

DEV ✓

RECEIVED
APR 28 2010
DEPT. OF WATER RESOURCES
SOUTHERN REGION

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

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

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
45-11194					

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

- \$25** (A) The appropriate **FILING FEE**. See instructions for fee amounts.
- (B) A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

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

4. New Owner/Claimant(s) Burley Healthcare Holdings LLC
 Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address 27101 Puerta Real Ste 450

City, State and ZIP Code Mission Viejo, CA 92691

New Telephone Number (949) 487-9500 Email: _____

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

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

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

7. Signature(s) of New Owner(s) or Claimant(s) By: Burley Healthcare Holdings LLC,
THE ENSIGN GROUP, INC.
a Delaware corporation, its sole member (title if applicable)
Gregory Stapley, E.V.P. (title if applicable)

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

For IDWR Office Use Only:

Received by [Signature]
 Received by [Signature]
 Processed by _____ AJ

Date 4-27-2010
 Date 4/27/2010
 Date _____

Receipt Amt. \$25
 Receipt No. 5031401
 WR _____ Date _____

When recorded, mail to:
Burley Healthcare Holdings LLC
c/o Ensign Facility Services, Inc.
attn: Gregory K. Stapley
27101 Puerta Real, Suite 450
Mission Viejo, CA 92691
Escrow No. _____

RECEIVED
APR 26 2010
DEPT. OF WATER RESOURCES
SOUTHERN REGION

CASSIA COUNTY
RECORDED FOR:
TITLEONE BOISE
03:33:04 PM 12-31-2009
2009-006516
NO. PAGES: 6 FEE: \$18.00
LARRY A. MICKELSEN
COUNTY CLERK
DEPUTY: Wendy
Electronically Recorded by Simplifile

Burley

WARRANTY DEED

FOR THE SUM OF Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **PARKE VIEW, LLC**, an Idaho limited liability company, as Grantor, does hereby convey to **BURLEY HEALTHCARE HOLDINGS LLC**, a Nevada limited liability company as Grantee:

The real property situated in Cassia County, Idaho as described on **Exhibit A** hereto

which is incorporated herein by this reference (herein the "Land"),

TO HAVE AND TO HOLD, TOGETHER WITH all right, title and interest of Grantor (if any) in and to (i) all alleys, strips or gores adjoining the Land, and any easements, rights-of-way or other interests in, on, under, or to, any land, highway, street, road, right-of-way or avenue in, on, under, across, in front of, abutting or adjoining the Land; (ii) water rights appurtenant to the Land; (iii) buildings and other improvements located in, on and under the Land, (iv) signs, fixtures and equipment on the Land, (v) any and all oil, gas and other minerals situated on, in or under the Land; and (vi) all other rights, privileges and appurtenances owned by Grantor which are related in any way to the above-described Land and improvements located thereon or used in connection therewith (with the Land, collectively the "Property");

SUBJECT ONLY TO those matters listed on **Exhibit B** attached hereto and incorporated herein by this reference; and

Grantor hereby binds itself and its successors to warrant and defend the title against all claims and persons whatsoever, subject to the matters above set forth; provided further that in addition to the foregoing Grantor hereby assigns, transfers and conveys to Grantee, and Grantee shall have hereby, any and all rights, claims, actions and remedies that Grantor or any affiliate of Grantor may have or hold against, and all rights and warranties acquired by Grantor or any affiliate of Grantor in connection with Grantor's acquisition of the Property from, Grantor's predecessor(s) in title (both immediate and remote), if any.

Recorded Electronically			
ID	2009-00165116		
County	Cassia		
Date	12-31-09	Time	3:33pm
Simplifile.com 800.460.5657			

When recorded, mail to:
Burley Healthcare Holdings LLC
c/o Ensign Facility Services, Inc.
attn: Gregory K. Stapley
27101 Puerta Real, Suite 450
Mission Viejo, CA 92691
Escrow No. _____

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DEPT. OF WATER RESOURCES
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Burley

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The real property situated in Cassia County, Idaho as described on **Exhibit**

A hereto

which is incorporated herein by this reference (herein the "Land"),

TO HAVE AND TO HOLD, TOGETHER WITH all right, title and interest of Grantor (if any) in and to (i) all alleys, strips or gores adjoining the Land, and any easements, rights-of-way or other interests in, on, under, or to, any land, highway, street, road, right-of-way or avenue in, on, under, across, in front of, abutting or adjoining the Land; (ii) water rights appurtenant to the Land; (iii) buildings and other improvements located in, on and under the Land, (iv) signs, fixtures and equipment on the Land, (v) any and all oil, gas and other minerals situated on, in or under the Land; and (vi) all other rights, privileges and appurtenances owned by Grantor which are related in any way to the above-described Land and improvements located thereon or used in connection therewith (with the Land, collectively the "Property");

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Dated as of this 30 day of December, 2009

GRANTOR:

PARKE VIEW, LLC,

an Idaho limited liability company

By: Holloway Properties L.P., an Idaho limited partnership, its sole member

By: Keith Holloway
Keith Holloway, General Partner

By: Delta Holloway
Delta Holloway, General Partner

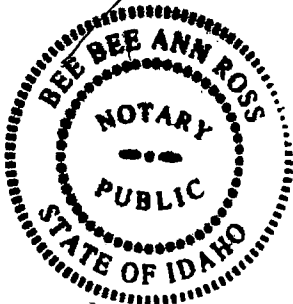
STATE OF IDAHO)
) ss.
COUNTY OF Ada)

On this 30 day of December, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Keith Holloway**, personally known to me or 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, 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 Idaho that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Bee Bee Ann Ross
Signature



Grantor:

Park View, LLC, an Idaho limited liability company

By: Keith Holloway
Keith Holloway, Manager

State of Idaho)

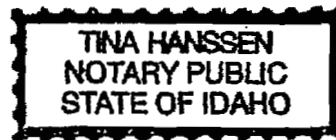
) ss.

