



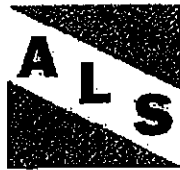
Unlimited Boundaries, Inc. dba ALS
Land Surveying & Civil Engineering
 1103 W. Main St.
 Middleton, Idaho 83644
 208-585-5858 • 208-585-9001 Fax

REVISED APRIL 20, 2006

M3Companies 5139-03

ADA COUNTY ASSESSORS PARCEL NUMBERS, RECORDED DEED INSTRUMENT NUMBERS AND GRANTOR LISTINGS

	Assessor Parcel Number	Instrument Number	Grantor
SECTION 33, T.5N., R.1E	S0333120700	106038607	Jay Richard & Kimberly Ann Green
	S0333110061	106038607	Jay Richard & Kimberly Ann Green
SECTION 19, T.5N., R.1E	S0219110000	106036548	Colin McLeod III
	S0219220000	106036548	Colin McLeod III
	S0219400000	106036548	Colin McLeod III
	S0219140000	106036548	Colin McLeod III
SECTION 20, T.5N., R.1E	S0220230000	106036548	Colin McLeod III
SECTION 7, T.5N., R.1E	S0207330000	106036548	Colin McLeod III
SW 1/4 SW 1/4			
SECTION 17, T.5N., R.1E	S0217330000	106036548	Colin McLeod III
SW 1/4 SW 1/4			
SECTION 18, T.5N., R.1E	S0218120000	106036548	Colin McLeod III
GOVERNMENT LOT 1	S0218221000	106036548	Colin McLeod III
GOVERNMENT LOT 2	S0218230000	106036548	Colin McLeod III
	S0218131000	106036548	Colin McLeod III
	S0218341000	106036548	Colin McLeod III
	S0218140000	106036548	Colin McLeod III
SECTION 10, T.5N., R.1W	S0310410000	106036548	Colin McLeod III
E1/2 SE1/4			
SECTION 11, T.5N., R.1W	S0311130000	106036548	Colin McLeod III
SECTION 12, T.5N., R.1W	S0322110000	106036548	Colin McLeod III
SECTION 13, T.5N., R.1W	S0313120000	106036548	Colin McLeod III
	S0313110000	106036548	Colin McLeod III
SECTION 14, T.5N., R.1W	S0314110000	106036548	Colin McLeod III
	S0314130000	106036548	Colin McLeod III
SECTION 15, T.5N., R.1W	S0315110000	106036548	Colin McLeod III
SECTION 22, T.5N., R.1W	S0322141800	106036548	Colin McLeod III



Unlimited Boundaries, Inc. dba ALS
Land Surveying & Civil Engineering
 1103 W. Main St.
 Middleton, Idaho 83644
 208-585-5858 • 208-585-9001 Fax

REVISED APRIL 20, 2006

M3Companies 5139-03

ADA COUNTY ASSESSORS PARCEL NUMBERS, RECORDED DEED INSTRUMENT NUMBERS AND GRANTOR LISTINGS

	Assessor Parcel Number	Instrument Number	Grantor
SECTION 23, T.5N., R.1W	S0323110015	106036548	Colin McLeod III
	S0323336000	106036548	Colin McLeod III
	S0323120800	106036548	Colin McLeod III
SECTION 24, T.5N., R.1W	S0324130000	106036548	Colin McLeod III
SECTION 26, T.5N., R.1W	S0326220000	106036548	Colin McLeod III
NW 1/4 NW 1/4			
SECTION 27, T.5N., R.1W	S0327110000	106036548	Colin McLeod III
NE 1/4 NE 1/4			
SECTION 8, T.5N., R.1E	S0208340000	105166717	Highland Livestock & Land Company Limited
PARCEL 1			
SECTION 17, T.5N., R.1E	S0217330000	105166717	Highland Livestock & Land Company Limited
SECTION 20, T.5N., R.1E	S0220110500	105166717	Highland Livestock & Land Company Limited
PARCEL 5	S0220212400		
	S0217330000		
SECTION 8, T.5N., R.1W	S0314325400	106008264	Little Enterprises Limited Partnership
W1/2 SW1/4	S0315330000		
PARCEL 8			
SECTION 15, T.5N., R.1W	S0315330000	106008264	Little Enterprises Limited Partnership
PARCEL 9			
SECTIONS 21 & 28	S0321430000	106008264	Little Enterprises Limited Partnership
T.5N., R.1W	S0328120000		
PARCEL 10			
SECTION 22, NE1/4 NE1/4	S0322110000	106008264	Little Enterprises Limited Partnership
T.5N., R.1W			
PARCEL 11			
SECTION 23, N 1/2 NW1/4	S032713000	106008264	Little Enterprises Limited Partnership
T.5N., R.1W			



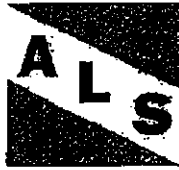
Unlimited Boundaries, Inc. dba ALS
Land Surveying & Civil Engineering
 1103 W. Main St.
 Middleton, Idaho 83644
 208-585-5858 • 208-585-9001 Fax

REVISED APRIL 20, 2006

M3Companes 5139-03

ADA COUNTY ASSESSORS PARCEL NUMBERS, RECORDED DEED INSTRUMENT NUMBERS AND GRANTOR LISTINGS

	Assessor Parcel Number	Instrument Number	Grantor
PARCEL 12			
SECTION 27, T.5N., R.1W.,	S032713000	106008264	Little Enterprises Limited Partnership
PARCEL 13			
SECTION 21, T.5N., R.1W.,	S0333120710	106008264	Little Enterprises Limited Partnership
PARCEL 1, CELL TOWER SITE			
SECTION 21, T.5N., R.1E.,	S0221110000	105108186	Highland Livestock & Land Company Limited
NORTH 1/2			
PARCEL 6			
SECTION 22, T.5N., R.1E.,	S022222000	105108186	Highland Livestock & Land Company Limited
NW 1/4 NW 1/4			
PARCEL 7			
SECTIONS 28 & 33	R3314130300	105106118	Randy L. & Cindy L. Gwynn
T.5N., R.1W.,			
LOT 3, BLOCK 1			
GULCH RANCH ESTATES			
SECTIONS 28 & 33	R3314130400	105106115	John W. & Betty L. Moody
T.5N., R.1W.,			
LOT 4, BLOCK 1			
GULCH RANCH ESTATES			
SECTION 15, T.5N., R.1W.,	S0215300000	105108185	Little Enterprises Limited Partnership
SW 1/4			
PARCEL 3			
SECTION 12, T.5N., R.1W.,	S0312330000	105106197	Keith J. Larson, Sterling Larson, John Rosemurgy,
SW 1/4 SW 1/4		105132319	& David E. Hollingsworth
SECTION 13, T.5N., R.1W.,	S0313210000	105106197	Keith J. Larson, Sterling Larson, John Rosemurgy,
		105132319	& David E. Hollingsworth
SECTION 24, T.5N., R.1W.,	S03124110000	105106197	Keith J. Larson, Sterling Larson, John Rosemurgy,



Unlimited Boundaries, Inc. dba ALS
Land Surveying & Civil Engineering
 1103 W. Main St.
 Middleton, Idaho 83644
 208-585-5858 • 208-585-9001 Fax

REVISED APRIL 20, 2006

M3Companies 5139-03

ADA COUNTY ASSESSORS PARCEL NUMBERS, RECORDED DEED INSTRUMENT NUMBERS AND GRANTOR LISTINGS

	Assessor Parcel Number	Instrument Number	Grantor
NORTH 1/2		105132319	& David E. Hollingsworth
SECTION 18, T.5N., R.1W., GOVERNMENT LOTS 3 & 4	S0218320000	105106197	Keith J. Larson, Sterling Larson, John Rosemurgy,
		105132319	& David E. Hollingsworth
SECTION 28, T.5N., R.1W., PARCEL II	S0328449200	105114739	M & H Development LLC.,
SECTIONS 28 & 33 T.5N., R.1W., PARCEL III	R4985520028	106006302	M & H Development LLC.,



A Pioneer Company
PIONEER TITLE COMPANY
 OF ADA COUNTY

8151 W. Riferman Ave. / Boise, Idaho 83704
 (208) 377-2700

26/675
 sum/HH

ADA COUNTY RECORDER J. DAVID NAVARRO
 BOISE IDAHO 83713706 02:44 PM
 DEPUTY Gail Garret
 RECORDED-REQUEST OF
 Pioneer

AMOUNT 12.00 4



WARRANTY DEED

For Value Received Jay Richard Green and Kimberly Ann Green, husband and wife

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

AR Boise, LLC, a Texas limited liability company

hereinafter referred to as Grantee, whose current address is 110 East Gurley #200, Prescott, AZ 86301

the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

together with (i) all improvements owned by Grantor and located thereon, (ii) all rights, privileges, easements and appurtenances owned by Grantor appertaining to the premises, (iii) all water rights appurtenant to said premises, including without limitation all rights in and to their 1.33 shares in the Farmers Union Ditch Company and Water Right 63-20181, and (iv) all right, title and interest of Grantor (if any) in, to and under adjoining streets, rights of way and easements.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his 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 said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: Nov 10, 2006

Jay Richard Green

Kimberly Ann Green

STATE OF Idaho)
) SS.
County of Ada)

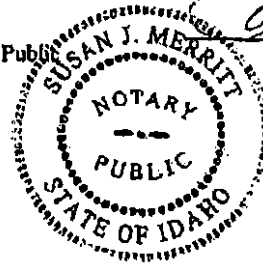
The foregoing instrument was acknowledged before me this 10th day of April, 2006 by Jay Richard Green and Kimberly Ann Green personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

Witness my hand and official seal.

