	SNOQUALMIE FALLS SUB NO 04	4N1W11
R8020630270	LEGACY COMMUNITY ASSOCIATION INC	0.10	LOT 43 BLK 03	SNOQUALMIE FALLS SUB NO 04	4N1W11
R8020630490	LEGACY COMMUNITY ASSOCIATION INC	9.04	LOT 20 BLK 06	SNOQUALMIE FALLS SUB NO 04	4N1W11
R8020640240	LEGACY COMMUNITY ASSOCIATION INC	0.06	LOT 31 BLK 07	SNOQUALMIE FALLS SUB NO 05	4N1W10
R8020640010	LEGACY COMMUNITY ASSOCIATION INC	1.32	LOT 21 BLK 06	SNOQUALMIE FALLS SUB NO 05	4N1W10
R8020640490	LEGACY COMMUNITY ASSOCIATION INC	0.50	LOT 13 BLK 08	SNOQUALMIE FALLS SUB NO 05	4N1W10
R8020640500	LEGACY COMMUNITY ASSOCIATION INC	2.23	LOT 01 BLK 09	SNOQUALMIE FALLS SUB NO 05	4N1W10
R8020640020	LEGACY COMMUNITY ASSOCIATION INC	0.47	LOT 09 BLK 07	SNOQUALMIE FALLS SUB NO 05	4N1W11
R8020650200	LEGACY COMMUNITY ASSOCIATION INC	0.01	LOT 12 BLK 11	SNOQUALMIE FALLS SUB NO 06	4N1W11
R8020650260	LEGACY COMMUNITY ASSOCIATION INC	0.03	LOT 18 BLK 11	SNOQUALMIE FALLS SUB NO 06	4N1W11
R8020650340	LEGACY COMMUNITY ASSOCIATION INC	0.05	LOT 01 BLK 12	SNOQUALMIE FALLS SUB NO 06	4N1W11
R8020650370	LEGACY COMMUNITY ASSOCIATION INC	0.07	LOT 01 BLK 13	SNOQUALMIE FALLS SUB NO 06	4N1W11
R8020650410	LEGACY COMMUNITY ASSOCIATION INC	0.10	LOT 05 BLK 13	SNOQUALMIE FALLS SUB NO 06	4N1W11
R8020650450	LEGACY COMMUNITY ASSOCIATION INC	0.01	LOT 09 BLK 13	SNOQUALMIE FALLS SUB NO 06	4N1W11
R8020650010	LEGACY COMMUNITY ASSOCIATION INC	1.51	LOT 01 BLK 10	SNOQUALMIE FALLS SUB NO 06	4N1W11
R8020650270	LEGACY COMMUNITY ASSOCIATION INC	0.25	LOT 19 BLK 11	SNOQUALMIE FALLS SUB NO 06	4N1W11
R8020650350	LEGACY COMMUNITY ASSOCIATION INC	0.01	LOT 02 BLK 12	SNOQUALMIE FALLS SUB NO 06	4N1W11
R8020650020	LEGACY COMMUNITY ASSOCIATION INC	0.09	LOT 02 BLK 10	SNOQUALMIE FALLS SUB NO 06	4N1W11
R8020650090	LEGACY COMMUNITY ASSOCIATION INC	2.52	LOT 01 BLK 11	SNOQUALMIE FALLS SUB NO 06	4N1W11
R8020650140	LEGACY COMMUNITY ASSOCIATION INC	0.08	LOT 06 BLK 11	SNOQUALMIE FALLS SUB NO 06	4N1W11
R8020650320	LEGACY COMMUNITY ASSOCIATION INC	0.01	LOT 24 BLK 11	SNOQUALMIE FALLS SUB NO 06	4N1W11
R8020650330	LEGACY COMMUNITY ASSOCIATION INC	0.21	LOT 25 BLK 11	SNOQUALMIE FALLS SUB NO 06	4N1W11
R8020660400	LEGACY COMMUNITY ASSOCIATION INC	0.06	LOT 01 BLK 15	SNOQUALMIE FALLS SUB NO 07	4N1W10
