

RECEIVED DE

OCT 14 2008

WATER RESOURCES
WESTERN 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)
PD 1p3-22259					

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) Robert C. Carrico and Clara M. Carrico
12142 Joplin Rd
Boise, ID 83714

4. New Owner/Claimant(s) Boise City - Public Works Dept
Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address P.O. Box 500

City, State and ZIP Code Boise, ID 83701-0500

New Telephone Number (208) 384-3900 Email: _____

5. Date you acquired the property

June 19, 2007

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)Nea L. AldenPublic Works Director

(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 JanhDate 10-14-08Receipt Amt. 25Receipted by JanhDate 10-14-08Receipt No. W036982Processed by Janh AJ

Date

WR JanhDate 10-15-08

RESOLUTION NO. 19652

BY THE COUNCIL:

BISTERFELDT, CLEGG, EBERLE, JORDAN,
SHEALY AND TIBBS

A RESOLUTION APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE ESTATE OF ROBERT CARRICO, THE ESTATE OF CLARA CARRICO, JESSE M. HARRIS AND MARY B. MURPHY, AS SELLERS, AND THE CITY OF BOISE CITY, BY AND THROUGH ITS DEPARTMENT OF PUBLIC WORKS, AS BUYER, FOR PROPERTY WHICH IS LOCATED IN BOISE, ADA COUNTY, IDAHO, AND COMMONLY KNOWN AS 12142 JOPLIN ROAD; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID AGREEMENT ON BEHALF OF BOISE CITY; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BOISE CITY, IDAHO:

Section 1. That the Real Estate Purchase and Sale Agreement, in the form attached hereto as Exhibit A and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

Section 2. That the Mayor and City Clerk be, and they hereby are, authorized to respectively execute and attest said Agreement for and on behalf of the City of Boise City.

Section 3. That the Mayor be, and he hereby is, authorized to execute all other documents necessary to close the Real Estate Purchase and Sale Agreement according to the terms set forth in the Agreement.

Section 4. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED by the Council of the City of Boise City, Idaho, this 19th day of June, 2007.

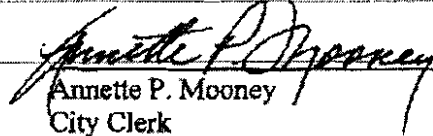
APPROVED by the Mayor of the City of Boise City, this 19th day of June, 2007.

APPROVED:

ATTEST:

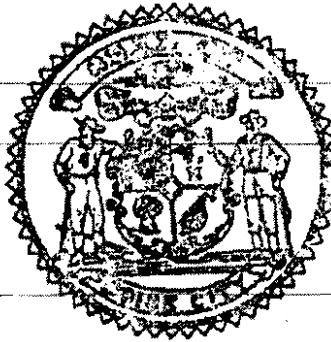


David H. Bieter
Mayor



Annette P. Mooney
City Clerk

(SEAL)



REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of this 23rd day of May, 2007, between the City of Boise, an Idaho municipal corporation, by and through its Department of Public Works ("Buyer"), and the Estate of Robert C. Carrico; the Estate of Clara M. Carrico; Mary B. Murphy, a married person dealing with her sole and separate property, and Jesse M. Harris, a married person dealing with his sole and separate property ("Sellers").

RECITALS

- A. Sellers are the owners of certain real property located in Boise, Ada County, Idaho, consisting of ± 105.04 acres ("the Property") in Ada County, Idaho, which property is contiguous to the West Boise Wastewater Treatment Plant owned by the City. The property is currently used as a farm and contains a residence. The Property is commonly known as approximately 12142 Joplin Road, Boise, Idaho 83714. The Property, consisting of three (3) separate parcels, is more specifically described in Exhibit A, attached hereto and incorporated herein by reference as if set forth in full.
- B. Buyer seeks to purchase and Seller wishes to sell the Property to Buyer under the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Seller agrees to sell and Buyer agrees to buy the Property together with the existing residential structure and other outbuildings and shall include all appurtenances to the Property, including all easement rights, mineral rights, water and water rights appurtenant to or used on the Property including, but not limited to, any right Seller may have to receive natural flow and/or stored water delivered through any spring, ditch, canal or water company's facilities, or under entitlements held by a third party for use on the Property, and all shares, certificates, and other documents evidencing such water rights are included in this sale to the extent they are appurtenant to the Property. The purchase and sale shall be completed at a closing (the "Closing") as provided in paragraph 5 below.