My Commission Expires: _____

RESIDING AT: CALDWELL, ID
MY COMMISSION EXPIRES 06-05-2011

Notary Public



Susan J. Merritt

Schedule A

COMMITMENT



Order No. 261675

EXHIBIT A

This parcel lies in the NE ¼ of Section 33, Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho, and is more particularly described as follows:

COMMENCING at the Northwest corner of said NE ¼;

Thence South 00°28'17" East (formerly South 00°09'45" East) along the Westerly boundary of said NE ¼, 901.53 feet;

Thence South 89°01'44" East (formerly South 89°39'47" East), 51.06 feet to a point on the Easterly right-of-way boundary for Idaho State Highway 16 and to the TRUE POINT OF BEGINNING;

Thence continuing South 89°01'44" East, 1441.80 feet (formerly South 89°39'47" East, 1441.98 feet) to a point on the boundary of Equest Subdivision (vacated) as shown on the plat thereof (Book 53, Page 4606, Office of the Recorder for Ada County, Idaho);

Thence traversing said boundary as follows:

South 67°11'38" West (formerly South 66°33'35" West), 254.57 feet;

South 52°16'06" West (formerly South 51°38'03" West), 535.08 feet;

South 38°40'25" West (formerly South 38°02'22" West), 715.30 feet;

South 21°05'40" West (formerly South 20°27'37" West), 84.42 feet;

Thence North 88°57'16" West, 182.70 feet (formerly North 89°35'19" West, 181.78 feet) to a point on the Easterly right-of-way boundary for Idaho State Highway 16;

Thence along said right-of-way, 283.91 feet along the arc of a non-tangent curve to the right, having a radius of 1859.86 feet, a central angle of 08°44'47", and being subtended by a chord, which bears North 13°10'12" West, 283.63 feet;

Thence 355.29 feet along the arc of a spiral to the right, having a radius of 1897.44 feet, a central angle of 05°21'51", and being subtended by a chord, which bears North 05°11'06" West, 355.15 feet;

Thence North 03°23'50" West, 455.37 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING at the Northwest corner of said NE ¼;

Thence South 00°28'17" East (formerly South 00°09'45" East) along the Westerly boundary of said NE ¼, 901.53 feet;

Thence, continuing South 00°28'17" East (formerly South 00°09'45" East) along the Westerly boundary of said NE ¼, 685.21 feet to a point on the Westerly right-of-way boundary for Idaho State Highway 16 and to the TRUE POINT OF BEGINNING;

Thence along said right-of-way, 140.48 feet along the arc of a spiral to the left, having a radius of 1922.44 feet, a theta angle of 00°35'55", and being subtended by a chord, which bears South 07°00'48" East, 140.46 feet;

Thence 49.72 feet along the arc of a curve to the left, having a radius of 1959.86 feet, a central angle of 01°27'13", and being subtended by a chord, which bears South 09°31'34" East, 49.72 feet;

3539

ALTA Commitment Form

Schedule A
COMMITMENT



Order No. 261675

Thence 212.24 feet along the arc of a curve to the left, having a radius of 1178.92 feet, a central angle of $10^{\circ}18'58''$, and being subtended by a chord, which bears South $08^{\circ}49'15''$ East, 211.95 feet;

Thence leaving said right-of-way, North $88^{\circ}57'16''$ West 61.16 feet to the Westerly boundary of said NE $\frac{1}{4}$;

Thence along the Westerly boundary of said NE $\frac{1}{4}$, North $00^{\circ}28'17''$ East, 396.79 feet to the TRUE POINT OF BEGINNING.

DEED IS BEING RE-RECORDED FOR
CORRECTION OF GRANTEE'S MAILING ADDRESS
AND AMENDMENT TO LEGAL DESCRIPTION.

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 03/09/06 11:41 AM
DEPUTY Vicki Allen
RECORDED--REQUEST OF
Pioneer

AMOUNT 45.00
18.00
6
106036548



Re-record

WHEN RECORDED RETURN TO:

William I. Brownlee
c/o The M3 Companies, L.L.C.
110 East Gurley Street
Suite 200
Prescott, AZ 86301

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 01/24/06 04:47 PM
DEPUTY Neava Haney
RECORDED--REQUEST OF
Pioneer

AMOUNT 15.00 5
106012220

255123A

SPECIAL WARRANTY DEED

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COLIN MCLEOD, III, as to his vested portion as described on Exhibit "A" attached hereto and incorporated herein by this reference, and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, as Trustee of the Dual Beneficiary Trust created pursuant to the Subdivision Trust Agreement dated October 8, 2003, as amended, as to its vested portion as described on Exhibit "A", (collectively "Grantors"), hereby grant, sell and convey to PIONEER TITLE COMPANY OF ADA COUNTY, an Idaho corporation, as Trustee under Trust No. 255123 ("Grantee"), the real property located in Ada County, Idaho and described on Exhibit "A" (the "Land"), together with (i) all buildings, structures and improvements located on the Land, including, without limitation, all irrigation ditches, gates, valves, pumps, tanks, and wells not previously reserved by or conveyed to others; (ii) all appurtenances, hereditaments, interests, privileges, easements, rights-of-way, reversions, remainders, development rights, well rights, water rights, and air rights (including any grandfathered groundwater or other groundwater or surface water rights) appurtenant to the Land not previously reserved by or conveyed to others, including, without limitation, all irrigation ditches, gates, valves, pumps, tanks, and wells, if any; (iii) all oil, gas, and mineral rights relating to the Land not previously reserved; (iv) any rights of Grantors to any adjoining strips or gores of property and any land lying within the bed of any adjoining street, highway, or waterway; and (v) any other rights or privileges appurtenant to the Land or used in connection therewith together with all improvements, structures and fixtures located on the Land.

Subject to current taxes and other assessments not yet delinquent; reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, reservations, declarations, obligations, liabilities and other matters as may appear of record, each Grantor warrants title to its respective vested portion of the Land as against the acts of such Grantor and none other, subject to the matters described above.

GRANTORS:

DATED as of the 23rd day of January, 2006.

COLIN MCLEOD, III

Grantee's Mailing Address: Pioneer Title Company of Ada County as Trustee, Trust No. 255123
c/o William I. Brownlee
c/o The M3 Companies, L.L.C.
110 East Courley Street, Suite 200
Prescott, AZ 86301

Original Option Property

The Northeast quarter;
The East half of the Northwest quarter;
Government Lots 1 and 2;
The Southeast quarter;
All in Section 19, Township 5 North, Range 1 East of Boise Meridian, in Ada County, Idaho.

The Southwest quarter of the Northwest quarter;
The West half of the Southwest quarter;
All in Section 20, Township 5 North, Range 1 East of Boise Meridian, in Ada County, Idaho.

Government Lot 4;

That portion of the Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 7, lying Southwesterly of the centerline of Willow Creek Road, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 7; thence N89°26'13"E, 976.19 feet to the Southwest corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ and the POINT OF BEGINNING;

Thence, along the West line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$, N01°37'53"E, 1315.55 feet to the Northwest corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence, along the North line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$, N89°27'42"E, 322.23 feet to point on said centerline;

Thence, along said centerline, S17°08'49"E, 211.69 feet;

Thence, S21°38'20"E, 468.10 feet to a curve;

Thence, along the arc of said curve to the right, having a radius of 365.00 feet, a central angle of 26°42'14", and being subtended by a chord, which bears S08°17'13"E, 168.58 feet;

Thence, S05°03'53"W, 109.20 feet to a curve;

Thence, along the arc of said curve to the left, having a radius of 310.00 feet, a central angle of 35°10'52", and being subtended by a chord, which bears S12°31'32"E, 187.37 feet;

Thence, S30°06'58"E, 168.08 feet;

Thence, S34°03'01"E, 83.37 feet to the South line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence, S89°26'13"W, 781.04 feet to the POINT OF BEGINNING;

All in Section 7, Township 5 North, Range 1 East of Boise Meridian, in Ada County, Idaho.

That portion of the Northwest quarter of the Southwest quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 17 lying Southwesterly of the centerline of Willow Creek Road, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 17; thence, along the West line of said Section 17, N00°16'27"E, 1314.67 feet to the POINT OF BEGINNING;

Thence, along the South line of said (NW $\frac{1}{4}$ SW $\frac{1}{4}$), N89°57'12"E, 204.11 feet to a point on said centerline;

Thence, along said centerline, N37°36'51"W, 332.36 feet to the said West line;

Thence, S00°16'27"W, 263.44 feet to the POINT OF BEGINNING;

All in Section 17, Township 5 North, Range 1 East of Boise Meridian, in Ada County, Idaho.

Government Lots 1 and 2;
The East half of the Southwest quarter;
The Southeast quarter of the Northwest quarter;
The West half of the Southeast quarter;
The Southeast quarter of the Southeast quarter;
That portion of the Northwest quarter of the Northeast quarter (NW¼NE¼) and that portion of the South half of the Northeast quarter (S½NE¼) and that portion of the Northeast quarter of the Northwest quarter (NE¼NW¼) and that portion of the Northeast quarter of the Southeast quarter (NE¼SE¼), all lying Southwesterly of the centerline of Willow Creek Road, more particularly described as follows:
COMMENCING at the Northwest corner of said Section 18; thence, along the North line of said Section 18, N89°26'13"E, 976.19 feet to the Northwest corner of said (NE¼NW¼) and the POINT OF BEGINNING;
Thence, continuing along said North line, N89°26'13"E, 781.04 feet to said centerline of Willow Creek Road;
Thence, along said centerline S34°03'01"E, 215.25 feet;
Thence, S10°42'30"E, 414.87 feet to a curve;
Thence, along the arc of said curve to the left, having a radius of 225.00 feet, a central angle of 56°12'00", and being subtended by a chord, which bears S38°48'30"E, 211.96 feet;
Thence, S66°54'30"E, 1186.00 feet to a curve;
Thence, along the arc of said curve to the right, having a radius of 1000.00 feet, a central angle of 13°57'43", and being subtended by a chord, which bears S59°55'39"E, 243.08 feet;
Thence, S52°56'47"E, 351.88 feet to a curve;
Thence, along the arc of said curve to the right, having a radius of 635.00 feet, a central angle of 19°19'45", and being subtended by a chord, which bears S44°01'28"E, 213.21 feet;
Thence, S34°21'35"E, 166.76 feet to a curve;
Thence, along the arc of said curve to the right, having a radius of 480.00 feet, a central angle of 24°30'13", and being subtended by a chord, which bears S24°11'03"E, 203.72 feet;
Thence, S11°55'56"E, 513.68 feet to a curve;
Thence, along the arc of said curve to the left, having a radius of 395.00 feet, a central angle of 25°40'56", and being subtended by a chord, which bears S24°46'24"E, 175.58 feet;
Thence, S37°36'51"E, 1212.36 feet to the East line of said Section 18;
Thence, along said East line, S00°16'27"W, 263.44 feet to the Southeast corner of said (NE¼SE¼);
Thence, along South line of said (NE¼SE¼), S89°31'40"W, 1320.20 feet to the Southwest corner of said (NE¼SE¼);
Thence, along the West line of said (NE¼SE¼), N00°17'28"E, 1313.97 feet to the Northwest corner of said (NE¼SE¼);
Thence, along the South line of said (S½NE¼), S89°29'51"W, 1319.82 feet to the Southwest corner of said (S½NE¼);
Thence, along the West line of said (S½NE¼), N00°18'28"E, 1313.28 feet to the Northwest corner of said (S½NE¼);
Thence, along the South line of said (NE¼NW¼), S89°28'02"W, 1319.20 feet to the Southwest corner of said (NE¼NW¼);
Thence, along the West line of said (NE¼NW¼), N00°19'41"E, 1312.59 feet to the POINT OF BEGINNING;
All in Section 18, Township 5 North, Range 1 East of Boise Meridian, in Ada County,

That portion of said Original Option Property lying within Sections 7, 17 and 18 being previously described as:

Government Lot 4;

That portion of the Southeast quarter of the Southwest quarter lying Southwesterly of the centerline of Willow Creek Road;

All in Section 7, Township 5 North, Range 1 East of Boise Meridian, in Ada County, Idaho.

