

Form 1-222
12-92STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

DEC 07 2007

Department of Water Resources
Eastern Region

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

1. Name of Applicant Leigh Meadows Development LLC Phone (208) 354-2439Mailing Address 440205 E HWY 10, Welch, OK 74369Contact Person: Leigh Meadows Development LLC, David Chapman C/O Mark RockfellerContact Address: P.O. Box 604, Driggs, ID 83422

c/o Keith C. Wilson Rocky Mountain Environmental Associates, Inc.

482 Constitution, Ste 303

(208) 524-2353

Idaho Falls, ID 83402

Fax 208) 524-1795

A. PURPOSE OF TRANSFER

1. ☐ Change Point of Diversion ☐ Add diversion point(s) ☐ Change Place of use
☒ Change Nature of Use ☒ Change Period of Use ☒ Other Establish a permissible place of use.

2. Describe the reason for the proposed changes: Applicant proposes to reduce irrigated acres to 44.1 acres and use the 20.7 acres of right for mitigation to fill 7 ponds (7.2 ac surface area, 28.8 af volume) for recreation, wildlife, waterfowl, and fire protection storage. See attached mitigation Plan.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number Priority Amount Nature of Use Period of Use

22-480B	06/01/1892	0.42 cfs	Diversion to Storage	04/15 to 10/31
		28.8 af	Recreational Storage	01/01 to 12/31
		28.8 af	Fire Protection Storage	01/01 to 12/31
		0.91 cfs	Irrigation	04/15 to 10/31

2. Total amount of water being transferred 1.33 cubic feet per second and/or acre-feet per annum.3. Source of water North Leigh Creek tributary to Spring Creek

4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local Name for Diversion
		NE	SE	30	6N	46E	Teton	

5. Lands irrigated or place of use: Limited to 44.1 ac within a 64.8 acre permissible place of use

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
6N	45E	26											20.0	20.0					40.0
		26											R/F	R/F					
		35					6.8	18.0											24.8
		35					R/F	R/F											

* Irrigated acres limited to 44.1 acres within 64.8 acers

Total Acres 64.8*Lone Goose Environmental
3879 East 200 North
Rigby, ID 83442

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PART 1

8. General Information:

- a. Description of diversion system: Head gate to ditch to lateral ditches for irrigation and ponds for recreation, recreational storage, wildlife & waterfowl, and fire protection.
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? ☐ Yes ☒ No If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer: Land will no longer be irrigated.
- d. Remarks: Applicants propose to establish a permissible place of use by reducing 22-480B by 20.7 acres to 44.1 irrigated acres within the 64.8 acres of the place of use. Limiting irrigated acres to 44.1 ac will mitigate in order to fill seven ponds (7.2 ac surface area, 28.8 ac-ft volume) for recreation, wildlife & waterfowl, and fire protection storage. The ponds are to be lined and will be maintained by 0.13 cfs. See Attached Mitigation Proposal.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Right No. _____
 And said application is hereby _____, subject to the following limitations and
 conditions:

Witness my hand this _____ day of _____, 20__

 for the Director



Lone Goose Environmental
 3879 East 200 North
 Rigby, ID 83442

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

Right Number: 22-00480B

Name and Address: LEIGH MEADOWS DEVELOPMENT
440205 E HWY 10
WELCH, OK 74369

Source: NORTH LEIGH CREEK Tributary: SPRING CREEK

Water is delivered from Middle Leigh Creek.

Quantity: 1.33 CFS

Priority Date: 06-01-1892

Diversion Point: T06N R46E S30 SENE Within Teton County

Purpose and

Period of Use:	Purpose of Use	Period of Use	Quantity
	Irrigation	04-15 TO 10-31	1.33 CFS
	Stockwater	04-15 TO 10-31	.02 CFS

Place of Use: Irrigation Within Teton County
T06N R45E S26 SWSW 20 SESW 20
S35 NENW 6.8 NWNW 18
64.8 Acres Total

Stockwater Within Teton County
T06N R45E S26 SWSW
S35 NWNW

Other Provisions Necessary for Definition / Administration of this Water Right:

Explanatory Material: Basis of Claim - Decreed

Water is delivered through Ricks Canal.



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10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use? NO If yes, describe

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED N/A

(if the entire right is to be changed by the applicant, omit part B and C.)