2. **Purchase Price.** The purchase price for the Property is Five Million Seven Hundred Fifty Thousand Dollars (\$5,750,000) (the "Purchase Price"), payable in full in cash at closing.

3. **Conditions to Closing.** The Closing of the Agreement shall be subject to the following conditions:

REAL ESTATE PURCHASE AND SALE AGREEMENT - 1

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07.doc\Documents\Carrico\Carrico P & S Agreement-Final-05-23-07.doc

a. **Environmental Issues with Respect to the Property.** Buyer shall, within thirty (30) days from the effective date of this Agreement ("Effective Date"), obtain a **Level I Environmental Assessment** for the Property, the cost of which shall be paid one-half (½) by each party. Should Buyer so elect, it shall have ten (10) days following the receipt of the results of such studies, tests or investigations to either waive this condition or approve the results of such studies, tests or investigations and a failure by Buyer to so notify the Seller in writing of any objection shall constitute a waiver of this condition as set forth below. Seller shall have thirty (30) days to cure any such objection. Seller shall, within fifteen (15) days from the Effective Date of this Agreement, deliver to the Buyer all written information in Seller's possession, or reasonably available to Seller, and provide the Buyer with such other information relating to the environmental condition of the Property Seller is conveying to Buyer. Within ten (10) days of the delivery of this information to Buyer, Buyer likewise either shall waive this condition or not object to such written information and a failure by Buyer to so notify the Seller in writing of any objection to such written information shall constitute a waiver of this condition as set forth below. Seller shall have thirty (30) days to cure any such objection. As used in this paragraph, the term "Environmental Condition" shall mean and include the presence of hazardous substances or materials of any kind or nature regulated under state or federal law as posing a hazard to occupation, use or health including, but not limited to hazardous chemicals, asbestos and underground hydrocarbon substances. Such studies shall include a Level I Environmental Assessment, and Seller may not fail to close under this condition in the event a Level I Environmental Assessment fails to show the presence of reasonably hazardous materials or produce results warranting a Level II Environmental Assessment to determine the presence or quantities of potentially hazardous materials.

b. The Buyer may, within thirty (30) days from the Effective Date of this Agreement, perform such soils tests, and other tests, studies and investigations as Buyer may elect to pursue including, but not limited to, a review of the zoning status of the Property and other land use controls applicable to the Property. Should Buyer so elect, it shall have ten (10) days following the receipt of the results of such studies, tests or investigations to either waive this condition or approve the results of such studies, tests or investigations and a failure by Buyer to so notify the Seller in writing of any objection to any such study, test or investigation shall constitute a waiver as set forth below. Seller shall have thirty (30) days to cure any such objection. Buyer shall determine that the parcel acquired is reasonably suitable for the purposes for which it is being obtained.

c. The Seller shall obtain at Seller's expense standard owner's title policy with respect to the Property from Title One, 1101 W. River Street, Boise, Idaho in the amount of the purchase price. The Buyer shall pay the cost of any additional title insurance and endorsement, including but not limited to, Owner's Extended Title Coverage, which such party chooses to purchase related to the parcels it seeks to purchase.

d. To the extent the Buyer desires to do so at its expense, the Buyer may obtain a survey of the Property, performed to such standards and requirements as the Buyer may elect. Such survey shall be deemed satisfactory unless it indicates that there

REAL ESTATE PURCHASE AND SALE AGREEMENT - 2

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are significant issues, shown by the survey that makes the property unsuitable for the use contemplated by the acquiring party.

e. The Seller is able to obtain at Closing, a title insurance policy in the form and with such endorsements as have been agreed upon by the Buyer, insuring marketable title in the parcel acquired subject only to such easements, encumbrances and restrictions as are typically shown in the policy of title insurance issued, and such matters as have been approved under paragraph (c) above.

f. The Buyer acknowledges that the Property is unimproved, excepting a single residential building, and the Buyer takes the risk of fire or other casualty loss to the Property so that casualty after the date of the date of this Agreement and prior to Closing shall not be grounds for terminating this Agreement.

g. Each of the foregoing conditions shall be deemed waived unless the party entitled to terminate the agreement provides written notice as provided in 3.a. and b. above to the addresses provided in this Agreement under "Notices" that such condition has failed, and that such party elects not to proceed with the transaction. Each party shall pay the expenses it incurs in meeting the foregoing conditions and shall proceed diligently and in good faith to attempt to see that each of the foregoing conditions is satisfied.