That portion of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying Southwesterly of the centerline of Willow Creek Road;
All in Section 17, Township 5 North, Range 1 East of Boise Meridian, in Ada County, Idaho.

That portion of the Northwest quarter of the Northeast quarter lying Southwesterly of the centerline of Willow Creek Road;

That portion of the South half of the Northeast quarter lying Southwesterly of the centerline of Willow Creek Road;

That portion of the East half of the Northwest quarter lying Southwesterly of the centerline of Willow Creek Road;

Government Lots 1 and 2;

The East half of the Southwest quarter;

That portion of the Southeast quarter lying Southwesterly of the centerline of Willow Creek Road;

All in Section 18, Township 5 North, Range 1 East of Boise Meridian, in Ada County, Idaho.

The East half of the Southeast quarter of Section 10, Township 5 North, Range 1 West of Boise Meridian, in Ada County, Idaho.

The Southwest quarter of the Northeast quarter;
The South half of the Northwest quarter;
The South half;
All in Section 11, Township 5 North, Range 1 West of Boise Meridian, in Ada County, Idaho.

The South half of the Northeast quarter;
The Southeast quarter of the Northwest quarter;
The North half of the Southwest quarter;
The Southeast quarter;
All in Section 12, Township 5 North, Range 1 West of the Boise Meridian, in Ada County, Idaho.

The Northeast quarter;
The Southeast quarter of the Northwest quarter;
The South half of the Southwest quarter;
All in Section 13, Township 5 North, Range 1 West of Boise Meridian, in Ada County, Idaho.

The North one half;
The East one half of the Southwest quarter;
The North one half of the Southeast quarter;
The Southwest quarter of the Southeast quarter;
All in Section 14, Township 5 North, Range 1 West of Boise Meridian, in Ada County, Idaho.

The Northeast quarter of the Northeast quarter of Section 15, Township 5 North, Range 1 West of Boise Meridian, in Ada County, Idaho.

The Southeast quarter of the Northeast quarter;
The Northeast quarter of the Southeast quarter;
All in Section 22, Township 5 North, Range 1 West of Boise Meridian, in Ada County, Idaho.

The Northeast quarter;
The South half of the Northwest quarter;
The Southwest quarter;
The North half of the Southeast quarter;
The Southwest quarter of the Southeast quarter;
All in Section 23, Township 5 North, Range 1 West of Boise Meridian, in Ada County, Idaho.

The South half of the Northeast quarter;
The West half of the Northwest quarter;
The Southeast quarter of the Northwest quarter;
The Northeast quarter of the Southwest quarter;
The North half of the Southeast quarter;
All in Section 24, Township 5 North, Range 1 West of Boise Meridian, in Ada County, Idaho.

The Northwest quarter of the Northwest quarter of Section 26, Township 5 North, Range 1 West of Boise Meridian, in Ada County, Idaho.

The Northeast quarter of the Northeast quarter of Section 27, Township 5 North, Range 1 West of Boise Meridian, in Ada County, Idaho.

10

After recording, please return to:

The M3 Companies
Attn: William J. Brownlee
110 E. Gurley Street, Suite 200
Prescott, AZ 86301

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 30.00 10
BOISE IDAHO 11/02/05 03:46 PM
DEPUTY Nicole Oberling
RECORDED - REQUEST OF
Alliance Title
105166717



AT-5000527119

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED

HIGHLAND LIVESTOCK AND LAND COMPANY, LIMITED, an Idaho corporation, whose address is 210 West Main, Emmett, Idaho 83617, ("Grantor"), who took title as "Highland Livestock and Land Company", does hereby bargain, sell, and convey, unto AR Boise L.L.C., a Texas limited liability company, whose address is 110 East Gurley Street, Suite 200, Prescott, Arizona 86301 ("Grantee") all that parcel of land located in Ada County, Idaho ("Premises") more particularly described in Exhibit A to this Special Warranty Deed.


TO HAVE AND TO HOLD the Premises, with its appurtenances unto Grantee, and Grantee's successors and assigns forever.

Grantor does hereby covenant to and with Grantee, that the Grantor is the owner in fee simple of the Premises; that the Premises are free from all encumbrances created or suffered by Grantor, except those made, suffered or done by Grantee, and except the matters set forth on Exhibit B to this Special Warranty Deed and except general taxes and assessments, including utility assessments for the current year, which are not yet due and payable, and that Grantor will warrant and defend the same forever from all other lawful claims. By accepting this Special Warranty Deed and subject to the covenants and warranties in this Special Warranty Deed, Grantee acknowledges and understands that Grantee is accepting the Premises from Grantor in an "As-Is" condition with all faults, including both latent and patent defects.

IN WITNESS WHEREOF, Grantor has caused its corporate name to be hereunto subscribed this 3rd day of NOVEMBER, 2005.

GRANTOR:

HIGHLAND LIVESTOCK AND LAND
COMPANY, LIMITED, an Idaho corporation



Bradley Little, President

GRANTEE:

AR Boise, L.L.C., a Texas limited liability
company

By: M3 Builders, L.L.C., an Arizona
limited liability company, Manager

By: The M3 Companies, L.L.C., an Arizona
limited liability company, sole Member of
M3 Builders, L.L.C.

By: 

William I. Brownlee, Member

By: 

Jeffrey A. Davis, Member

STATE OF IDAHO)
) ss.
County of Ada)

On this 3rd day of November 2005, before me, a Notary Public in and for said State, personally appeared BRADLEY LITTLE, known or identified to me to be the president of HIGHLAND LIVESTOCK AND LAND COMPANY, LIMITED, an Idaho corporation, the corporation who executed the foregoing instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Terry A. Hancock
Notary Public for Idaho
Residing at: Boise, Idaho
My commission expires: 3-23-2010

STATE OF ARIZONA)
) ss.
County of YAVAPAI)

On this 27 day of OCTOBER, 2005, before me, a Notary Public in and for the State of Arizona, personally appeared William I. Brownlee and Jeffrey A. Davis, known or identified to me to be the members of The M3 Companies, L.L.C., an Arizona limited liability company, which is the sole member of M3 Builders, L.L.C., an Arizona limited liability company acting as Manager of AR BOISE L.L.C., a Texas limited liability company, who executed the foregoing instrument on behalf of said company, and acknowledged to me that such company executed the same.

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

Judith E. Brummett-Bowie
Notary Public for Arizona
My commission expires: 2/22/07

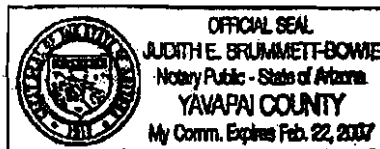


EXHIBIT A

Special Warranty Deed Legal Description

[to be attached]

EXHIBIT A

Parcel 1:

The Southeast Quarter of the Southwest Quarter, the West half of the Southeast Quarter, and the Northeast Quarter of the Southeast Quarter of Section 8, Township 5 North, Range 1 East, Boise Meridian, in Ada County, Idaho.

Parcel 4:

The Northeast Quarter, the Southeast Quarter, and the South half of the Southwest Quarter of Section 17, Township 5 North, Range 1 East, Boise Meridian, in Ada County, Idaho.

Parcel 5:

The Northeast Quarter, the North half of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter, and the Northwest Quarter of the Southeast Quarter of Section 20, Township 5 North, Range 1 East, Boise Meridian, in Ada County, Idaho;

EXCEPT that portion thereof lying within that tract of land, more particularly described as follows, conveyed to Michael S. Homan by deed recorded under Instrument No. 103034609:

A parcel of land lying in Section 20, Township 5 North, Range 1 East, Boise Meridian, Ada County, Idaho, said parcel being more particularly described as follows:

Commencing at the Brass Cap marking the corner common to Sections 20, 21, 28, and 29, Township 5 North, Range 1 East, Boise Meridian, Ada County, Idaho; thence South 89°49'55" West 1321.27 feet to an iron pin marking the East 1/16 corner common to said Sections 20 and 29; thence South 89°49'50" West 1321.43 feet to the Brass Cap marking the ¼ corner common to said Sections 20 and 29, said point being the POINT OF BEGINNING; thence South 89°50'08" West 1321.62 feet to the West 1/16 corner common to said Sections 20 and 29; thence North 00°50'26" West 3941.79 feet along the West 1/16 line to the Northwest 1/16 corner; thence North 89°42'56" East 9.92 feet along the North line of the Southeast Quarter Northwest Quarter to the West right of way line of Willow Creek Road; thence along said right of way line of Willow Creek Road the following courses and distances; South 27°38'22" East 62.21 feet to a point of curve; thence along a curve to the right 113.94 feet, said curve having a delta of 16°18'14", a radius of 400.40 feet, tangents of 57.36 feet and a long chord of 113.55 feet which bears South 19°29'15" East to a point of tangent; thence South 11°20'08" East 144.76 feet to a point of curve; thence along a curve to the left 476.94 feet, said curve having a delta of 28°09'20", a radius of 970.55 feet, tangents of 243.39 feet and a long chord of 472.15 feet which bears South 25°24'48" East to a point of tangent; thence South 39°29'28" East 233.00 feet to a point of curve; thence along a curve to the right 200.60 feet, said curve having a delta of 20°02'27", a radius of 573.50 feet, tangents of 101.33 feet and a long chord of 199.58 feet which bears South 29°28'14" East to a point of reverse curve; thence along a curve to the left 234.81 feet, said curve having a delta of 12°55'34", a radius of 1040.80 feet, tangents of 117.90 feet and a long chord of 234.31 feet which bears South 25°54'48" East to a point of tangent; thence

South 32°22'35" East 223.05 feet to a point of curve; thence along a curve to the left 331.68 feet, said curve having a delta of 10°00'18", a radius of 1899.41 feet, tangents of 166.26 feet and a long chord of 331.25 feet which bears

South 37°22'44" East to a point of tangent; thence

South 42°22'53" East 231.38 feet; thence

South 45°03'57" East 411.88 feet to a point of curve; thence along a curve to the left 204.80 feet, said curve having a delta of 09°02'30", a radius of 1297.79 feet, tangents of 102.61 feet and a long chord of 204.59 feet which bears

South 49°35'12" East to a point of reverse curve; thence along a curve to the right 208.60 feet, said curve having a delta of 12°35'19", a radius of 949.44 feet, tangents of 104.72 feet and a long chord of 208.18 feet which bears

South 47°48'47" East to a point of tangent; thence

South 41°31'08" East 186.78 feet to the South 1/16 line; thence

South 89°44'35" West 495.92 feet to the South 1/16 corner; thence

South 00°44'17" East 1314.92 feet to the POINT OF BEGINNING.