1. Amount _____ cfs for _____ purposed from _____ to _____
2. Points of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local Name for Diversion

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total Acres

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change) N/A

1. Amount _____ cfs for _____ purposed from _____ to _____
- Amount _____ cfs for _____ purposed from _____ to _____
- Amount _____ cfs for _____ purposed from _____ to _____

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local Name for Diversion

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total Acres _____



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PART 3

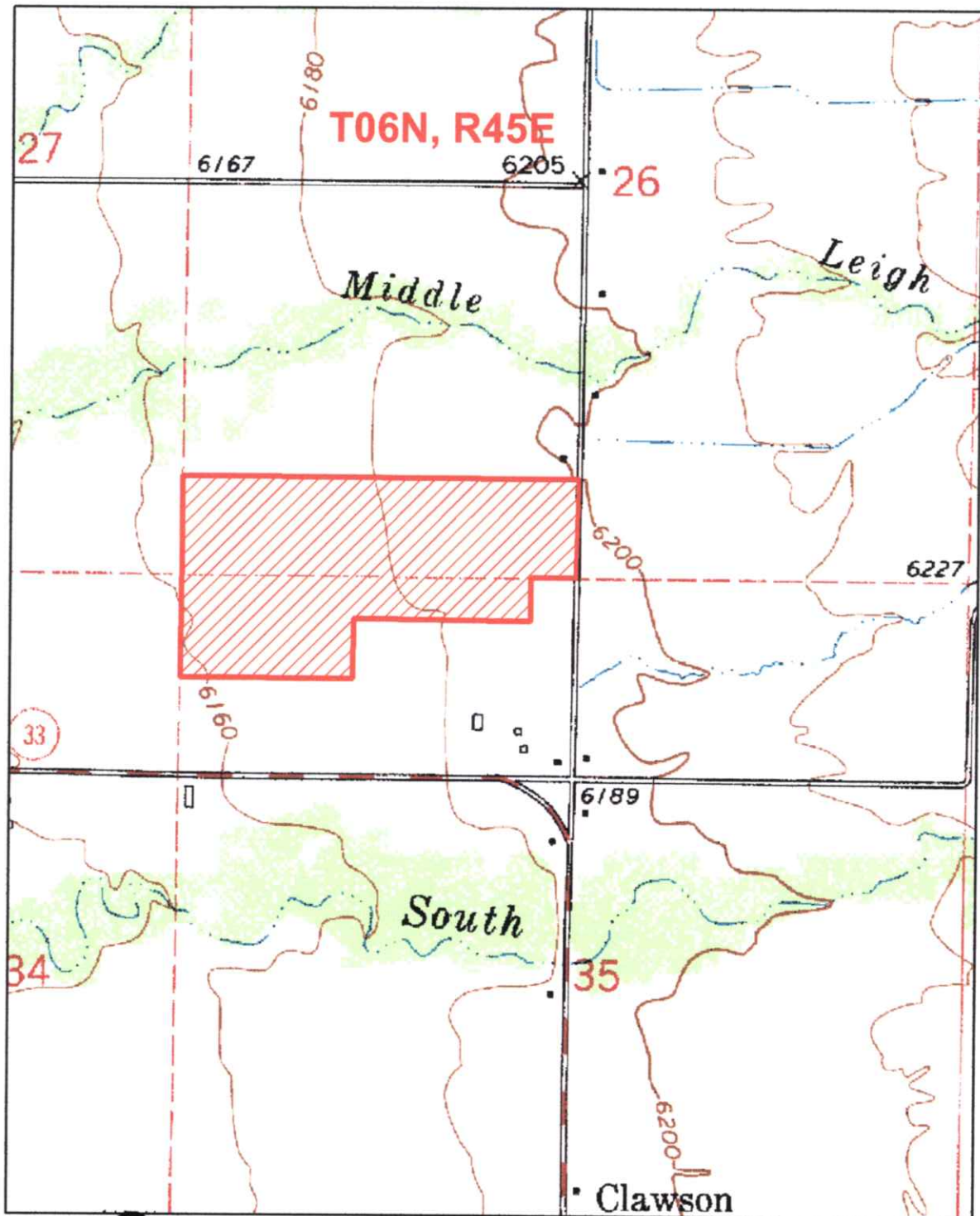
B. CHANGES IN NATURE OF USE

1. New Nature of Use	Amount (cfs/af-ac)	Hours/days/year	Period of use
<u>Diversion to Storage</u>	<u>0.42</u> cfs	<u>24 hr/200 days/yr</u>	<u>04/15</u> to <u>10/31</u>
<u>Fire Protection Storage</u>	<u>28.8</u> af	<u>24 hr/365 days/yr</u>	<u>01/01</u> to <u>12/31</u>
<u>Recreational Storage</u>	<u>28.8</u> af	<u>24 hr/365 days/yr</u>	<u>01/01</u> to <u>12/31</u>