The "Effective Date" of this Agreement shall be the date that this Agreement is fully executed.

5. **Closing.** Closing shall be a date not more than sixty (60) days from the date of the execution of this Agreement unless closing shall be extended by Buyer and Seller to address conditions to closing set forth in paragraph 3.a. or b. above. Closing shall occur at the offices of Title One, 1101 W. River Street, Boise, Idaho ("Escrow Holder") under the following terms and conditions:

a. Title shall be conveyed by Warranty Deed, in the form attached hereto as Exhibit B, free and clear of all matters except easements, encumbrances and exceptions of record, and matters approved under paragraph 3 above.

b. Taxes, utilities (if any), assessments and other charges typically prorated in Ada County, Idaho shall be prorated as of the date of Closing. Seller shall pay the costs of a Standard Owner's title insurance policy that is provided to Buyer. Each party shall pay the brokerage fees, if any, incurred by such party in cash at Closing or at such other time as is acceptable to the broker employed by such party.

c. Possession shall pass to the Buyer as of Closing and shall be delivered free and clear of all tenancies, occupancies or rights thereto; provided, however, Seller shall have the right to select and remove two (2) storage sheds and any other items of personal property, excluding therefrom any fixtures, from the Property, including from the residential structure, and provided further that the removal of all items of personal property shall be complete within sixty (60) days of Closing.

REAL ESTATE PURCHASE AND SALE AGREEMENT - 3

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6. **Approval by Governmental Officials.** The Seller and Buyer acknowledge that this Agreement, even though agreed upon by the Buyer's representatives, is not binding upon Buyer until such time as the Boise City Council approves this Agreement and authorizes the Mayor to execute this Agreement on behalf of Buyer.

7. **Default.** In the event of the default by either party, such party shall give the other ten (10) days' written notice at the addresses set forth in paragraph 8 below. Unless the defaulting party cures such default within such time, the non-defaulting party may pursue any remedies available at law or in equity. The parties specifically intend and agree that this Agreement be specifically enforced. Jurisdiction of any action shall be in the District Court of Ada County, Idaho.

8. **Notices.** The parties' addresses for all notices set forth in this Agreement are:

BUYER: City of Boise
Attention: Public Works Director
Post Office Box 500
150 North Capitol Boulevard
Boise, Idaho 83701

SELLER: Kenneth L. Mallea
Mallea Law Offices
Post Office Box 857
Meridian, Idaho 83680

9. **Attorneys Fees.** In the event either party is required to initiate or defend litigation with respect to the terms of this Agreement or the properties described herein, the prevailing party of any such litigation shall be entitled to attorney's fees and court costs, including fees and costs on any appeal, in addition to any other relief. The parties specifically intend that this provision prevail and control over any other laws specifically dealing with the obligations of municipal or governmental entities of the State of Idaho to pay attorney's fees.

10. **No Prior Agreement.** This Agreement constitutes the entire agreement between the parties and no warranties, including any warranty of habitability, agreements or representations have been made or shall be binding upon either party unless set forth herein. The Buyer accepts the Property is acquiring strictly "as is" and without warranties, either express or implied, except as contained in this Agreement. Any warranties contained in this Agreement shall survive Closing.

11. **Agency Disclosure: Representation Confirmation and Acknowledgement of Disclosure.** Any brokerage commissions associated with these

REAL ESTATE PURCHASE AND SALE AGREEMENT - 4

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~~transactions shall be paid by the party incurring the obligation to pay a commission and the incurring party shall indemnify, defend, and hold harmless the other party from any and all liability, claims, damages, expenses (including attorney fees and reasonable attorney fees on appeal), judgments, proceedings, and causes of action of any kind whatsoever arising out of the claims of any person for any such commissions.~~

12. Time is of the Essence in this Agreement. Each party has been represented by legal counsel in drafting and negotiating this Agreement and this Agreement shall not be construed in favor of either party.

