

RECEIVED

DEC 04 2008

DEPARTMENT OF
WATER RESOURCES

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)
63-15383					

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)

Bruce A. Healy
400 S. Linder Rd.
Eagle, ID 83616

4. New Owner/Claimant(s)

Leslie Bailey and Chris Thomas
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

Leslie: New Mailing Address 2456 S Flame Ave. 4893 Supply Way
Meridian ID 83442 Boise 83716
 City, State and ZIP Code Drö Valley, Az 85737
 New Telephone Number (520) 834-2673 Email: leslie.bailey@us.
aflac.com

5. Date you acquired the property

November 17, 2001

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)

Leslie Bailey 50% owner
(title if applicable)
WT 50% owner
(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 SRF Date 4-17-09
 Processed by _____ AJ Date _____

Receipt Amt. 25.00
 Receipt No. C088497
 WR _____ Date _____

DEED OF TRUST

THIS DEED OF TRUST, made this 17th day of November, 2001 between Leslie J. Bailey whose address is 8104 S. Cottonwood Hills Court, Sandy, Utah 84094 and Chris Thomas whose address is 2306 Cherry Lane, Boise, Idaho 83705, herein called collectively GRANTOR; Pioneer Title Company of Ada County, an Idaho corporation, whose address is 821 W. State St., Boise, Idaho 83702 herein called TRUSTEE; and Bruce A. Healy, a married man dealing with his sole and separate property, whose address is 400 S. Linder Ave., Eagle, Idaho 83616, 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 on Exhibit A hereto, and containing not more than twenty acres.

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.

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of **Eighty Five Thousand Dollars (\$85,000)**, final payment due November 17th 2016, and to secure payment of such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the 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 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 to 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 powers 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 to or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at legal interest rate.

6. Should Grantor fail 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 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 moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of the 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 and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held thereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be 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 to 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.

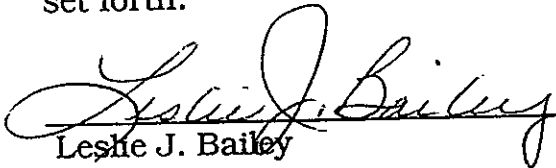
After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest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

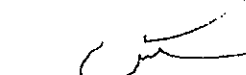
7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. 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 or 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 be mailed to the Grantor at his address hereinbefore set forth.

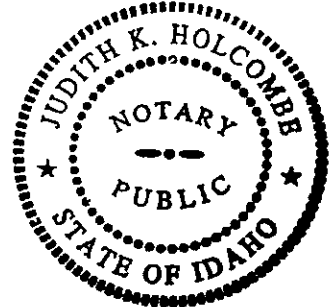

Leslie J. Bailey


Chris Thomas

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 17th day of November in the year of 2001, before me Judith K. Holcombe, a notary public, personally appeared LESLIE J. BAILEY and CHRIS THOMAS, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Notary Public: Judith K. Holcombe
Residing at: Boise, Idaho
My commission expires: 8-18-2005



STATE OF IDAHO, COUNTY OF ADA

I HEREBY CERTIFY that this instrument was filed for record at the request of _____ at _____ minutes past _____ o'clock _____ M., this _____ day of _____, 2001, in my office and duly recorded in Book _____ of Mortgages at page _____ Ex-Officio Recorder.

By _____
Deputy

Fees: \$ _____

Mail to: _____

REQUEST FOR FULL RECONVEYANCE
(To be used only when Note has been paid)

Eagle, Idaho _____, 2001

To **PIONEER TITLE COMPANY OF ADA COUNTY, Trustee:**

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured thereby have been fully paid. You are hereby requested and directed to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, the estate now held by you under the same.