R8020660020	LEGACY COMMUNITY ASSOCIATION INC	0.38	LOT 23 BLK 06	SNOQUALMIE FALLS SUB NO 07	4N1W11
R8020660310	LEGACY COMMUNITY ASSOCIATION INC	3.35	LOT 09 BLK 14	SNOQUALMIE FALLS SUB NO 07	4N1W11
R8020660150	LEGACY COMMUNITY ASSOCIATION INC	2.45	LOT 11 BLK 13	SNOQUALMIE FALLS SUB NO 07	4N1W11
R8020660010	LEGACY COMMUNITY ASSOCIATION INC	1.88	LOT 22 BLK 06	SNOQUALMIE FALLS SUB NO 07	4N1W11
R8020670020	LEGACY COMMUNITY ASSOCIATION INC	0.01	LOT 44 BLK 7	SNOQUALMIE FALLS SUB NO 08	4N1W10
R8020670010	LEGACY COMMUNITY ASSOCIATION INC	1.40	LOT 35 BLK 6	SNOQUALMIE FALLS SUB NO 08	4N1W10
R8020670280	LEGACY COMMUNITY ASSOCIATION INC	0.01	LOT 22 BLK 8	SNOQUALMIE FALLS SUB NO 08	4N1W10
R8020670470	LEGACY COMMUNITY ASSOCIATION INC	2.55	LOT 19 BLK 16	SNOQUALMIE FALLS SUB NO 08	4N1W10
R8020670190	LEGACY COMMUNITY ASSOCIATION INC	0.01	LOT 61 BLK 7	SNOQUALMIE FALLS SUB NO 08	4N1W10
R8020670480	LEGACY COMMUNITY ASSOCIATION INC	0.57	LOT 1 BLK 17	SNOQUALMIE FALLS SUB NO 08	4N1W10
R8020670570	LEGACY COMMUNITY ASSOCIATION INC	0.01	LOT 10 BLK 17	SNOQUALMIE FALLS SUB NO 08	4N1W10
R8020670200	LEGACY COMMUNITY ASSOCIATION INC	0.56	LOT 14 BLK 8	SNOQUALMIE FALLS SUB NO 08	4N1W10
R8020690130	LEGACY COMMUNITY ASSOCIATION INC	4.23	LOT 11 BLK 17	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690360	LEGACY COMMUNITY ASSOCIATION INC	0.01	LOT 01 BLK 20	SNOQUALMIE FALLS SUB NO 09	4N1W3
R8020690030	LEGACY COMMUNITY ASSOCIATION INC	0.01	LOT 63 BLK 07	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690230	LEGACY COMMUNITY ASSOCIATION INC	3.57	LOT 01 BLK 18	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690010	LEGACY COMMUNITY ASSOCIATION INC	2.04	LOT 36 BLK 06	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690020	LEGACY COMMUNITY ASSOCIATION INC	3.28	LOT 62 BLK 07	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690120	LEGACY COMMUNITY ASSOCIATION INC	0.01	LOT 72 BLK 07	SNOQUALMIE FALLS SUB NO 09	4N1W3
R8020690140	LEGACY COMMUNITY ASSOCIATION INC	0.01	LOT 12 BLK 17	SNOQUALMIE FALLS SUB NO 09	4N1W10
R8020690350	LEGACY COMMUNITY ASSOCIATION INC	0.70	LOT 01 BLK 19	SNOQUALMIE FALLS SUB NO 09	4N1W10