13. Counterparts. This Agreement may be executed in two (2) counterparts and each counterpart shall be deemed an original and all of which shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties have executed and attest to this Agreement as of the date first above written.

FOR BUYER:

David H. Bieter
Mayor

ATTEST:

Annette P. Mooney
City Clerk

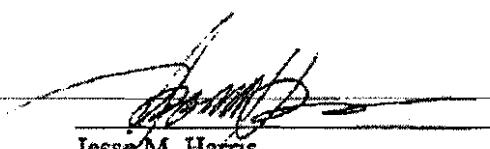
FOR SELLERS:

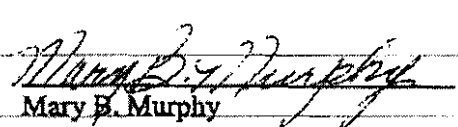
Mitzi Hockley
The Estate of Robert Carrico
By: *Mitzi Hockley*
Personal Representative

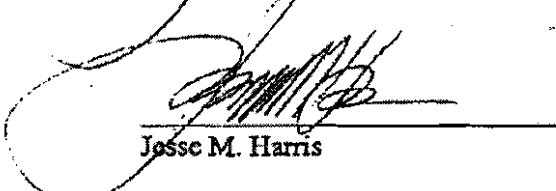
Mitzi Hockley
The Estate of Clara Carrico
By: *Mitzi Hockley*
Personal Representative

REAL ESTATE PURCHASE AND SALE AGREEMENT - 5

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Jesse M. Harris


Mary B. Murphy


Jesse M. Harris

COPY

REAL ESTATE PURCHASE AND SALE AGREEMENT - 6

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TITLEONE CORPORATION

Authorized agent for:

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment Number: A0662208 ST/CL

SCHEDULE C

PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Parcel 1:

That portion of the East Half of the Southeast Quarter of Section 21 lying North of the Thurman Mill Canal, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho.

Parcel 2:

All that portion of the Southeast Quarter of the Southeast Quarter of Section 21, Township 4 North of Range 1 East of Boise Meridian, Ada County, Idaho, lying South of the Thurman Mill ditch, except those portions thereof described as follows:

(A.) Commencing at the Southeast Corner of Section 21, Township 4 North of Range 1 East of the Boise Meridian; thence West along the Section line between Sections 21 and 28, 12 rods to a point; thence North 1-1/2 rods to a point; which point is the PLACE OF BEGINNING; thence North 15 rods; thence in a Westerly direction 25 rods to a point, which point is 12-1/2 rods North of the Section line between Sections 21 and 28, in Township 4 North of Range 1 East of the Boise Meridian; thence South 11 rods to a point; thence East 25 rods, parallel with the Section line between Sections 21 and 28 in said Township and Range to the PLACE OF BEGINNING;

(B.) Commencing at the Southwest Corner of the Southeast Quarter of the Southeast Quarter of Section 21, Township 4 North, Range 1 East of the Boise Meridian, the PLACE OF BEGINNING; thence East parallel with South line of said section to Southwest Corner of Joplin Cemetery; thence North 247 feet to Northwest Corner of said Cemetery; thence Northeast Corner of said cemetery; thence North 88 feet to a point; thence in a Southwesterly direction, (a straight line), 1182 feet to a point the West line of said Southeast Quarter of Southeast Quarter of said Section; thence South 134 feet to the PLACE OF BEGINNING. Area three acres more or less. All being a part of the Southeast Quarter of the Southeast Quarter of Section 21, Township 4 North, Range 1 East, of Boise Meridian;

(C.) That portion of the following described parcel which lies within the Southeast Quarter of the Southeast Quarter of said Section 21.

Commencing at the Southwest Corner of the Southwest Quarter of the Southwest Quarter of Section 22 in Township 4 North of Range 1 East of the Boise Meridian; thence East on the Section line 78 rods to a point; thence North 9-1/2 rods to a point; thence in a Northwesterly direction along the bluff, following the meanderings thereof 86 rods to a point in said Section 21, thence in a Southeasterly direction 25 rods and 13 feet to the

ALTA Commitment
Schedule C

(A0662208.PFD/A0662208/15)

TITLEONE CORPORATION

Authorized agent for:

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment Number: A0662208 ST/CL

SCHEDULE C
(Continued)

PLACE OF BEGINNING.