EXHIBIT B

SPECIAL WARRANTY DEED PERMITTED EXCEPTIONS

This conveyance is made subject to all liens, claims, easements, restrictions, reservations, irregularities, encroachments, rights of way, clouds on title, encumbrances and other exceptions to title of record or otherwise existing upon or against the Property including, but not limited to, those visible upon a physical inspection of the Property and any liens for taxes and assessments. This conveyance is also made subject to those exceptions to title disclosed by the title commitment, which are attached to and made a part of this Exhibit B.

COMMITMENT FOR TITLE INSURANCE

Order No.: 5000527119AK

SCHEDULE B - SECTION 2

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
- B. **General Exceptions:**
1. Rights or claims of parties in possession not shown by the public records.
 2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
 3. Easements, or claims of easements, not shown by the public records.
 4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
 6. Taxes or special assessments which are not shown as existing liens by the public 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.
- C. **Special Exceptions:**
1. General Taxes for the year 2005, a Lien, but not yet due and payable.
 2. Liens, levies and assessments of the Ada County.
 3. Levies and assessments of the Farmers Union Ditch Irrigation District, and the rights, powers and easements of said district as by law provided.
 4. Ditch, road and public utility easements as the same may exist over said premises.
 5. Right of the public in and to that portion of the premises lying within the right-of-way of N. Willow Creek Rd.
Affects: Parcels 4 and 5.

6. "All Gas, Oil and mineral rights and the rights of ingress and egress to the herein described real property for the purpose of Gas, Oil or mineral exploration" as reserved in deed:
Recorded: February 19, 1945.
In Book: 283 of Deeds.
Page: 120, of Official Records.
Affects: Parcel 4.
7. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted to: Robert E. Harmon and Sheila N. Harmon, husband and wife.
Purpose: Road Access.
Recorded: April 13, 1993.
Instrument No.: 9326686, of Official Records.
Affects: Parcel 1 and other property.
8. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted to: Jon J. Busack and Barbara A. Busack, husband and wife.
Purpose: Road Access.
Recorded: November 16, 1998.
Instrument No.: 98110048, of Official Records.
Affects: Parcel 1 and other property.
9. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted to: Boise City, a municipal corporation.
Purpose: Grant of Avigation Easements.
Recorded: August 23, 2000.
Instrument No.: 100067293, of Official Records.
Affects: Parcel 1 and other property.
10. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions contained in a Special Warranty Deed:
Recorded: March 3, 2003.
Instrument No.: 103034609, of Official Records.
Affects: Parcels 1, 4, 5 and other property.
11. Unrecorded leaseholds, if any, and the rights of vendors and holders of security interests in personal property of tenants to remove said personal property at the expiration of the term.
12. Our inspection of the subject premises on 7/26/2005 disclosed the following:
 - a) The property is unimproved range land.

13. Matters disclosed by ALTA/ACSM Survey dated 10/27/2005 by Associated Land Surveyors under Project Number 5139-01, as follows:

- a) The subject premises are criss-crossed by numerous dirt roads.
- b) A fence is within the Westerly-most property lines of Parcels 4 and 5 by approximately 80 to 120 feet.
- c) Unrecorded easement for a pipe of indeterminate purpose under Willow Creek Road in Parcel 5.

END OF SCHEDULE B

Countersigned at: Boise, ID
Alliance Title & Escrow Corp.

Authorized Officer of Agent

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 01/18/06 10:56 AM
DEPUTY Neava Haney
RECORDED - REQUEST OF
Alliance Title

AMOUNT 39.00 13



Little Ent Closing

After recording, please return to:

The M3 Companies
Attn: William I. Brownlee
110 E. Gurley Street, Suite 200
Prescott, AZ 86301

AT-5000526568

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED

LITTLE ENTERPRISES LIMITED PARTNERSHIP, an Idaho limited partnership, whose address is 210 West Main, Emmett, Idaho 83617, who took title as "Little Enterprises Limited Partnership", Grantor as to only the Northwest Quarter of the Southwest Quarter of Section 14 of Parcel 8, and HIGHLAND LIVESTOCK AND LAND COMPANY, LIMITED, an Idaho corporation, whose address is 210 West Main, Emmett, Idaho 83617, who took title as "Highland Livestock and Land Company", Grantor as to the remainder of Parcel 8, Parcels 9 through 13 inclusive, and Parcel I, Parcel II, and Parcel III, (referred to individually or collectively as "Grantor" or "Grantors"), do hereby bargain, sell, and convey, unto AR Boise L.L.C., a Texas limited liability company, whose address is 110 East Gurley Street, Suite 200, Prescott, Arizona 86301 ("Grantee") all of that land located in Ada County, Idaho ("Premises") more particularly described in Exhibit "A" to this Special Warranty Deed.

TO HAVE AND TO HOLD the Premises, with its appurtenances unto Grantee, and Grantee's successors and assigns forever.

Grantor does hereby covenant to and with Grantee, that as to the portion of the Premises owned by such Grantor, the Grantor is the owner in fee simple of the Premises; the Premises are free from all encumbrances created or suffered by Grantor, except those made, suffered or done by Grantee, and except the matters set forth on Exhibit "B" and except general taxes and assessments, including utility assessments for the current year, which are not yet due and payable, and that Grantor will warrant and defend the same forever from all other lawful claims. By accepting this Special Warranty Deed, and subject to the covenants and warranties in this Special Warranty Deed, Grantee acknowledges and understands that Grantee is accepting the Premises from Grantor in an "As-is" condition with all faults, including both latent and patent defects.

IN WITNESS WHEREOF, Grantors have caused its partnership name and corporate name to be hereunto subscribed this 17th day of January, 2006.

GRANTORS:

LITTLE ENTERPRISES LIMITED
PARTNERSHIP, an Idaho limited partnership


Bradley Little, General Partner

HIGHLAND LIVESTOCK AND LAND
COMPANY, LIMITED, an Idaho corporation


Bradley Little, President

GRANTEE:

AR Boise, L.L.C., a Texas limited liability
company

By: M3 Builders, L.L.C., an Arizona
limited liability company, Manager

By: The M3 Companies, L.L.C., an Arizona
limited liability company, sole Member of
M3 Builders, L.L.C.

By: 
Jeffrey A. Davis, Member

State of Idaho)
County of Ada)

On this 17th day of January, 2006, before me, a Notary Public in and for said County and State, personally appeared **BRADLEY J. LITTLE**, known or identified to me to be general partner in the partnership of **LITTLE ENTERPRISES LIMITED PARTNERSHIP**, a limited partnership, one of the general partners who subscribed said limited partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said limited partnership name.

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



Amanda McCurry
Notary Public for Idaho
Residing at Star, Idaho
My Commission expires 4/15/11

STATE OF IDAHO)
County of Ada) ss.

On this 17th day of January, 2006, before me, a Notary Public in and for said State, personally appeared **BRADLEY LITTLE**, known or identified to me to be the president of **HIGHLAND LIVESTOCK AND LAND COMPANY, LIMITED**, an Idaho corporation, the corporation who executed the foregoing instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

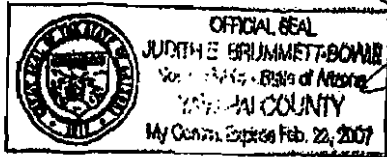


Amanda McCurry
Notary Public for Idaho
Residing at: Star, Idaho
My commission expires: 4/15/11

STATE OF ARIZONA)
) ss.
County of YAVAPAI)

On this 13 day of January, 2006, before me, a Notary Public in and for the State of Arizona, personally appeared Jeffrey A. Davis, known or identified to me to be a member of The M3 Companies, L.L.C., an Arizona limited liability company, which is the sole member of M3 Builders, L.L.C., an Arizona limited liability company acting as Manager of AR BOISE L.L.C., a Texas limited liability company, who executed the foregoing instrument on behalf of said company, and acknowledged to me that such company executed the same.

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



Judith E. Brummett-Bonnie
Notary Public for Arizona
My commission expires: 2/22/07

EXHIBIT A

Legal Description

EXHIBIT A

Parcel 8:

The West half of the Southwest Quarter of Section 14, Township 5 North, Range 1 West, Boise Meridian, in Ada County, Idaho.

Parcel 9:

The Southeast Quarter of the Northeast Quarter and the South half of Section 15, Township 5 North, Range 1 West, Boise Meridian, in Ada County, Idaho.

Parcel 10:

The following describes a parcel of real property lying in a portion of the South Half of Southeast Quarter of Section 21 and in a portion of the West Half of the Northeast Quarter of Section 28, all lying easterly of Highway 16, Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

BEGINNING at the Quarter Corner common to Section 21, 22, 27 and 28; thence, North 88°39'16" West, 1325.31 feet; thence, South 00°26'35" West, 2632.13 feet; thence, North 88°41'42" West, 933.28 feet; thence, North 12°48'04" East, 1004.84 feet; thence, North 13°45'48" West, 22.36 feet; thence, North 12°48'04" East, 1748.40 feet to a spiral to the left; thence, along said spiral a distance of 208.46 feet, having a radius of 3342.70, a theta of 1°47'12", which bears North 12°12'20" East, 208.45 feet; thence, North 37°30'45" East, 108.57 feet to a curve to the left; thence, along said curve a distance of 946.18 feet, having a radius of 2401.85, a central angle of 22°34'16", having a tangent of 479.31, which bears North 02°14'04" West, 940.08 feet; thence, South 88°48'04" East, 1619.66 feet; thence, South 00°49'56" West, 1322.34 feet to the **POINT OF BEGINNING**;

EXCEPT that portion thereof described as follows:

A 100.00 x 100.00 foot square parcel of land located in the Southeast Quarter of the Southeast Quarter of said Section 21, described as follows:

Commencing at the Southeast corner of Section 21; thence, North 89°17'40" West, 1325.30 feet to the Southwest corner of said Southeast Quarter of the Southeast Quarter; thence North 00°18'58" East, 738.92 feet along the West line of said Southeast Quarter of the Southeast Quarter; thence, North 89°41'02" East, 5.39 feet to the **POINT OF BEGINNING**; thence, North 27°13'45" East, 100.00 feet; thence, South 62°45'15" East, 100.00 feet; thence, South 27°13'45" West, 100.00 feet; thence North 62°45'15" West, 100.00 feet to the **POINT OF BEGINNING**.

Parcel 11:

The Northeast Quarter of the Northeast Quarter of Section 22, Township 5 North, Range 1 West, Boise Meridian, in Ada County, Idaho.

Tror Title

Parcel 12:

The North half of the Northwest Quarter of Section 23, Township 5 North, Range 1 West, Boise Meridian, in Ada County, Idaho.

Parcel 13:

The South half of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 27, Township 5 North, Range 1 West, Boise Meridian, in Ada County, Idaho.