Bruce A. Healy
BRUCE A. HEALY
by Jeletta K. Holcombe
under Power of Attorney

Deliver to: Leslie J. Bailey
8104 S. Cottonwood Court
Sandy, Utah 84094

Exhibit A

THAT PORTION OF LOT 4, SECTION 13, TOWNSHIP 4 NORTH, RANGE 1 WEST, B.M., LYING WITHIN A TRACT OF LAND IN SECTION 13, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN, ADA COUNTY, IDAHO;

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 1 WEST AND RUNNING THENCE EAST 517 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION 13 A DISTANCE OF 3960 FEET, MORE OR LESS, TO THE NORTH BOUNDARY LINE OF LOT NUMBER 4 OF SAID SECTION 13; THENCE WESTERLY ALONG THE NORTH BOUNDARY OF SAID LOT TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH TO THE PLACE OF BEGINNING, MORE OR LESS; EXCEPT DITCH AND ROAD RIGHTS-OF-WAY.

ALSO EXCEPT ANY PORTION LYING WITHIN THE MEAN HIGHWATER LINE OF THE BOISE RIVER.

EXCEPTING THEREFROM

A TRACT OF LAND SITUATED IN A PORTION OF GOVT. LOT 4, IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP, MONUMENTING THE NORTHWEST CORNER OF SAID SECTION 13; THENCE ALONG THE WESTERLY LINE OF SAID SECTION 13, SAID LINE ALSO BEING THE CENTERLINE OF LINDER ROAD, SOUTH 00 DEGREE 41' 01" WEST A DISTANCE OF 2,605.95 FEET TO A FOUND BRASS CAP, MONUMENTING THE WEST QUARTER CORNER OF SAID SECTION 13; THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 00 DEGREE 41' 01" EAST, A DISTANCE OF 35.00 FEET TO A POINT; THENCE LEAVING SAID WESTERLY LINE, SOUTH 88 DEGREES 31' 56" EAST, A DISTANCE OF 33.00 FEET TO A SET PK NAIL AND WASHER ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID LINDER ROAD, SAID PK NAIL BEING THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT OF WAY, NORTH 00 DEGREE 41' 01" EAST, A DISTANCE OF 361.00 FEET TO A SET 5/8" STEEL PIN W/CAP; THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 87 DEGREES 15' 05", EAST, A DISTANCE OF 527.40 FEET TO A SET 5/8" STEEL PIN W/CAP; THENCE SOUTH 00 DEGREE 41' 01" WEST, A DISTANCE OF 561.00 FEET TO A SET 5/8" STEEL PIN W/CAP ON THE NORTHERLY RIGHT-OF-WAY OF HATCHERY ROAD; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 89 DEGREES 31' 58" WEST, A DISTANCE OF 484.00 FEET TO THE POINT OF BEGINNING.

CERTIFICATE OF VITAL RECORD

RECEIVED

STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF VITAL RECORDS AND HEALTH STATISTICS

APR 17 2009

CERTIFICATE OF DEATH

DEPARTMENT OF
WATER RESOURCES

Date Filed DECEMBER 13, 2001

State File No. 2001-08763

DECEDENT - NAME BRUCE ALBERT HEALY				AGE 77 YEARS	
DATE OF DEATH DEC. 02, 2001		SEX MALE	SOCIAL SECURITY NUMBER		DATE OF BIRTH APR. 01, 1924
BIRTH PLACE IDAHO		WAS DECEDENT EVER IN U.S. ARMED FORCES? YES		MARITAL STATUS MARRIED	SURVIVING SPOUSE (If wife, maiden name) REGINA PARTIDA
CITY, TOWN OR LOCATION OF DEATH EAGLE, IDAHO		RESIDENCE STATE IDAHO		CITY, TOWN OR LOCATION EAGLE	
FATHER - NAME ALBERT HEALY				BIRTH PLACE UNKNOWN	
MOTHER - FULL MAIDEN NAME OAKLEY PACK				BIRTH PLACE UNKNOWN	
NAME AND ADDRESS OF MORTUARY DAKAN FUNERAL CHAPEL, CALDWELL, IDAHO					
FUNERAL SERVICE LICENSEE ALAN C. KERRICK					
METHOD OF DISPOSITION BURIAL		TIME OF DEATH 3:00 A.M.		MANNER OF DEATH NATURAL	
CAUSE OF DEATH (underlying cause last) a. SQUAMOUS CELL CARCINOMA OF					Approximate Interval Between Onset and Death
DUE TO (or as a consequence of): b. LUNG, METASTATIC TO SKIN,					
DUE TO (or as a consequence of): c. BONE & LIVER, PROGRESSIVE					2 MONTHS
DUE TO (or as a consequence of): d.					
OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not resulting in the underlying cause given above NONE LISTED					AUTOPSY PERFORMED? NO
NAME OF CERTIFIER IRVING H. PIERCE, M.D.				TITLE OF CERTIFIER PHYSICIAN	

