

RECEIVED

JUL 15 2009

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)
PD 63-22547					
PD 63-24084					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).

OR

- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)	Beartha M. Hadley and Harold Hadley
	11102 Floating Feather
	Star, ID 83669
4. New Owner/Claimant(s)	MW Housing Partners III, L.P.
	Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address	1301 Fifth Ave., Suite 3100
City, State and ZIP Code	Seattle, WA 98101
New Telephone Number	(206) 254-7903 Email: _____

5. Date you acquired the property

April 28, 2009

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)

SEE ATTACHED

(title if applicable)

(title if applicable)

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

For IDWR Office Use Only:

Received by _____

Date _____

Received by BRITDate 7-15-2009

Processed by _____ AJ

Date _____

Receipt Amt. \$25Receipt No. 0689995

WR _____

Date _____

MW HOUSING PARTNERS III, L.P.,
a California limited partnership

By: MW Housing Management III, LLC,
a California limited liability company
Its General Partner

By: WRI CP Investments III LLC,
a Washington limited liability company
Its Co-Manager

By: Weyerhaeuser Realty Investors, Inc.,
a Washington corporation
Its Manager

By: Proy A. Block
Name: Proy A. Block
Title: Vice President

By: Lynn M. Richards
Name: LYNN M. RICHARDS
Title: ASST VICE PRESIDENT



Trustee's Deed

ATF4990804972-MAA

Alliance Title & Escrow Corp., (herein called Trustee) as Trustee under the Deed of Trust hereinafter particularly described, does hereby BARGAIN, SELL and CONVEY, WITHOUT WARRANTY, TO MW Housing Partners III, L.P., a California limited partnership (herein called GRANTEE) whose address is: 1301 5th Ave, Suite 3100 Seattle, WA 98101 all of the real property situated in the County of Ada, State of Idaho described as follows:

Parcel I:

The Northwest Quarter of the Southeast Quarter, in Section 6, Township 4 North, Range 1 West, Boise Meridian, in Ada County, Idaho.

Parcel II:

The Northeast Quarter of the Southeast Quarter of Section 6, Township 4 North, Range 1 West, Boise Meridian, in Ada County, Idaho; ALSO a strip of land for a road-way 20 feet wide along the East side of the Southeast Quarter of the Southeast Quarter of said Section. EXCEPTING a strip of land 80 feet wide along the South side of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter of said Section, which was heretofore traded for the above mentioned roadway.

ALSO, all that part of the East half of the Southeast Quarter of the Southeast Quarter, lying North of McHenry Lateral, Except the West 114 feet thereof, all in Section 6, Township 4 North, Range 1 West, Boise Meridian, in Ada County, Idaho.

EXCEPTING that part of the above described forty acres described as follows:

Commencing at a point 80 feet North of the Southwest corner of the Northeast Quarter of the Southeast Quarter of Section 6, Township 4 North, Range 1 West, Boise Meridian, in Ada County, Idaho; thence East 40 rods to the REAL PLACE OF BEGINNING; thence North 335 feet to a point on the North bank of the Foothill Ditch; thence along the North bank of the said Foothill Ditch as it meanders Westerly and Northwesterly to a point on the West line of the Northeast Quarter of the Southeast Quarter of said Section which point is 727 feet North of the Southwest corner of the above described forty acres; thence South a distance of 647 feet; thence East to the PLACE OF BEGINNING.

ALSO EXCEPTING all that part of the West 114 feet of the east half of the Northeast Quarter of the Southeast Quarter, lying South of the North bank of the Foothill Ditch, in Section 6, Township 4 North, Range 1 West, Boise Meridian, in Ada County, Idaho.

Parcel III:

The West half of the Northwest Quarter of the Southwest Quarter of Section 5, Township 4 North, Range 1 West, Boise Meridian, in Ada County, Idaho.

Parcel IV:

A private ingress/egress easement created by that Grant of Easement recorded March 3, 2004 Instrument No. 104036128 and located in the Southeast Quarter of Section 6, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho and described as follows:

Commencing at a 5/8 inch rebar marking the Northeast corner of said Southeast Quarter, thence along the East line of said Southeast Quarter
 South 00°56'24" West a distance of 2648.91 feet to a brass cap monument marking the Southeast corner of said Southeast Quarter, thence leaving said East line and along the South line of said Southeast Quarter
 North 88°34'15" West a distance of 20.00 feet to a 5/8 inch rebar being the POINT OF BEGINNING; thence continuing
 North 88°34'15" West a distance of 29.07 feet to a point; thence leaving said South line
 North 16°32'42" East a distance of 108.08 feet to a point; thence
 South 00°56'24" West a distance of 104.34 feet to the POINT OF BEGINNING.

This conveyance is made pursuant to the powers conferred upon Trustee by the Deed of Trust between Star/Boise LLC, an Oregon limited liability company as Grantor, the Alliance Title & Escrow Corp. (successor) Trustee herein, and MW Housing Partners III, L.P., a California limited partnership as Beneficiary, recorded February 23, 2007, as Instrument No. 107026556, records of Ada County, Idaho, and after the fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance as follows:

- (a) Default occurred in the obligations for which such Deed of Trust was given as security and the Beneficiary made demand upon the said Trustee to sell said property pursuant to the terms of said Deed of Trust. Notice of default was recorded as Instrument No. 108127166, Ada County Mortgage Records and in the office of the Recorder of each other county in which the property described in said Deed of Trust, or any part thereof, is situated, the nature of such default being as set forth in said notice of Default. Such default still existed at the time of sale.
- (b) After recordation of said Notice of Default, Trustee gave notice of the time and place of the sale of said property by registered or certified mail, by personal service upon the occupants of said real property, by posting in a conspicuous place on said property and by publishing in a newspaper of general circulation in each of the counties in which the property is situated as more fully appears in affidavits recorded at least 20 days prior to date of sale as Instrument No.(s): 109003077, 109003078, 109003079, 109003080, 109003081, Ada County, Idaho Mortgage Records.
- (c) The provisions, recitals and contents of the Notice of Default referred to in paragraph (a) supra and of the Affidavits referred to in paragraph (b) supra shall be and they are hereby incorporated herein and made an integral part hereof for all purposes as though set forth herein at length.
- (d) Not less than 120 days elapsed between the giving of notice of sale by registered or certified mail and the sale of said property.
- (e) Trustee, at the time and place of sale fixed by said notice, at public auction, in one parcel, struck off to the Grantee, being the highest bidder therefore, the property herein described, for the sum of \$4,670,000.00, subject however to all prior liens and encumbrances. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, advances and costs.

IN WITNESS WHEREOF, The Trustee, pursuant a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its Asst Vice President and its corporate seal to be affixed by its Assistant Secretary dated April 28, 2009



Alliance Title & Escrow Corp.

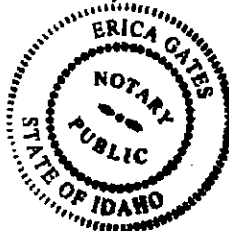
By: _____

Attest: _____

State of Idaho

County of Ada

On April 28, 2009, before me, a Notary Public in and for said state, personally appeared Larry Floyd known to me to be the Asst Vice President and Melissa Ambroz, known to me to be the Assistant Secretary of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, they executed the foregoing in said Corporation 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.



Erica Gates
 Notary Public for the State of Idaho
 Residing at: Boise, ID
 Commission Expires: 12/23/2014