Parcel I

A 100.00 x 100.00 foot square parcel of land located in the Southeast Quarter of the Southeast Quarter of Section 21, Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho, described as follows:

Commencing at the Southeast corner of Section 21; thence,
North 89°17'40" West, 1325.30 feet to the Southwest corner of said Southeast Quarter of the Southeast Quarter; thence,
North 00°18'58" East, 738.92 feet along the West line of said Southeast Quarter of the Southeast Quarter; thence,
North 89°41'02" East, 5.39 feet to the POINT OF BEGINNING; thence,
North 27°13'45" East, 100.00 feet; thence,
South 62°46'15" East, 100.00; thence,
South 27°13'45" West, 100.00 feet; thence,
North 62°46'15" West, 100.00 feet to the POINT OF BEGINNING.

Parcel II

An easement for power and telephone as established in that certain Memorandum of Lease recorded under Instrument No. 100089710, of Official Records and more particularly described as follows:

A 10.00 foot wide strip of land located in the Northwest Quarter of the Northeast Quarter of Section 28 and the South half of the Southeast Quarter of Section 21, Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho, said strip lying between parallel lines located 5.00 feet on each side of the following described centerline;

Commencing at the South Quarter corner of said Section 21; thence,
North 89°17'40" West, 1325.30 feet along the South line of said section, to the Southeast corner of the Southwest Quarter of the Southeast Quarter of said section; thence,
North 89°17'40" West, 368.58 feet along said South section line to a point in the Southeasterly right of way line of State Highway No. 16; thence,
South 12°31'27" West, 44.19 feet along said right of way line to a point; thence,
South 77°28'33" East, 5.00 feet to the POINT OF BEGINNING; thence, along a line parallel with and 5.00 feet Southeasterly of said highway right of way line,
North 12°31'27" East, 304.12 feet; thence,
North 36°45'53" East, 581.27 feet to the POINT OF ENDING in the Southerly line of an antenna lease site, from which POINT OF ENDING the Southeast corner of said Southwest Quarter of the Southeast Quarter bears North 62°46'15" West, 35.00 feet, South 89°41'02" West, 5.39 feet, and South 00°18'58" West, 738.92 feet.

Parcel III

An access road easement as established in that certain Memorandum of Lease recorded under Instrument No. 100089710, of Official Records and more particularly described as follows:

A 20.00 foot wide strip of land located in the South half of the Southeast Quarter of Section 21, Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho, said strip lying between parallel lines located 10.00 feet on each side of the following described centerline:

**Commencing at the South Quarter corner of said Section 21; thence,
North 89°17'40" West, 1325.30 feet along the South line of said section, to the Southeast corner of the Southwest Quarter of the Southeast Quarter of said section; thence,
North 89°17'40" West, 368.58 feet along said South section line to a point in the Southeasterly right of way line of State Highway No. 16; thence,
North 12°31'27" East, 43.66 feet along said right of way line to the POINT OF BEGINNING;
thence,
South 77°28'33" East, 43.47 feet; thence,
North 07°15'53" East, 65.46 feet; thence,
North 06°40'14" East, 182.17 feet; thence,
North 36°12'15" East, 111.52 feet, along a line parallel with and 20.00 feet Southeast of said Southeasterly right of way line; thence,
North 08°13'12" East, 56.64 feet, continuing parallel with and 20.00 feet Southeast of said right of way line; thence,
North 56°59'34" East, 94.76 feet; thence,
North 34°39'13" East, 128.81 feet; thence,
North 62°40'21" East, 75.00 feet; thence,
North 27°13'45" East, 104.12 feet to the POINT OF ENDING in the Southerly line of an antenna lease site, from which POINT OF ENDING the Southeast corner of said Southwest Quarter of the Southeast Quarter bears North 62°46'15" West, 50.00 feet, South 89°41'02" West, 5.39 feet, and South 00°18'58" West, 738.92 feet.**

EXHIBIT B

Permitted Exceptions

Conveyance of the real property described on Exhibit "A" is made subject to all liens, claims, easements, restrictions, reservations, irregularities, encroachments, rights of way, clouds on title, encumbrances and other exceptions to title of record or otherwise existing upon or against the Property including, but not limited to, those visible upon a physical inspection of the Property and any liens for taxes and assessments. This conveyance is also made subject to those exceptions to title disclosed by the title commitment, which are attached to and made a part of this Exhibit "B".

COMMITMENT FOR TITLE INSURANCE

Order No.: 5000526568AK

SCHEDULE B - SECTION 2

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

B. General Exceptions:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public 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.

C. Special Exceptions:

1. General Taxes for the year 2006, a Lien, but not yet due and payable.
2. Liens, levies and assessments of the Ada County.
3. Levies and assessments of the Farmers Union Ditch Irrigation District, and the rights, powers and easements of said district as by law provided.
4. Ditch, road and public utility easements as the same may exist over said premises.
5. Rights of the State of Idaho in and to that portion of said premises, if any, lying in the bed or former bed of the Big Gulch Creek, if it is navigable.
Affects: Parcel 13.
6. Any prohibition or limitation on the use, occupancy, or improvements of the land resulting from the rights of the public, appropriators, or riparian owners to use any waters, which may now cover the land or to use any portion of the land which is now or may formerly have been covered by water.
Affects: Parcel 13.

7. "A one-half interest in any or all mineral or oil deposits" as reserved in deed:
Recorded: April 7, 1937.
In Book: 222 of Deeds.
Page: 274, of Official Records.
Affects: Parcels 9, 11 and 12, and the Southwest Quarter of the Southwest Quarter of Section 14 of Parcel 8.
8. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: American Telephone and Telegraph Company of Wyoming.
Purpose: Public Utilities.
Recorded: December 26, 1941.
Book: 17.
Page: 625, of Official Records.
Affects: Portion of Parcel 9.
9. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted to: Salt Lake Pipe Line Company, a Nevada corporation.
Purpose: Pipeline.
Recorded: October 17, 1949.
Instrument No.: 292527, of Official Records.
Affects: Southerly portion of Parcel 10.
10. Negative easements, conditions, restrictions, and access rights contained in the deed to the State of Idaho.
Recorded: May 9, 1956.
Instrument No.: 394249, of Official Records.
Affects: Parcel 10.
11. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted to: Douglas A. Fuller and Nancy D. Fuller, husband and wife.
Purpose: Access easement and utility easement.
Recorded: November 1, 1999.
Instrument No.: 99106563, of Official Records.
Affects: Portions of Parcel 9.
12. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted to: Boise City, a municipal corporation.
Purpose: Grant of Avigation Easements.
Recorded: August 23, 2000.
Instrument No.: 100067293, of Official Records.
Affects: Parcels 8, 9, 10, 11, 12 and other property.
13. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted to: SBA Towers, Inc.
Purpose: Power and Telephone easement and access easement.
Recorded: November 7, 2000.
Instrument No.: 100089710, of Official Records.
Affects: Parcel 10.

14. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: Idaho Power Company.
Purpose: Public Utilities.
Recorded: January 3, 2001.
Instrument No.: 101000444, of Official Records.
Affects: Parcel 9.
15. A Memorandum of Land Lease with certain terms, covenants, conditions and provisions set forth therein.
Lessor: Highland Livestock and Land Company, an Idaho corporation.
Lessee: SBA Towers, Inc., a Florida corporation.
Recorded: November 7, 2000.
Instrument No.: 100089710, of Official Records.
Affects: Parcels I, II and III.
- Lessee's Interest in said lease is now held of record by:
Assignee: AAT Communications Corp.
Assignments Recorded: December 1, 2000 and August 7, 2003.
Instrument Nos.: 100097180 and 103132005, of Official Records.
- Amendment and Restatement of Memorandum of Land Lease.
Lessor: Highland Livestock and Land Company, a corporation.
Lessee: AAT Communications Corp., a New York corporation.
Recorded: December 2, 2005.
Instrument No.: 105183335, of Official Records.
16. Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement, Financing Statement and Fixture Filing to secure an indebtedness in the amount shown below and any other obligations secured thereby:
Amount: \$175,000,000.00.
Dated: October 3, 2003.
Trustor/Grantor: AAT Communications Corp. (also known as AAT Communications Corporation), a New York corporation.
Trustee: First American Title Insurance Company, a California corporation.
Beneficiary: Toronto Dominion (Texas), Inc., a Delaware corporation.
Recorded: October 16, 2003.
Instrument No.: 103175929, of Official Records.
Affects: Leasehold interest in Parcels I, II and III.
- An agreement to modify the terms and provisions of said Deed of Trust as therein provided.
Recorded: September 9, 2005.
Instrument No.: 105130989, of Official Records.
17. Unrecorded leaseholds, if any, and the rights of vendors and holders of security interests in personal property of tenants to remove said personal property at the expiration of the term.
18. Notwithstanding Paragraph 4 of the insuring clauses of the policy or policies to be issued, the policy or policies when issued will not insure against loss arising by reason of any lack of a right of access to and from the land.
Affects: Parcels 8, 9, 11, 12, 13 and other property.

19. Matters disclosed by ALTA Survey by Associated Land Surveyors under File No. 5139-01, dated December 2005 and last revised December 12, 2005, as follows:

- a) Existing dirt road (Old Stage/Immigrant Road), 8 feet wide, over Westerly portion of Parcel 9.
- b) Existing dirt road over the Easterly portion of Parcel 9.
- c) An existing fence off-line on the Northerly and Westerly portions of that portion of Parcel 9 in the Southeast Quarter of the Northeast Quarter.
- d) An existing fence off-line through Parcel 11.
- e) An existing dirt road, 9 feet wide, across Parcel 8.
- f) Existing dirt road(s), 9 feet wide, across the Northerly portion of Parcel 13.
- g) Existing fences lie North of the South property line in that portion of Parcel 13 lying in the Southeast Quarter of the Northwest Quarter and the Southeast Quarter of the Northeast Quarter.
- h) Existing fence lines lie West of the East line, North of the South line and West of the West line of that portion of Parcel 13 lying in the Northwest Quarter of the Southeast Quarter.
- i) Existing dirt roads, of indeterminate width, over Parcel 10.
- j) An electrical junction box on the Westerly line of the Southerly portion of Parcel 10.
- k) Telephone risers on or inside the Westerly line of the Southerly portion of Parcel 10.

END OF SCHEDULE B

Countersigned at: Boise, ID
Alliance Title & Escrow Corp.