2. Quantity and quality of return flows and location of discharge: There will be no outflow from the ponds.

3. Describe effects on other water uses resulting from the proposed change: The Pond Consumptive Use Calculations for the proposed ponds with 7.2 acres of total surface area requires 6.26 acres to be dried up for the pond. At a mean irrigation requirement of 2.00 afa the corresponding 7.2 acres of irrigated land would require 14.4 ac-ft (7.2 ac X 2.00 afa) for evapotranspiration (ET) which is greater than the calculated pond loss of 12.6 ac-ft for a net savings of 1.8 ac-ft [(14.4 ac-ft) - (12.6 ac-ft)]. A net positive effect would be of benefit for other water uses. With a volume of 28.8 ac-ft, and a total annual pond loss of 12.6 acre feet the seven ponds will have sufficient water carried over for fire protection without any need for replacement water during the non-irrigation season. There will be no diversion outside of the irrigation season. See Mitigation Plan.

Application for Transfer of Water Rights Leigh Meadows Place of Use Map



↑
E

0 550 1,100 2,200 Feet
USGS Topographic Map, Clawson Quadrangle

Rocky Mountain
ENVIRONMENTAL
ASSOCIATES, INC.

Page 7 of 7Transfer No. 74354

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.



(Signature of Applicant)

(Office/Position of Authority)

(Printed Name)

Subscribed and sworn to before me this 7th day of November, 20 07.

Gwendan SUE Hickman
Notary Public
My Commission expires: 08/18/2010

FOR DEPARTMENT USE ONLY

Transfer contains 7 pages and 31 attachments

Received by _____ Date _____ Protest filed by _____

Prelim check by _____ Fee 290-Receipted by SE Date 12/7/07 E033627Published in Teton Valley News Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd _____ By _____

Copy of transfer sent to lien holder _____



Lone Goose Environmental LLC
3879 East 200 North
Rigby, ID 83442

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Mitigation Proposal
Leigh Meadows, Driggs, Idaho
S½SW¼ Sec 26 & Fr. NW¼ Sec 35, T06N, R45E

The accompanying transfer is submitted on behalf of Leigh Meadows Development, LLC. C/O David Chapman, P.O. Box 604, Driggs, ID 83422. The entity proposes to develop seven ponds connected via ditches and pipes throughout the Leigh Meadows Subdivision. The seven ponds will have a total surface area of 7.2 acres with an average depth of 4 feet, and a total volume of 28.8 acre-feet. Each of the ponds will be lined to eliminate water loss from seepage and the system of ponds is to be developed such that there will be no constant flow through with only sufficient diversion to maintain the water level. There will be no diversion during the non-irrigation season.

The land on which Leigh Meadows Subdivision is to be situated has decreed water right 22-480B from North Leigh Creek for 1.33 cfs to irrigate 64.8 acres. Historically the land has been flood irrigated and used for pasture and alfalfa.

Using the data published by Allen and Robison, it has been determined that the historically irrigated crop, Alfalfa-Less frequent cuttings, has a consumptive volume of 2.00 acre-feet/acre which is the most accurate representation of the consumptive use on this property. The 2.00 ac-ft/ac consumptive use volume requires that 6.26 ac to be dried up for the ponds. The corresponding 7.2 acres of irrigated land would require 14.4 ac-ft (7.2 ac X 2.00 afa) for evapotranspiration (ET) which is greater than the calculated pond loss of 12.6 ac-ft for a net savings of 1.8 ac-ft [(14.4 ac-ft) - (12.6 ac-ft)]. The ET loss for the ponds was calculated using precipitation and evaporation values from the Tetonia Experiment Station 109065. The total volume for the first year, including fill and evaporation, is 41.4 acre-feet.

After the ponds are full, additional water will only be needed to compensate for ET losses during the months of April through October; all other months of the year have negligible evaporative losses. To maintain the level of the ponds a diversion rate of 0.13 cfs (0.1285 cfs) will account for the 12.6 acre-foot of ET losses. A diversion rate of 0.30 cfs (0.2956 cfs) is necessary for pond fill. The application is for the total diversion rate of 0.42 cfs for pond fill and for the annual ET losses (0.13 cfs + 0.30), even though there will be carryover storage the pond fill diversion rate will not always be needed. There will be no diversion outside of the irrigation season.