CORONER REVIEW AREA

ACTION	NAME
--------	------

EXTERNAL CAUSES ONLY

DATE OF INJURY	HOUR OF INJURY	INJURY AT WORK?
DESCRIPTION OF HOW INJURY OCCURRED		
PLACE OF INJURY		

*Home Address:
2656 S. Flame
Ave.*

Aflac

*Meridian
Id
83642*

Leslie J. Bailey
Broker Development Co. *ator*
An Independent Associate Representing Aflac

1087 W. River St., Suite 250
Boise, Idaho 83702
208.426.0020 office
208.441.1777 fax
208.870.6450 cell
877.772.3522 broker dedicated hotline
leslie_bailey@us.aflac.com
aflac.com

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF VITAL RECORDS AND HEALTH STATISTICS.

DATE ISSUED: DECEMBER 14, 2001

This copy is not valid unless prepared on engraved border displaying state seal and signature of the Registrar.

Jane S. Smith

JANE S. SMITH
STATE REGISTRAR



COMMON OWNERSHIP AGREEMENT

THIS COMMON OWNERSHIP AGREEMENT (the "Agreement") is entered into effective as of the 17th day of November, 2001 by and between Leslie J. Bailey, an unmarried woman ("First Party" or "Bailey") and Chris Thomas, a married man dealing with his sole and separate property ("Second Party" or "Thomas"), who collectively are herein referred to as the "Owners" and who, in consideration of the mutual covenants hereunder and for other good and valuable consideration hereby agree as follows:

1. Property.

1.1 The parties are Owners of a parcel of real property generally described as approximately 4.48 acres of land a residential dwelling and out buildings located at 400 S. Linder Ave., Eagle, in Ada County, Idaho, and more particularly described on Exhibit A (the "Property").

1.2 The Property is subject to the terms of a life estate reserved to Bruce A. Healy.

1.2 The Owners desire to make certain agreements regarding the ownership, maintenance, use and resale of the Property for their common convenience and benefit.

2. Ownership - Allocable Share - Maintenance and Costs.

2.1. The Owners hereby declare themselves to be tenants in common, and their undivided tenant in common ownership interests in the Property (their "Allocable Shares") are held as follows:

Bailey	50%
Thomas	50%
	100%

2.2. It is agreed between the Owners that the parties shall be equally responsible for all costs and expenses of maintaining the Property during the parties' common ownership, including the payment of taxes, assessments and insurance, and other normal maintenance costs for control of weeds, fire hazards and the like.

2.3 If the parties mutually agree to lease the land or engage in other income producing activity on the land, they will first apply earnings to the maintenance and other costs. Any excess income shall be divided between the parties in accordance with their Allocable Shares.

2.4.

3. Default in Payment of Expenses; Lien. In the event that either party fails or refuses to pay when due the maintenance expenses, taxes, insurance or other costs, then the other party shall be entitled but is not required to advance such funds for the account of the defaulting Owner. Any such advances shall be allocated to the advancing Owner and, and excluded from the defaulting Owner's Allocable Share, and shall be a lien on the Property until paid.

4. Liability Insurance. The parties shall acquire and maintain Public Liability and Property Damage insurance adequate to protect the Owners against liability for injury or death of any person in connection with the use, operation or condition of the Property and the replacement of existing structures. Both Owners shall be named additional insureds on the policy as their interests may appear.