Authorized Officer of Agent

After recording, please return to:

The M3 Companies
Attn: William I. Brownlee
110 E. Gurley Street, Suite 200t
Prescott, AZ 86301

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 08/04/06 11:39 AM
DEPUTY Bonnie Oberbling
RECORDED - REQUEST OF
Alliance Title

AMOUNT 21.00 7



AT- 5000 527120

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED

HIGHLAND LIVESTOCK AND LAND COMPANY, LIMITED, an Idaho corporation, whose address is 210 West Main, Emmett, Idaho 83617, ("Grantor"), who took title as "Highland Livestock and Land Company", does hereby bargain, sell, and convey, unto AR Boise L.L.C., a Texas limited liability company, whose address is 110 East Gurley Street, Suite 200, Prescott, Arizona 86301 ("Grantee") all that parcel of land located in Ada County, Idaho ("Premises") more particularly described in Exhibit A to this Special Warranty Deed.

TO HAVE AND TO HOLD the Premises, with its appurtenances unto Grantee, and Grantee's successors and assigns forever.

Grantor does hereby covenant to and with Grantee, that the Grantor is the owner in fee simple of the Premises; that the Premises are free from all encumbrances created or suffered by Grantor, except those made, suffered or done by Grantee, and except the matters set forth on Exhibit B to this Special Warranty Deed and except general taxes and assessments, including utility assessments for the current year, which are not yet due and payable, and that Grantor will warrant and defend the same forever from all other lawful claims. By accepting this Special Warranty Deed and subject to the covenants and warranties in this Special Warranty Deed, Grantee acknowledges and understands that Grantee is accepting the Premises from Grantor in an "As-Is" condition with all faults, including both latent and patent defects.

IN WITNESS WHEREOF, Grantor has caused its corporate name to be hereunto subscribed this 19th day of August, 2005.

GRANTOR:

HIGHLAND LIVESTOCK AND LAND
COMPANY, LIMITED, an Idaho corporation


Bradley Little, President

GRANTEE:

AR Boise, L.L.C., a Texas limited liability
company

By: M3 Builders, L.L.C., an Arizona
limited liability company, Manager

By: The M3 Companies, L.L.C., an Arizona
limited liability company, sole Member of
M3 Builders, L.L.C.

By: 
William I. Brownlee, Member

By: 
Jeffrey A. Davis, Member

STATE OF IDAHO)
) ss.
County of Ada)

On this 1st day of August, 2005, before me, a Notary Public in and for said State, personally appeared BRADLEY LITTLE, known or identified to me to be the president of HIGHLAND LIVESTOCK AND LAND COMPANY, LIMITED, an Idaho corporation, the corporation who executed the foregoing instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

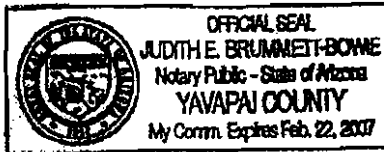


[Signature]
Notary Public for Idaho
Residing at: Star, Idaho
My commission expires: 4/15/11

STATE OF ARIZONA)
) ss.
County of YAVAPAI)

On this 26th day of July, 2005, before me, a Notary Public in and for the State of Arizona, personally appeared William I. Brownlee and Jeffrey A. Davis, known or identified to me to be the members of The M3 Companies, L.L.C., an Arizona limited liability company, which is the sole member of M3 Builders, L.L.C., an Arizona limited liability company acting as Manager of AR BOISE L.L.C., a Texas limited liability company, who executed the foregoing instrument on behalf of said company, and acknowledged to me that such company executed the same.

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



[Signature]
Notary Public for Arizona
My commission expires: 2/22/07

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 2:

The Southeast Quarter of the Northeast Quarter of Section 9, Township 5 North, Range 1 East, Boise Meridian, in Ada County, Idaho.

Parcel 6:

The North half of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter of Section 21, Township 5 North, Range 1 East, Boise Meridian, in Ada County, Idaho.

Parcel 7:

The Northwest Quarter of the Northwest Quarter of Section 22, Township 5 North, Range 1 East, Boise Meridian, in Ada County, Idaho.

EXHIBIT B

SPECIAL WARRANTY DEED PERMITTED EXCEPTIONS

This conveyance is made subject to all liens, claims, easements, restrictions, reservations, irregularities, encroachments, rights of way, clouds on title, encumbrances and other exceptions to title of record or otherwise existing upon or against the Property including, but not limited to, those visible upon a physical inspection of the Property and any liens for taxes and assessments. This conveyance is also made subject to those exceptions to title disclosed by the title commitment, which are attached to and made a part of this Exhibit B.

B. General Exceptions:

1. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
2. Water rights, claims or title to water, whether or not the matters are shown by the public records.

C. Special Exceptions:

1. General Taxes for the year 2005, a Lien, but not yet due and payable.
2. Liens, levies and assessments of the Ada County.
3. Levies and assessments of the Farmers Union Ditch Irrigation District, and the rights, powers and easements of said district as by law provided.
4. Ditch, road and public utility easements as the same may exist over said premises.
5. Agreement, and the terms and conditions contained therein:
Between: Farmers Union Ditch Company, Limited, a corporation.
And: Edward D. Parkinson and Beth A. Parkinson, husband and wife.
Purpose: Irrigation water and payment for same
Recorded: May 28, 1951.
Instrument No.: 318236, of Official Records.
Affects: Parcel 6
6. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted to: Robert E. Harmon and Sheila N. Harmon, husband and wife.
Purpose: Road Access.
Recorded: April 13, 1993.
Instrument No.: 9326686, of Official Records.
Affects: Parcel 2 and other property.
7. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted to: Jon J. Busack and Barbara A. Busack, husband and wife.
Purpose: Road Access.
Recorded: November 16, 1998.
Instrument No.: 98110048, of Official Records.
Affects: Parcel 2 and other property.
8. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted to: Boise City, a municipal corporation.
Purpose: Grant of Avigation Easements.
Recorded: August 23, 2000.
Instrument No.: 100067293, of Official Records.
Affects: Parcels 2, 6, 7, and other property.

9. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions contained in a Special Warranty Deed:
Recorded: March 3, 2003.
Instrument No.: 103034609, of Official Records.
Affects: Parcels 2, 6, 7 and other property.
10. Notwithstanding Paragraph 4 of the insuring clauses of the policy or policies to be issued, the policy or policies when issued will not insure against loss arising by reason of any lack of a right of access to and from the land.
Affects: Parcels 2, 3, 6, 7 and other property.
11. Our inspection of the subject premises on 7/26/2005 disclosed the following:
 - a) The property is unimproved range land.
 - b) Access to Parcel 2 herein is via a gated, private road known as Aerie Lane, for which we find no recorded easement benefiting the subject premises.
 - c) Access to Parcels 3, 6 and 7 herein is via a gated, private road known as Woods Gulch Road, for which we find no recorded easement benefiting the subject premises.
 - d) We were unable to make any other determinations regarding Parcels 3, 6 and 7 as the previously mentioned gate was locked.

251858
SEM/HH



A Pioneer Company
PIONEER TITLE COMPANY
OF ADA COUNTY
8151 W. Rifleman Ave. / Boise, Idaho 83704
(208) 377-2700

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 06/01/05 02:37 PM
DEPUTY Vicki Allen
RECORDED - REQUEST OF
Payer:

AMOUNT 9.00

3



Gwynn

WARRANTY DEED

For Value Received

Randy L. Gwynn, and unmarried man and Cindy L. Gwynn, an

unmarried woman

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

AR Boise, LLC, a Texas limited liability company

hereinafter referred to as Grantee, whose current address is 110 East Gurley #200, Prescott, AZ 86301

the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

together with (i) all improvements owned by Grantor and located thereon, (ii) all rights, privileges, easements and appurtenances owned by Grantor appertaining to the premises, (iii) all water rights appurtenant to said premises, including without limitation Grantor's entire 0.67 share in the Farmers Union Ditch Company and all rights under water right number 63-22899 as registered with the Idaho Department of Water Resources, and (iii) all right, title and interest of Grantor (if any) in, to and under adjoining streets, rights of way and easements.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his 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 said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: July 26, 2005

Randy L. Gwynn

Cindy L. Gwynn

STATE OF Idaho)
) SS.
County of Ada)

The foregoing instrument was acknowledged before me this 29 day of July, 2005 by Randy L. Gwynn and Cindy L. Gwynn personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

Witness my hand and official seal.

My Commission Expires: _____

RESIDING AT: CALDWELL, ID Notary Public
MY COMMISSION EXPIRES 05-05-2011



Susan J. Merritt

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 3 in Block 1 of Gulch Ranch Estates according to the plat thereof filed in Book 61 of Plats at pages 6097 and 6098, records of Ada County, Idaho.

252593
8/20/06



A Pioneer Company

PIONEER TITLE COMPANY
OF ADA COUNTY

8151 W. Rifleman Ave. / Boise, Idaho 83704
(208) 377-2700

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 08/01/06 02:37 PM
DEPUTY Vick Allen
RECORDED - REQUEST OF
Pioneer

AMOUNT 9.00

33



Moody

*No
Fees*

WARRANTY DEED

For Value Received John W. Moody and Betty L. Moody, husband and wife

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

AR Boise, LLC, a Texas limited liability company

hereinafter referred to as Grantee, whose current address is 110 East Gurley #200, Prescott, AZ 86301

the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

together with (i) all improvements owned by Grantor and located thereon, (ii) all rights, privileges, easements and appurtenances owned by Grantor appertaining to the premises, (iii) all water rights appurtenant to said premises, including without limitation all rights in and to their 0.67 share in the Farmers Union Ditch Company, and (iv) all right, title and interest of Grantor (if any) in, to and under adjoining streets, rights of way and easements.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his 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 said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: July 26, 2005

John W. Moody

Betty L. Moody

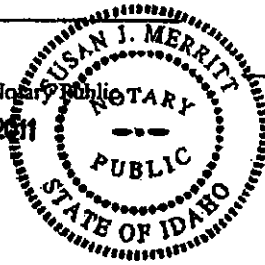
STATE OF Idaho)
) SS.
County of Ada)

The foregoing instrument was acknowledged before me this 29 day of July, 2005 by John W. Moody and Betty L. Moody personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

Witness my hand and official seal.

My Commission Expires: _____

RESIDING AT: CALDWELL, ID Notary Public
MY COMMISSION EXPIRES 05-05-2011



Susan J. Merritt

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 4 in Block 1 of Gulch Ranch Estates according to the plat thereof filed in Book 61 of Plats at pages 6097 and 6098, records of Ada County, Idaho.



November 20, 2006

Idaho Department of Water Resources
322 E. Front Street
Boise, Idaho 83720

Dear Sir or Madam:

Pursuant to your request enclosed are the following:

M3 Eagle, L.L.C. comparative income tax basis financial statements for the ten months ended October 31, 2006 and the period inception (July 21, 2005) through October 31, 2005.

The accompanying statement of assets, liabilities and equity – income tax basis of M3 Eagle, L.L.C. as of October 31, 2006 and 2005 have been prepared by Thomas D. Cervino, CPA. I have prepared such financial statements in my capacity as an employee of M3 Companies, L.L.C., the parent company of M3 Builders, L.L.C. (the manager of M3 Eagle, L.L.C.).