The applicant stipulates that at total build out Leigh Creek Meadows will provide a total of 14.8 acres or 29.6 acre-feet, for mitigation. This is calculated using the footprints of 7.2 ac of ponds, 6.1 ac of access roads, 0.2 ac of driveways, and 1.3 ac of homes. The access road footprint used the road length of 6691.5 ft and an assumed width of 40 ft (6691.5 ft X 40 ft/43560 ft²/ac = 6.1 ac). The driveway footprint used the county setback of 30 ft with an assumed width of 15 ft [(15 ft x 30 ft x 22 homes)/43560 ft²/ac = 0.227 ac = 0.2 ac]. The footprint of the houses assumed that each house was 2500 ft² [(2500 ft² x 22 homes)/43560 ft²/ac = 1.3 ac], and includes garages and out buildings.

The total volume for the first year, including fill and evaporation, is 41.4 ac-ft. The 41.4 ac-ft less the 29.6 ac-ft leaves only an additional 11.3 ac-ft or 5.7 ac (5.65 ac) necessary to provide for the 20.7 ac (6.26 ac pond ET + 14.4 ac pond fill) of mitigation. The applicant proposes to establish a permissible place of use by limiting irrigation to 44.1 ac (64.8 ac - 20.7 ac) within the 64.8 acres.

The 1.6 ac-ft of evaporative losses from the pond during the non-irrigation period of the year (October - April) plus 12.6 ac-ft (annual pond ET), a total of 14.2 ac-ft, can be delivered in 55.7 days at a diversion rate of 0.13 cfs (ET loss rate) or 19.9 days at 0.42 cfs (ET rate + Pond fill rate), so no additional mitigation will be necessary.

Prepared by Keith C. Wilson



Lone Goose Environmental
3879 East 200 North
Rigby, ID 83442

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Pond Consumptive Use Calculations
Climate Station: Teton Expermint Station, Idaho 109065
Leigh Meadows Development LLC

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Annual FFW Evaporation (inches)*	35	35	35	35	35	35	35	35	35	35	35	35	35
Monthly Distribution (%)**	1	2	4	7	12	15	19	16	11	6	4	3	100
Monthly FWS Evaporation (in/mo)	0.35	0.7	1.4	2.45	4.2	5.25	6.65	5.6	3.85	2.1	1.4	1.05	35
Avg. Total Precipitation (in/mo)**	1.72	1.1	1.04	1.28	2.08	1.82	1.06	1.07	1.28	1.28	1.1	1.46	16.3
Pond Loss (Evap. - Precip., in)	0	0	0.36	1.17	2.12	3.43	5.59	4.53	2.57	0.82	0.33	0	20.92
Pond Surface Area (acres)	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2
Total Pond Loss (ac-in)	0.0	0.0	2.6	8.4	15.3	24.7	40.2	32.6	18.5	5.9	2.4	0.0	150.6
Total Pond Loss (ac-ft)	0.0	0.0	0.2	0.7	1.3	2.1	3.4	2.7	1.5	0.5	0.2	0.0	12.6

Note: for months where precipitation exceeds evaporation, the resultant pond loss is set to zero

Irrigation Consumption	Crop = Alfalfa Less frequent cuttings
Mean Irrig. Requirement (in/seas.)***	24.1
Mean Irrig. Requirement (ft/seas.)***	611
Acres to dry up for pond use	6.26

*Molnau, Myron, Kpordze, Kojo C.S., and Craine, Katherine L., 1992. Monthly shallow pond evaporation in Idaho. ASAE paper PNW 92-111.

**Data obtained from the Western Regional Climate Center, Monthly Climate Summary, Period of Record 9/1/1905 to 5/31/1974. See attached.

***Precipitation Deficit values used synonymously with mean irrigation requirement. Values taken from Allen, Richard G. & Clarence W. Robison, 2006 (Revised 2007). Evapotranspiration & Consumptive Irrigation Water Requirements for Idaho, Research Technical Completion Report, Kimberly Research & Extension Center, University of Idaho,



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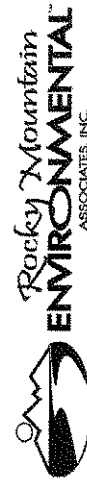
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Leigh Meadows Development LLC						
Original Ground Water Right =		Diversion Rate (cfs)	Place of Use (acres)	cfs per acre	AF per acre*	
		1.33	64.8	0.0205	2.00	
Amount of Water Needed For Evaporation		Pond Surface Area (acres)	Acres Equivalent to Evaporation	cfs required	AF required**	
		7.2	6.26	0.1285	12.6	
Amount of Water Needed for Pond Fill	Pond Depth	Pond Volume (AF)	Acres Equivalent to Pond Fill	cfs required	AF required	
	4	28.80	14.40	0.2956	28.8	
Total Water Needed for Transfer			For Evaporation	For Pond Fill	Total	
	cfs		0.1285	0.2956	0.4240	
	AF		12.60	28.80	41.40	
	acres		6.26	14.40	20.66	

*Value calculated from mean irrigation requirement of Alfalfa from Allen and Robison Report.