County of Cassia)

On this 31st day of December, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Keith Holloway, 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.

Tina Hansen
Notary Public for Idaho
My Commission Expires: 05/07/15



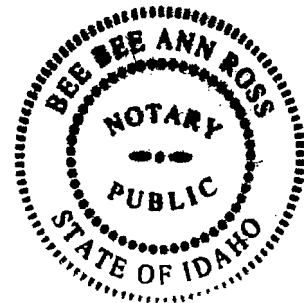
State of Idaho)

) ss:

County of Ada)

On this 30th day of December, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Keith Holloway, known or identified to me to be the person whose name is subscribed to the within instrument, as General Partner of Holloway Properties L.P., said Partnership known to me to be a member of Parke View, LLC, the limited liability company that executed the within instrument and acknowledged to me that he executed the same as General Partner and that such Partnership executed it as the member of the limited liability company and that said limited liability company executed it.

Bee Bee Ann Ross
Notary Public
Commission Expires 12/20/2012



State of Idaho)

) ss:

County of Ada)

On this 30th day of December, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Delta Holloway, known or identified to me to be the person whose name is subscribed to the within instrument, as General Partner of Holloway Properties L.P., said Partnership known to me to be a member of Parke View, LLC, the limited liability company that executed the within instrument and acknowledged to me that she executed the same as General Partner and that such Partnership executed it as the member of the limited liability company and that said limited liability company executed it.

Bee Ann Ross
Notary Public
Commission Expires 12/20/2012



EXHIBIT "A"

TOWNSHIP 10 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 29: Part of the NW¼SW¼, more particularly described as follows:

Beginning at the West ¼ section corner of said Section 29, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top which shall be the Point of Beginning;

Thence South 89°49'53" East (East rec.) along the north line of the NW¼SW¼ for a distance of 714.92 feet (715.0 feet rec.) to a ½ inch rebar at the northwest corner of the Southwest Second Addition to Burley, Idaho;

Thence South 00°32'44" East (South rec.) along the west line of the Southwest Second Addition for a distance of 80.73 feet to a ½ inch rebar at the NW corner of Lot 7 of Southwest Second Addition;

Thence South 00°32'44" East (South rec.) along the west line of the Southwest Second Addition for a distance of 279.96 feet (280.0 feet rec.) to a ½ inch rebar at the NW corner of Lot 10 of Southwest Second Addition;

Thence South 00°34'02" East (South rec.) along the west line of the Southwest Second Addition for a distance of 181.89 feet (182.0 feet rec.) to a pipe fence post at the NW corner of Lot 22 of the Southwest Second Addition;

Thence South 00°27'02" East (South rec.) along the west line of the Southwest Second Addition for a distance of 81.85 feet (82.0 feet rec.) to a ½ inch rebar at the SW corner of Lot 22 of Southwest Second Addition;

Thence South 00°33'02" East (South rec.) along the west line of the Southwest Second Addition for a distance of 170.50 feet to a ½ inch rebar;

Thence North 89°49'53" West for a distance of 689.88 feet to a ½ inch rebar;

Thence North 89°49'53" West for a distance of 25.00 feet to a ½ inch rebar on the west line of the NW¼SW¼;

Thence North 00°32'40" West (North rec.) along said line for a distance of 739.93 feet to a ½ inch rebar;

Thence South 89°49'53" East (East rec.) for a distance of 70.00 feet to a ½ inch rebar;

Thence North 00°32'40" West (North rec.) for a distance of 35.00 feet to a ½ inch rebar;

Thence North 89°49'53" West (West rec.) for a distance of 70.00 feet to a ½ inch rebar on the west line of the NW¼SW¼;

Thence North 00°32'40" West (North rec.) along said line for a distance of 20.00 feet to the Point of Beginning.

EXHIBIT B
PERMITTED TITLE EXCEPTIONS
Burley Property

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
3. Taxes for 2009 and subsequent years.
4. Utility Easement to serve the Cassia County Hospital, recorded May 12, 1959 as Instrument No. 201624 in Book 16 of Miscellaneous, records of Cassia County, Idaho.
5. Easement from we, The County of Cassia, A Quasi Corporation of the State of Idaho to the City of Burley, Idaho, a municipal corporation, its successors and assigns, recorded October 22, 1959 as Instrument No. 203553 in Book 16 of Miscellaneous, records of Cassia County, Idaho.
6. License Agreement between Cassia County, a municipal corporation, and IHC Hospitals, Inc., a non-profit corporation, d/b/a Cassia Memorial Hospital and Medical Center and City of Burley, a municipal corporation, dated August 8, 1983 and recorded September 13, 1983 as Instrument No. 154874 on Film No. 159, records of Cassia County, Idaho.
7. Right-of-way for Park Avenue as revealed by Survey recorded May 3, 1995 as Instrument No. 236427, records of Cassia County, Idaho.
8. Easement for Ingress and Egress between Parke View, L.L.C. and Arthur B. Roper and Christine L. Roper, dated May 13, 2002 and recorded May 28, 2002 as Instrument No. 281751, records of Cassia County, Idaho.
9. Any rights, easements, interests or claims which may exist by reason thereof, disclosed by an ALTA/ACSM survey made by Desert West Land Surveys, LLC on November 24, 2009, designated Job No. 9007-09C1.