Sincerely,

THE M3 COMPANIES, L.L.C.

A handwritten signature in cursive script that reads "Thomas D. Cervino".

Thomas D. Cervino, CPA

Enclosure

M3 Eagle, L.L.C.
Statement of Assets, Liabilities and Equity - Income Tax Basis
As of October 31, 2006 and 2005

	<u>October 31, 2006</u>	<u>October 31, 2005</u>
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 940,334	\$ 1,173,778
Escrow deposits	<u>-</u>	<u>810,000</u>
Total Current Assets	940,334	1,983,778
Land and capitalized entitlement and carrying costs	61,632,334	19,089,209
Organization costs, net of accumulated amortization	<u>47,555</u>	<u>51,023</u>
Total Assets	<u>\$ 62,620,223</u>	<u>\$ 21,124,010</u>
 LIABILITIES AND MEMBERS' EQUITY		
Current Liabilities		
Accounts payable and accrued expenses	\$ 187,525	\$ 11,865
Accrued Interest	339,708	45,975
Notes payable - land acquisition financing	<u>8,500,000</u>	<u>2,570,000</u>
Total Current Liabilities	9,027,233	2,627,840
Total Liabilities	<u>9,027,233</u>	<u>2,627,840</u>
Equity:		
Members' Capital	53,500,100	18,500,100
Retained Earnings (Loss)	<u>92,890</u>	<u>(3,930)</u>
Total Equity	<u>53,592,990</u>	<u>18,496,170</u>
Total Liabilities & Equity	<u>\$ 62,620,223</u>	<u>\$ 21,124,010</u>

See Accompanying Selected Information

M3 Eagle, L.L.C.
Selected Information – Substantially All Disclosures Required by
Generally Accepted Accounting Principles are Not Included
For the Ten Month Period Ending October 31, 2006 and
the period inception (July 21, 2005) through October 31, 2005

Note 1: Summary of Significant Accounting Policies

Nature of Operations: M3 Eagle, L.L.C. (the "Company") owns approximately 17,000 acres of undeveloped land north of Eagle, Idaho. The Company is in the process of entitling 6,005 acres as a master planned community. The remaining 11,000 acres is being held for investment and potential exchange with the Bureau of Land Management.

The financial statements are presented on an income tax basis, the basis of accounting used by the Company for federal income tax reporting. Income tax basis financials differ from generally accepted accounting principles in that certain carrying costs related to the land may be capitalized at the election of the taxpayer (the Company) in accordance with §266 of the Internal Revenue Code.

Use of Estimates: The preparation of financial statements in conformity with the income tax basis of accounting requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Land Entitlement and Carrying Costs: Costs incurred with regard to the entitlement and carrying costs of the land are being capitalized to the land by the Company.

Income Taxes: The Company is a Limited Liability Company taxed as a partnership for income tax purposes. For federal income tax purposes, the income earned by a partnership is flowed through to the partners. Income tax is assessed on the income that flows to the individual partners. Accordingly no provision for income taxes has been included in the financial statements for the Company.

Advertising: The Company expenses advertising costs when incurred.

Note 2: Cash and Cash Equivalents - The Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Balances of cash and cash equivalents at a financial banking institution exceeded the federally insured limit of \$100,000 by \$853,538 as of October 31, 2006 and by \$1,108,749 as of October 31, 2005. These balances fluctuate greatly during the year and can exceed this \$100,000 limit.

M3 Eagle, L.L.C.
Selected Information – Substantially All Disclosures Required by
Generally Accepted Accounting Principles are Not Included
For the Ten Month Period Ending October 31, 2006 and
the period inception (July 21, 2005) through October 31, 2005

Note 3: Intangible Assets – Organization costs in the amount of \$52,035 have been capitalized and are being amortized over fifteen years. These costs include legal and other costs related to the formation of the Company.

Note 4: Notes Payable – Land Acquisition Financing

Notes payable at October 31, 2006 and 2005 consists of the following:

	<u>10/31/06</u>	<u>10/31/05</u>
Note Payable – Carry-back land acquisition financing, secured via a deed of trust with simple interest at a rate of 7%, maturing on 1/31/06	\$ 0	\$ 2,170,000
Note Payable – Carry-back land acquisition financing, secured via a deed of trust with simple interest at a rate of 8%, maturing on 8/1/06	0	400,000
Note Payable – Carry-back land acquisition financing, secured via a deed of trust with simple interest at a rate of 8%, maturing on 9/13/07	1,000,000	0
Note Payable – Carry-back land acquisition financing, secured via a deed of trust with simple interest at a rate of 7%, maturing on 3/15/07	<u>7,500,000</u>	<u>0</u>
Total	<u>\$ 8,500,000</u>	<u>\$ 2,570,000</u>

Interest accrued on the outstanding notes has been capitalized as a cost of land in the amount of \$452,364 for the ten months ended October 31, 2006 and \$44,845 for the period inception (July 21, 2005) through October 31, 2005. Total capitalized interest from inception through October 31, 2006 equals \$528,989.

Note 6: Capitalization from Members: The approved budget includes additional capitalization from the members on or before February 27, 2007 in the amount of \$10,500,000. This capitalization is available for the pay off of land acquisition financing maturing in 2007.

M3 Eagle, L.L.C.
Selected Information – Substantially All Disclosures Required by
Generally Accepted Accounting Principles are Not Included
For the Ten Month Period Ending October 31, 2006 and
the period inception (July 21, 2005) through October 31, 2005

Note 7: Related Party Transactions: The following transactions occurred between the Company and other affiliated companies:

Certain management services of the Company are performed by a company which has common partners. During the ten months ended October 31, 2006 and the period from inception (July 21, 2005) through October 31, 2005, the company was billed \$800,000 and \$780,000 for these services respectively.

Note 8: Concentrations: The Company owned real estate is located north of Eagle, Idaho. The Company is subject to the real estate market and economic conditions related to this specific geographic area.

The Company has one major equity contributor for the funding of land purchases and operations.

Engineer's Opinion of Probable Cost for M3-Water/Sewer/Pressure Irr.

Located in
EAGLE, ID
Prepared On:
29-Jan-2008

By:



Stanley Consultants INC.

1940 S. Bonito Way, #140
Meridian, Idaho 83642
208-288-0573

Disclaimer:

All cost estimates presented in this report are Stanley Consultants' opinions of probable project, construction, and / or operation and maintenance costs. Cost estimates are made on the basis of our experience and represent our best judgment. We have no control over cost of labor, materials, equipment, contractor's methods, or over competitive bidding or market conditions. Therefore, we do not guarantee that proposals, bids, or actual construction costs will not vary from estimates of project costs, construction, and / or operation and maintenance costs presented. The estimates do not include inflation.

All values shown on the following pages are based upon land use and phasing exhibits in which preliminary layouts, utility and earthwork design have not been completed and are therefore subject to revision upon more complete site design. All quantities have been calculated on a percentage basis as a reflection of previous projects completed by Stanley Consultants. Actual item quantities may vary based on site layout and land use allocation.

Any offsite utility installation includes the cost of the structures and piping only and excludes, but is not limited to, costs such as land acquisition, easements, pavement removal and/or replacement, utility conflicts, etc.

Stanley Consultants provides this information to assist our clients with the figures for the basic costs of development and assumes no responsibility for differences between the numbers provided and those established at the time of bidding. If a more accurate estimate is required, at the clients request, we can provide a revised estimate site layouts and design progress for this purpose.

M3 EAGLE - SUMMARY OF UTILITY COSTS						
ITEM or DESCRIPTION	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	GRAND TOTAL
Developable Acres	896	937	2110	1073	989	6005
Total # Sites	498	1996	2526	1852	281	7153
HARD COSTS						
SEWER						
Primary Infrastructure	\$7,458,971	\$1,282,462	\$8,645,665	\$6,173,666	\$131,014	\$21,691,777
Bulk Lots	\$1,241,434	\$5,379,598	\$9,351,885	\$4,646,322	\$1,774,613	\$22,393,853
Section Total	\$8,700,406	\$6,662,060	\$15,997,550	\$10,819,988	\$1,905,627	\$44,085,630
WATER						
Primary Infrastructure	\$6,262,849	\$4,003,245	\$4,060,869	\$3,176,513	\$2,292,233	\$19,795,710
Bulk Lots	\$1,429,803	\$5,281,128	\$10,296,188	\$5,205,236	\$2,494,735	\$24,707,090
Section Total	\$7,692,652	\$9,284,373	\$14,357,057	\$8,381,751	\$4,786,968	\$44,502,800
PRESSURE IRRIGATION						
Primary Infrastructure	\$3,611,079	\$1,378,593	\$1,322,312	\$2,162,640	\$174,972	\$8,649,596
Bulk Lots	\$435,577	\$778,883	\$1,332,828	\$692,766	\$545,551	\$3,785,605
Section Total	\$4,046,656	\$2,157,476	\$2,655,140	\$2,855,406	\$720,523	\$12,435,201
Sub-Total:	\$20,499,714	\$18,103,908	\$33,009,747	\$22,057,145	\$7,413,118	\$101,023,630
Contingency	\$2,354,690	\$2,954,430	\$5,399,085	\$3,260,082	\$1,222,822	\$15,191,108
Amount per Lot	\$45,772	\$10,550	\$15,205	\$13,670	\$30,733	\$16,247
TOTAL HARD COSTS						
		\$108,368	\$25,317,250			