5. Use of Property.

5.1 The parties acknowledge that the property is subject to the terms of a life estate with Bruce A. Healy, and his spouse for an additional year who during the term of the life tenancy will be responsible for payment of costs. During the term of the life tenancy, the Owners will not change the uses of the Property from its current residential/agricultural uses. Thereafter upon mutual agreement, the Owners may change to any lawful use which is a higher beneficial use of the land.

6. Sale.

6.1 Any sale of the Property shall be on such terms and conditions as are agreed upon by the Owners. Because of the nature and complexity of the ownership of the Property, it is agreed that neither Owner shall have the right to sell, assign or encumber their interest in the Property separate from the other. In the event that any lien, claim or encumbrance arises due to the actions or inactions of an Owner without the prior written consent of the other Owner, the non-defaulting Owner may advance funds to discharge such lien and shall be reimbursed in the manner provided in paragraph 3 above.

6.2 If the Property has not been sold by prior mutual agreement on or before _____, or upon the death of an Owner, either Owner may elect to require the purchase or sale of the Property under the following terms:

(a) A withdrawing Owner (or the estate of a deceased owner) shall upon 30 days written notice offer the other Owner the opportunity to purchase their interest based on their Allocable Share of its fair market value less the balance of mutually consented encumbrances and closing costs. A withdrawing Owner shall also have deducted from their Allocable Share any encumbrances or costs which under the terms of this Agreement are that Owner's sole responsibility to pay and discharge. Payment of the withdrawing Owner's Allocable Share shall be in cash at closing, or other mutually agreed terms.

(b) Decisions concerning fair market value for the sale of the Property shall be by agreement of the Owners, or by a mutually agreed appraiser. If the parties cannot agree on an appraiser, each shall select an appraiser and the two appraisers shall select a third who shall collectively or by majority opinion decide the fair market value of the Property, and their decision shall be binding.

(e) In the event that an Owner fails or refuses to purchase the interest of a withdrawing Owner as provided in 6.2(a) above, the withdrawing Owner may upon 30 days written notice, require that the Property be placed for sale in a commercially reasonable manner priced with intent to sell it in a period not to exceed 6 months. Upon such sale each Owner shall receive their Allocable Share of net sale proceeds. Net sale proceeds for purposes of a sale to a third party buyer shall be the sale price less the balance of mutually consented encumbrances, sales costs, attorneys and brokers fees if applicable, title insurance and closing costs. Also deducted from each Owner's Allocable Share shall be any encumbrances or costs which under the terms of this Agreement are that Owner's sole responsibility to pay and discharge.

7. General Provisions.

7.1. Remedies. Each Owner shall be entitled to all rights and remedies provided at law or in equity including specific performance, the right of offset, damages and the right to seek and obtain attorneys' fees and costs in enforcing the rights hereunder, including in bankruptcy and on appeal.

7.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Owners and their respective heirs, legal representatives, successors and assigns.

7.3 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

7.5 Notice. All notices between the Owners required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or when deposited in the United States Mail postage prepaid, or sent by facsimile transmission or by recognized courier delivery (e.g. Federal Express, Airborne, Burlington, etc.) addressed to the Owners at the address set forth below or at such other addresses as the Owners may subsequently designate by written notice given in the manner provided in this section:

Leslie J. Bailey
8104 S. Cottonwood Hills Court
Sandy, Utah 84094

Chris Thomas
2306 Cherry Lane
Boise, Idaho 83705

Notice personally delivered will be effective upon delivery to an authorized representative of the Owner at the designated address. Notice sent by mail or courier in will be effective upon receipt, or the date upon which such notice to returned to sender as undeliverable.

7.6. Additional Acts. In addition to the agreements expressly set forth above, the Owners each agree to perform, execute and/or deliver any and all such further acts, documents and assurances as the Owners may reasonably require to consummate the transaction contemplated and to carry out the intent and terms of this agreement.