(D.) Except Joplin Cemetery.

(E.) Except W. Joplin Road.

(F.) Except that portion Deeded to State of Idaho, Idaho Transportation Department, recorded in various Deeds, recorded August 3, 2006, as Instrument Nos. 105107546, 105107548, 105107547, 105107548 and 105107549 records of Ada County, Idaho.

Parcel 3:

All that portion of the Southwest Quarter of the Southwest Quarter of Section 22 in Township 4 North of Range 1 East of the Boise Meridian, Ada County, Idaho, except those portions thereof described as follows:

That portion of the following described parcel which lies within the Southwest Quarter Southwest Quarter of said Section 22:

Commencing at the Southwest corner of the Southwest Quarter of the Southwest Quarter of Section 22 in Township 4 North of Range 1 East of the Boise Meridian; thence East on the Section line 78 rods to a point; thence North 9-1/2 rods to a point; thence in a Northwesterly direction along the bluff, following the meanderings thereof 88 rods to a point in Section 21, Township 4 North of Range 1 East of the Boise Meridian; thence in a Southeasterly direction 25 rods and 13 feet to the PLACE OF BEGINNING;

Commencing at a point 80 rods East from the Southwest Section corner of Section 22 in Township 4 North of Range 1 East of the Boise Meridian; thence in a Northerly direction 80 rods to the Northeast corner of the Southwest Quarter of the Southwest Quarter of Section 22, in Township 4 North of Range 1 East of the Boise Meridian; thence in a Westerly direction 4 rods; thence in a Southerly direction 80 rods; thence Easterly 4 rods to the PLACE OF BEGINNING, the same being a strip of land 4 rods wide and 80 rods long off the East side of the Southwest Quarter of the Southwest Quarter of Section 22, in Township 4 North of Range 1 East of Boise Meridian, in Ada County, Idaho;

Except Warranty Deed #882197 as recorded in Ada County recorders office.

ALTA Commitment
Schedule C

(A0662208.PFD/A0662208/18)

185

4

A0662208 ST



ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 07/16/07 04:39 PM
DEPUTY Bonnie Oberbiller
RECORDED - REQUEST OF
Title One

AMOUNT 12.00

4



107102101

Order No.: A0662208

WARRANTY DEED

For Value Received,

Mary Belle Murphy, a married woman as her sole and separate property, and Jesse M. Harris, a married man as his sole and separate property, the Grantor, does hereby grant, bargain sell and convey unto, The City of Boise, an Idaho municipal corporation, whose current address is 150 North Capitol Boulevard, Boise, ID 83701, the Grantee, the following described premises, in Ada County, Idaho, To Wit:

Parcel 1:

That portion of the East Half of the Southeast Quarter of Section 21 lying North of the Thurman Mill Canal, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho.

Parcel 2:

All that portion of the Southeast Quarter of the Southeast Quarter of Section 21, Township 4 North of Range 1 East of Boise Meridian, Ada County, Idaho, lying South of the Thurman Mill ditch, except those portions thereof described as follows:

(A.) Commencing at the Southeast Corner of Section 21, Township 4 North of Range 1 East of the Boise Meridian; thence

West along the Section line between Sections 21 and 28, 12 rods to a point; thence North 1-1/2 rods to a point; which point is the PLACE OF BEGINNING; thence North 15 rods; thence in a Westerly direction 25 rods to a point, which point is 12-1/2 rods North of the Section line between Sections 21 and 28, in Township 4 North of Range 1 East of the Boise Meridian; thence

South 11 rods to a point; thence

East 25 rods, parallel with the Section line between Sections 21 and 28 in said Township and Range to the PLACE OF BEGINNING;

(B.) Commencing at the Southwest Corner of the Southeast Quarter of the Southeast Quarter of Section 21, Township 4 North, Range 1 East of the Boise Meridian, the PLACE OF BEGINNING; thence

East parallel with South line of said section to Southwest Corner of Joplin Cemetery; thence
North 247 feet to Northwest Corner of said Cemetery; thence
East to Northeast Corner of said cemetery; thence
North 98 feet to a point; thence in a Southwesterly direction, (a straight line), 1182 feet to a point the West line of said Southeast Quarter of Southeast Quarter of said Section; thence
South 134 feet to the PLACE OF BEGINNING. Area three acres more or less. All being a part of the Southeast Quarter of the Southeast Quarter of Section 21, Township 4 North, Range 1 East, of Boise Meridian;

(C.) That portion of the following described parcel which lies within the Southeast Quarter of the Southeast Quarter of said Section 21.