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

September 04, 2019

LEGACY COMMUNITY ASSN INC
6401 W FLOATING FEATHER RD
EAGLE ID 83616-3119

Re: Change in Water Right Ownership: 63-5092 (Split into 63-5092 and **63-34782**), 63-10700 (Split into 63-10700 and **63-34783**), 63-31970 (Split into 63-31970 and **63-34784**), 63-32958 (Split into 63-32958 and **63-34785**), 63-32960 (Split into 63-32960 and **63-34788**)

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right(s) to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist 2

Enclosure(s)

c: CLOUD BERRY LLC
SPF WATER ENGINEERING LLC

DEC 31 2018

DEPARTMENT OF
WATER RESOURCES

December 28, 2018

Jean Hersley
IDWR State Office
PO Box 83720
Boise, ID 83720-0098

Subject: ***Cloud Berry Water Bank Lease Applications (7)***
 Legacy Community Association Ownership Change Notice
 Legacy Community Association Water Bank Lease Applications (5)

Dear Jean,

Enclosed on behalf of Cloud Berry, LLC and Legacy Community Association Inc., are applications to lease portions of water rights 63-5092, 63-331970, 63-10700, 63-32958, 63-32960 and, in the case of Cloud Berry, all of rights 63-5094 and 63-10557 to the water supply bank that will supersede applications previously submitted by Cloud Berry.

The water rights listed above are currently in the name of Cloud Berry LLC, however due to recent development, Cloud Berry no longer owns all the property where the water rights are appurtenant. As a result, the water being leased to the bank for Cloud Berry represents water appurtenant to:

1. parcels owned by the developer; either Cloud Berry LLC, Brahma LLC, White Sturgeon LLC, or Horseshoe Flats LLC (all affiliated)
2. parcels where developer has retained the appurtenant water on the warranty deed

Supporting documentation for items 1 and 2 includes:

Attachment A – IDSOS annual statements for the Cloud Berry, Brahma, White Sturgeon and Horseshoe Flats developing companies. Brahma, White Sturgeon and Horseshoe Flats are managed by Developers Services Inc., for which Brian McColl is President and has provided a statement authorizing Cloud Berry to lease the water appurtenant to the property owned by Brahma, White Sturgeon and Horseshoe Flats into the bank. The manager for Cloud Berry is Justin Martin, who signed the lease applications.

Attachment B – warranty deeds for property owned by developers Brahma LLC, White Sturgeon LLC, or Horseshoe Flats LLC.

Attachment C – warranty deeds for sold parcels specifying water was retained by the developer. Note, water will continue to be retained by the developers on all future parcel sells.

Attachment D – spread sheet indicating parcels/owners affiliated with the water being leased to the bank by Cloud Berry LLC.

Legacy Community Association Inc. (LCA) is the homeowners association for part of the Cloud Berry development. Cloud Berry did not retain water rights from the LCA parcels. Rather than quitclaim the appurtenant water back to Cloud Berry, LCA would rather submit their water right portions to the bank in their name. To do so requires a *Notice of Change in Water Right Ownership*, which has been included in this application package as Attachment F. The Director of LCA is Justin Martin, who signed the LCA lease applications.

Attachment E – spread sheet indicating parcels owned by LCA with appurtenant water being leased to the bank by LCA.

Attachment F – *Notice of Change in Water Right Ownership* and associated warranty deeds for LCA's water right portions being leased to the bank.

Following Attachment F are the lease applications, W-9 forms and all-inclusive map. GIS analysis tools were used to determine the acre portions of each water right appurtenant to Cloud Berry and LCA affiliated properties. Split trees and grid tables have been included with each application showing how the associated leased flow rates and volumes were determined.

The fees for the enclosed Cloud Berry applications have been paid with the previous submittal. The filing fees for LCA five applications is \$1250 (\$250/app). The filing fees for LCA's ownership change notice is \$500 (\$100/water right split). Check number 1680 is enclosed for the \$1750 total amount due. Thanks for your help Jean. Please let me know if there are any questions.

Sincerely,



Lori Graves
Water Rights Specialist

Cc: Justin Martin/Ashley Young

Enclosures

SPF file number: 1336.0011