7.7. Idaho Law. This Agreement shall be construed under and in accordance with the laws of the State of Idaho as a contract between residents and domiciliaries of the State of Idaho and as an agreement and contract to be performed entirely within the State.

7.8. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7.9. Attorneys' Fees. Except as otherwise provided herein, should any Owner employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, or to recover damages for the breach of this Agreement, the non-prevailing Owner shall pay to the prevailing Owner all reasonable costs, damages and expenses, including attorneys' fees, expended or incurred in connection therewith.

7.10. No Joint Venture or Partnership. The owners rights hereunder derive from and shall be consistently with their tenants-in-common ownership in the Property and it is specifically

agreed and intended that no joint venture, partnership, corporation or other similar legal or taxable arrangement shall be created by the terms hereof or the actions of the Owners pursuant hereto and each Owner covenants that it shall not hold the Owners out as partners or as the agent of the other with respect to the Property.

7.11. Covenants Running with Land. The covenants, agreements and other terms of this Agreement are hereby declared to be covenants running with and binding upon the Owners' respective interests in the Property and the Owners agree if requested to record a Memorandum of this Agreement in the records of Ada County.

IN WITNESS WHEREOF, the Owners have caused this Agreement to be executed effective the day and year first above written.

"First Party"

Leslie J. Bailey
Leslie J. Bailey

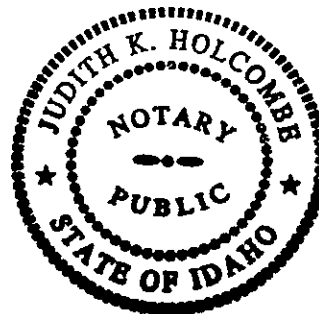
"Second Party"

Chris Thomas
Chris Thomas

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On the 17th day of November, before me Judith K. Holcombe, a notary public, personally appeared LESLIE J. BAILEY and CHRIS THOMAS, known or identified to me to be the persons whose names were subscribed to the within instrument and acknowledged to me that they executed the same.

Notary Public: Judith K. Holcombe
Residing at: Boise, Idaho
My Commission expires: 8-18-2005



Judith Holcombe
FEE 6.00 DEPUTY *M. J. Jule*

WARRANTY DEED RESERVING LIFE ESTATE

101136986

2001 DE 26 AM 9:43
FOR VALUE RECEIVED, BRUCE A. HEALY, a married man dealing with his sole and separate property, the Grantor, does hereby grant, bargain, sell and convey unto LESLIE J. BAILEY and unmarried woman whose address is 8140 S. Cottonwood Hills, Sandy Hills, Utah 84094, and CHRIS THOMAS, a married man dealing with his sole and separate property, whose address is 2306 Cherry Lane, Boise, Idaho 83705, Grantees as tenants in common each of an undivided one half interest, all of Grantors' right, title and interest in real property located in Ada County, Idaho, more particularly described in Exhibit A hereto, and all improvements to and structures thereon, all mineral and water rights, and other beneficial rights and easements

RESERVING UNTO GRANTOR a life estate to occupy the premises as his personal residence for the remainder of his natural life, and terminating twelve months following his death at the election of his spouse if she chooses to occupy the premises for up to that period, or such earlier date as his spouse may elect to vacate the Premises. During the term of the life estate, Grantor (or his spouse if she continues occupancy) shall remain responsible for all utilities to and maintenance of the Premises, and for maintaining a fire/casualty insurance policy on the residential improvements, insuring Grantees as additional insured's as their interests may appear. Grantor shall be entitled to claim the homeowner's exemption for his personal occupancy, and Grantee shall reimburse Grantor for real property taxes exceeding such exemption.

TO HAVE AND TO HOLD the said Premises, with their appurtenances unto the said Grantees, their heirs, successors and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees that he is the owner in fee simple of said Premises hereby conveyed; that said Premises are free from all liens, claims and encumbrances except taxes, easements, assessments and matters of public record, and that he will warrant and defend the same from all other lawful claims whatsoever.

DATED this 17th of November, 2001.