Commencing at the Southwest Corner of the Southwest Quarter of the Southwest Quarter of Section 22 in Township 4 North of Range 1 East of the Boise Meridian; thence
East on the Section line 76 rods to a point; thence
North 9-1/2 rods to a point; thence in a Northwesterly direction along the bluff, following the meanderings thereof 86 rods to a point in said Section 21; thence in a Southeasterly direction 25 rods and 13 feet to the PLACE OF BEGINNING.

(D.) Except Joplin Cemetery.

(E.) Except W. Joplin Road.

(F.) Except that portion Deeded to State of Idaho, Idaho Transportation Department, recorded in various Deeds, recorded August 3, 2005, as Instrument Nos. 105107545, 105107546, 105107547, 105107548 and 105107549 records of Ada County, Idaho.

Parcel 3:

All that portion of the Southwest Quarter of the Southwest Quarter of Section 22 in Township 4 North of Range 1 East of the Boise Meridian, Ada County, Idaho, except those portions thereof described as follows:

That portion of the following described parcel which lies within, the Southwest Quarter Southwest Quarter of said Section 22:

Commencing at the Southwest corner of the Southwest Quarter of the Southwest Quarter of Section 22 in Township 4 North of Range 1 East of the Boise Meridian; thence
East on the Section line 76 rods to a point; thence
North 9-1/2 rods to a point; thence in a Northwesterly direction along the bluff, following the meanderings thereof 86 rods to a point in Section 21, Township 4 North of Range 1 East of the Boise Meridian; thence in a Southeasterly direction 25 rods and 13 feet to the PLACE OF BEGINNING;

Commencing at a point 80 rods East from the Southwest Section corner of Section 22 in Township 4 North of Range 1 East of the Boise Meridian; thence in a Northerly direction 80 rods to the Northeast corner of the Southwest Quarter of the Southwest Quarter of Section 22, in Township 4 North of Range 1 East of the Boise Meridian; thence in a Westerly direction 4 rods; thence in a Southerly direction 80 rods; thence Easterly 4 rods to the PLACE OF BEGINNING, the same being a strip of land 4 rods wide and 80 rods long off the East side of the Southwest Quarter of the Southwest Quarter of Section 22, in Township 4 North of Range 1 East of Boise Meridian, in Ada County, Idaho;

Except Warranty Deed #882197 as recorded in Ada County recorders office.

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: July 18, 2007

Mary Belle Murphy
Mary Belle Murphy

Jesse M. Harris
Jesse M. Harris

State of Idaho)
) ss:
County of Ada)

On this 18th day of July, 2007, before me, the undersigned a Notary Public in and for said state personally appeared Mary Belle Murphy, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have set my hand and official seal on the date shown above.

Clayton D. Freeman
Notary Public

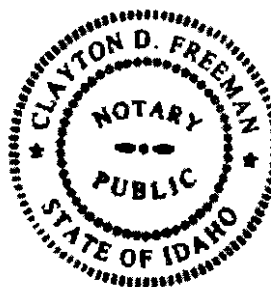
Commission Expires: _____

Clayton Freeman
Residing: Boise, ID

State of Idaho Commission Expires: 5/23/09

) ss:

County of Ada)



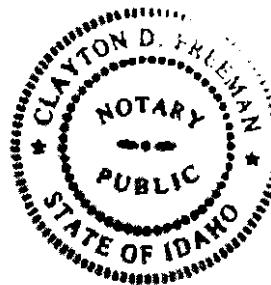
On this 18th day of July, 2007, before me, the undersigned a Notary Public in and for said state personally appeared Jesse M. Harris, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have set my hand and official seal on the date shown above.

Clayton D. Freeman
Notary Public

Commission Expires: _____

Clayton Freeman
Residing: Boise, ID
Commission Expires: 5/23/09



Boise City Public Works Department
12142 Joplin Road
Boise, ID



Legend

- Well on property
- ▨ Property - 12142 Joplin Road
- - - Sections



0 500 1,000 2,000 Feet