M3 EAGLE - UTILITY COSTS FOR INFRASTRUCTURE IN COLLECTOR AND ARTERIAL ROADWAYS

ITEM or DESCRIPTION	UNITS	UNIT COST	Phase 1		Phase 2		Phase 3		Phase 4		Phase 5		TOTAL AMOUNT
			QTY	TOTAL AMOUNT	QTY	TOTAL AMOUNT	QTY	TOTAL AMOUNT	QTY	TOTAL AMOUNT	QTY	TOTAL AMOUNT	
Developable Acres	acre		896		937		2110		1073		989		6905
Total # Sites			498		1956		2526		1852		281		7153
HARD COSTS													
SEWER													
30" Mainline Sewer	lf	\$88.15	7711	\$679,725	0	\$0	0	\$0	0	\$0	0	\$0	\$680,000
27" Mainline Sewer	lf	\$76.83	3113	\$239,172	0	\$0	0	\$0	0	\$0	0	\$0	\$239,000
24" Mainline Sewer	lf	\$42.10	0	\$0	3464	\$215,114	0	\$0	0	\$0	0	\$0	\$215,000
21" Mainline Sewer	lf	\$45.10	0	\$0	0	\$0	1867	\$75,182	0	\$0	0	\$0	\$75,000
18" Mainline Sewer	lf	\$51.05	2138	\$108,198	9325	\$476,041	3868	\$197,461	5652	\$298,835	0	\$0	\$1,071,000
15" Mainline Sewer	lf	\$41.95	3730	\$156,474	8685	\$363,497	0	\$0	0	\$0	0	\$0	\$520,000
12" Mainline Sewer	lf	\$29.84	0	\$0	0	\$0	4366	\$130,281	0	\$0	0	\$0	\$130,000
10" Mainline Sewer	lf	\$28.82	3767	\$108,331	539	\$14,429	5639	\$161,245	10150	\$298,098	2578	\$75,000	\$608,000
8" Mainline Sewer	lf	\$30.69	828	\$25,287	0	\$0	5392	\$163,833	9759	\$295,407	1228	\$37,000	\$356,000
Standard Manhole	ea	\$1,900	85	\$161,500	65	\$124,500	65	\$124,500	126	\$240,900	15	\$27,000	\$684,000
CCTV and Corrosion Treatment Facility	1000gpd	\$7,000	21289	\$149,003	0	\$0	16568	\$115,976	31588	\$221,116	3864	\$27,000	\$238,000
Section Total				\$7,489,977		\$1,282,462		\$8,648,665		\$8,178,666		\$191,014	\$21,897,777
WATER													
12" Mainline Water	lf	\$41.00	9980	\$409,185	13070	\$535,852	3448	\$141,369	16014	\$656,568	0	\$0	\$1,743,000
10" Mainline Water	lf	\$35.70	28984	\$982,911	24975	\$891,823	15990	\$570,842	18186	\$649,245	5225	\$188,533	\$3,281,000
Fire Hydrants	ea	\$3,500	92	\$322,000	85	\$297,500	48	\$171,500	66	\$231,000	13	\$45,500	\$1,173,000
Blow off Valves	ea	\$1,650	23	\$37,950	27	\$44,550	31	\$51,150	50	\$82,500	4	\$6,500	\$223,000
Booster Pump Station	ea	\$550,000	2	\$1,100,000	0	\$0	0	\$0	0	\$0	1	\$550,000	\$1,650,000
Pressure Reducing Station	ea	\$145,000	2	\$290,000	2	\$290,000	2	\$290,000	2	\$290,000	1	\$145,000	\$1,305,000
Water Tank	1000gal	\$1,250	1000	\$1,250,000	0	\$0	1500	\$1,875,000	0	\$0	500	\$625,000	\$3,750,000
Misc. Fittings	lf	\$16.00	36944	\$591,104	39045	\$624,720	19438	\$311,008	34200	\$547,200	5225	\$83,600	\$2,142,000
Water Well	ls	\$650,000	2	\$1,300,000	2	\$1,300,000	1	\$650,000	1	\$650,000	1	\$650,000	\$4,550,000
Section Total				\$6,382,849		\$4,000,245		\$4,060,869		\$3,176,573		\$2,292,283	\$19,796,710
PRESSURE IRRIGATION													
12" PVC	lf	\$24.00	8956	\$1,666,847	14770	\$354,470	14623	\$350,953	42319	\$1,015,653	0	\$0	\$3,228,000
10" PVC	lf	\$21.00	28984	\$608,664	24975	\$524,484	15990	\$335,789	18186	\$381,909	5225	\$109,725	\$1,918,000
6" PVC	lf	\$16.50	1874	\$30,921	368	\$6,082	368	\$6,082	1058	\$17,457	0	\$0	\$57,000
4" PVC	lf	\$7.50	874	\$6,555	824	\$6,180	400	\$3,000	455	\$3,413	131	\$980	\$17,000
Misc. Fittings	lf	\$12.00	96268	\$1,155,216	40739	\$488,864	31378	\$376,540	62018	\$744,212	5356	\$64,266	\$2,829,000
Pump Station	1000gpm	\$50,000	5	\$250,000	0	\$0	5	\$250,000	0	\$0	0	\$0	\$500,000
Section Total				\$3,611,079		\$1,322,312		\$1,322,312		\$2,162,640		\$174,972	\$8,649,596
Sub-Total:													
\$21,897,777													
10% Contingency													
\$2,189,778													
\$24,087,555													



M3 EAGLE - UTILITY COSTS FOR INFRASTRUCTURE TO DEVELOP BULK LOTS

ITEM or DESCRIPTION	UNITS	UNIT COST	Phase 1		Phase 2		Phase 3		Phase 4		Phase 5		GRAND TOTAL
			QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	
Developable Acres			896		337		2110		1073		989		6005
Total # Sites			488		1996		2526		1852		281		7153
SEWER													
10" Mainline Sewer	ft	\$26.82	5825	\$156,227	21900	\$587,358	46525	\$1,247,801	19275	\$516,956	11700	\$313,794	\$2,822,135
8" Mainline Sewer	ft	\$20.68	17475	\$361,556	63700	\$1,359,233	139575	\$2,867,807	57825	\$1,196,399	35100	\$726,219	\$6,531,316
Standard Manhole	ea	\$1,800	93	\$167,400	350	\$630,000	744	\$1,339,200	308	\$554,400	187	\$336,600	\$3,027,600
Connections	ea	\$90	498	\$44,820	1996	\$179,640	2528	\$227,340	1852	\$166,680	281	\$25,290	\$643,770
4" Service Lines	ft	\$14	32370	\$453,180	129740	\$1,816,360	164190	\$2,298,660	120380	\$1,685,320	18285	\$255,710	\$6,509,230
CCTV and Compaction	ft	\$2.50	23300	\$58,250	87600	\$219,000	186100	\$465,250	77100	\$192,750	46800	\$117,000	\$1,052,250
Lift Station	100gpm	\$75,000	0	\$0	6	\$450,000	10	\$750,000	3.0	\$225,000	0	\$0	\$1,425,000
6" Forced Main	ft	\$18.50	0	\$0	8258	\$152,869	8232	\$151,828	6595	\$122,911	0	\$0	\$382,553
Section Total				\$1,241,434		\$5,379,598		\$9,351,885		\$4,646,322		\$1,774,613	\$22,394,000
WATER													
10" Mainline Water	ft	\$55.70	5625	\$312,525	20575	\$1,146,528	44375	\$2,484,188	16875	\$938,438	10550	\$586,635	\$3,505,740
8" Mainline Water	ft	\$24.00	17475	\$419,400	61725	\$1,481,400	133125	\$3,195,000	50625	\$1,215,000	31650	\$759,600	\$7,070,400
Single Service	ea	\$800.00	498	\$399,200	1996	\$1,596,800	2526	\$2,020,800	1852	\$1,481,600	281	\$224,800	\$5,722,400
Commercial Services	ea	\$4,000.00	0	\$0	9	\$36,000	29	\$116,000	45	\$180,000	27	\$108,000	\$440,000
Fire Hydrants	ea	\$3,500	58	\$203,000	206	\$721,000	444	\$1,554,000	106	\$371,000	106	\$371,000	\$3,440,500
Blow off Valves	ea	\$1,650	23	\$37,950	82	\$135,300	178	\$293,700	68	\$112,200	42	\$69,300	\$648,450
Booster Pump Station	ea	\$550,000	0	\$0	0	\$0	0	\$0	1	\$550,000	0	\$0	\$550,000
Pressure Reducing Station	ea	\$145,000	0	\$0	0	\$0	2	\$290,000	0	\$0	2	\$290,000	\$580,000
Misc. Fittings	ft	\$7.00	23300	\$163,100	82300	\$576,100	177500	\$1,242,500	67500	\$472,500	42200	\$295,400	\$2,749,600
Section Total				\$1,429,803		\$6,281,128		\$10,296,188		\$5,205,238		\$2,494,735	\$24,707,000
PRESSURE IRRIGATION													
10" PVC	ft	\$21.00	2039	\$42,814	7201	\$151,226	15531	\$326,156	5906	\$124,031	3683	\$77,543	\$721,770
6" PVC	ft	\$16.50	2621	\$43,251	9259	\$152,769	19969	\$329,484	7594	\$125,297	4748	\$78,334	\$729,135
4" PVC	ft	\$7.50	1165	\$8,738	4115	\$30,863	6875	\$51,563	3375	\$25,313	2110	\$15,825	\$147,900
Misc. Fittings	ft	\$7.00	5825	\$40,775	20575	\$144,025	44375	\$310,625	16875	\$118,125	10550	\$73,850	\$687,400
Pump Station	100gpm	\$0.00	6	\$0	6	\$0	6	\$0	6	\$0	6	\$0	\$0
Section Total				\$433,577		\$778,863		\$1,332,828		\$692,786		\$545,551	\$3,786,000
Sub-Total:				\$3,107,000		\$11,440,000		\$20,981,000		\$10,544,000		\$4,815,000	\$50,887,000
Contingency:				\$621,400		\$2,288,000		\$4,196,200		\$2,108,800		\$963,900	\$10,177,400
Total				\$3,728,400		\$13,728,000		\$25,177,200		\$12,652,800		\$5,778,900	\$61,064,400

- GENERAL ASSUMPTIONS:

All unit costs are based on one or more: recent local contractor prices, "Means CostWorks 2007" estimating software. All quantity assumptions are made based on preliminary layouts, bubble plan, sewer and water models which have been created to provide a more accurate estimate, however, assumptions made are subject to change as the bubble plan is revised or phase layouts are developed. This estimate has been completed in two parts. The first intends to include items pertinent to the overall development with the idea that bulk land parcels will be developed individually. The second intends to include items pertinent to develop the bulk land parcels into buildable lots. Estimate will be based on 5-phases as shown on the phase map and the Master plan.

Hard Costs:

- SEWER

Based on 10 State standards typical sewer service capacity at minimum slopes for partially full pipe. A gravity wastewater line has been estimated as needed in arterial and collector roadways to service bulk land parcels. The quantities of sewer pipe, layout, slopes, sizes and master plan may change as the bubble plan is updated or as individual site layouts and grading are completed. One (1) Standard Manhole per 250 lf of pipe. Lift stations and forced main are located per the sewer master plan. Lift stations will be built by the developer of individual bulk lots. Treatment Facility – cost of \$7/gpd based on a total demand of 2.4MGD

- WATER

Assumes 12" pipe in Arterials and 10" pipe in Collectors. Loops will be created with 8" throughout the bulk lots. Fire Hydrants: one (1) per 400 lf of water main. Blow off valves for connection of bulk lots based on the master plan. Fittings/Valves/Etc: per lf cost based on previous developments. Water Well locations based on water report. Pressure Reducing Station estimated as \$145k and assumed to be located where arterial roadways cross proposed pressure zone lines. Booster Pump Station estimated as \$550k and quantity assumed to be located where main lines cross pressure zones between the wells and the water tanks. Water Tank: A total of 3.0M gal required to be allocated to tanks.

- PRESSURE IRRIGATION

A 12" line will be located in all Arterials
A 10" line will be located in all Collectors
4"-10" line will be utilized to serve open space, golf course, etc.