Bruce A. Healy
BRUCE A. HEALY *his mark*

STATE OF IDAHO)
)ss.
COUNTY OF Ada)

On this 17th day of November in the year of 2001, before me Judith Holcombe, a notary public, personally appeared BRUCE A. HEALY known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same by placing his mark

Notary Public: *Judith Holcombe*
Residing at: Boise
My Commission expires: 6-18-2005

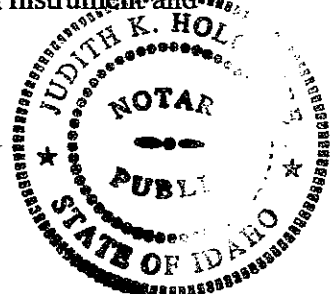
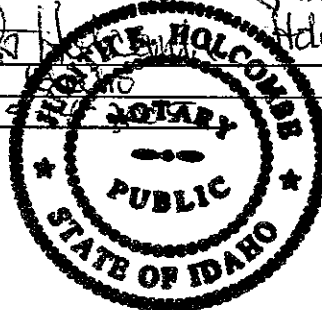


EXHIBIT A - Legal Description of Healy Property

THAT PORTION OF LOT 4, SECTION 13, TOWNSHIP 4 NORTH, RANGE 1 WEST, B.M., LYING WITHIN A TRACT OF LAND IN SECTION 13, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN, ADA COUNTY, IDAHO;

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 1 WEST AND RUNNING THENCE EAST 517 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION 13 A DISTANCE OF 3960 FEET, MORE OR LESS, TO THE NORTH BOUNDARY LINE OF LOT NUMBER 4 OF SAID SECTION 13; THENCE WESTERLY ALONG THE NORTH BOUNDARY OF SAID LOT TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH TO THE PLACE OF BEGINNING, MORE OR LESS; EXCEPT DITCH AND ROAD RIGHTS-OF-WAY.

ALSO EXCEPT ANY PORTION LYING WITHIN THE MEAN HIGHWATER LINE OF THE BOISE RIVER.

EXCEPTING THEREFROM

A TRACT OF LAND SITUATED IN A PORTION OF GOVT. LOT 4, IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP, MONUMENTING THE NORTHWEST CORNER OF SAID SECTION 13; THENCE
ALONG THE WESTERLY LINE OF SAID SECTION 13, SAID LINE ALSO BEING THE CENTERLINE OF LINDER ROAD, SOUTH 00 DEGREE 41' 01" WEST A DISTANCE OF 2,805.05 FEET TO A FOUND BRASS CAP, MONUMENTING THE WEST QUARTER CORNER OF SAID SECTION 13; THENCE
CONTINUING ALONG SAID WESTERLY LINE, NORTH 00 DEGREE 41' 01" EAST, A DISTANCE OF 35.00 FEET TO A POINT; THENCE
LEAVING SAID WESTERLY LINE, SOUTH 89 DEGREES 31' 56" EAST; A DISTANCE OF 33.00 FEET TO A SET PK NAIL AND WASHER ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID LINDER ROAD, SAID PK NAIL BEING THE POINT OF BEGINNING; THENCE
ALONG SAID RIGHT OF WAY, NORTH 00 DEGREE 41' 01" EAST, A DISTANCE OF 351.00 FEET TO A SET 5/8" STEEL PIN W/CAP; THENCE
LEAVING SAID RIGHT-OF-WAY, NORTH 87 DEGREES 15' 05", EAST, A DISTANCE OF 527.40 FEET TO A SET 5/8" STEEL PIN W/CAP; THENCE
SOUTH 00 DEGREE 41' 01" WEST, A DISTANCE OF 551.00 FEET TO A SET 5/8" STEEL PIN W/CAP ON THE NORTHERLY RIGHT-OF-WAY OF HATCHERY ROAD; THENCE
ALONG SAID RIGHT-OF-WAY, SOUTH 89 DEGREES 31' 56" WEST, A DISTANCE OF 484.00 FEET TO THE POINT OF BEGINNING.