**Total evaporative losses calculated using precipitation & evaporative values for: Tetonia Experiment Station 109065

Applicant proposes to create a permissible place of use by reducing irrigated acres to 44.1 acres within 64.8 acres.



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TETONIA EXPERIMENT STN, IDAHO (109065)

Period of Record Monthly Climate Summary

Period of Record : 5/18/1952 to 6/30/2007

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Average Max. Temperature (F)	28.0	32.7	39.4	50.0	61.7	70.7	80.6	79.1	69.2	56.5	39.4	29.7	53.1
Average Min. Temperature (F)	5.8	8.8	15.8	25.5	33.2	39.7	45.2	43.3	35.6	27.1	16.6	8.1	25.4
Average Total Precipitation (in.)	1.72	1.10	1.04	1.28	2.04	1.81	1.06	1.07	1.28	1.28	1.10	1.46	16.26
Average Total SnowFall (in.)	12.1	1.7	1.3	1.0	0.4	0.0	0.0	0.0	0.3	0.6	4.0	7.8	29.2
Average Snow Depth (in.)	1	1	0	0	0	0	0	0	0	0	0	2	0

Percent of possible observations for period of record.

Max. Temp.: 90.9% Min. Temp.: 90.6% Precipitation: 94.1% Snowfall: 64.1% Snow Depth: 60.2%

Check [Station Metadata](#) or [Metadata graphics](#) for more detail about data completeness.

ET_{Idaho} --- Evapotranspiration and Consumptive Irrigation Water Requirements for Idaho

Tetonia Expermint Stn (NWS NOAA--109065)

Statistics based on 30 years between 1971 to 2004

For a different land cover or crop click on the above link.

You can highlight this table and copy via the clipboard to a Mircosoft Excel or OpenOffice spreadsheet to plot or otherwise work with this data.

Alfalfa - less frequent cuttings

Precipitation Deficit ([Click here for a graph](#))

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Growing Season ^a	Annual
Mean	mm/day												mm	
Monthly ^b	-0.59	0.16	0.30	0.57	1.71	5.26	5.27	5.25	2.58	0.41	-0.41	-0.42	611	611
15-Day Moving Average ^c	-0.66	0.05	0.35	0.48	1.66	5.26	5.21	5.21	2.37	0.49	-0.37	-0.38		
7-Day Moving Average ^d	-0.65	0.11	0.30	0.49	1.71	5.26	5.25	5.26	2.48	0.48	-0.43	-0.40		
3-Day Moving Average ^e	-0.61	0.15	0.29	0.54	1.69	5.26	5.25	5.25	2.56	0.42	-0.44	-0.41		



IDAHO SECRETARY OF STATE

Viewing Business Entity

Ben Yursa, Secretary of State

LEIGH MEADOWS DEVELOPMENT LLC

440205 E HWY 10
WELCH, OK 74369

Type of Business: LIMITED LIABILITY COMPANY

Status: EXISTING, ANREPT SENT 01 Oct 2007

State of Origin: IDAHO

Date of 01 Dec 2004

Origination/Authorization:

Current Registered Agent: MARK ROCKFELLER
253 S MAIN
DRIGGS, ID 83422

File Number: W34847

Date of Last Annual Report: 03 May 2007

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FILED EFFECTIVE



APPLICATION FOR REINSTATEMENT

To the SECRETARY OF STATE, STATE OF IDAHO

1. The name of the Idaho corporation / limited liability company / limited partnership / limited liability partnership applying for reinstatement following administrative dissolution or forfeiture, if available, is:

LEIGH MEADOWS DEVELOPMENT LLC

2. The date of its incorporation / organization was: December 1, 2004

3. The corporation / limited liability company / limited partnership / limited liability partnership hereby applies for reinstatement. If the entity name is unavailable, a certificate of amendment for a name change must be attached.

4. This application is accompanied by a current annual report, appointment of registered agent, or articles of amendment extending existence, as appropriate, and a filing fee of \$30.00.

Signature: [Signature]

Capacity/Title: Member

Date: 4-24-2007

(must be signed by a chairman of the board of directors, officer or partner of the corporation / LLC / LP / LLP)

Secretary of State use only

IDAHO SECRETARY OF STATE
64/27/2007 05:00
CR: 2486 CT: 212749 DI: 1836269
1 0 30.00 = 30.00 CORP REINS # 2



Lone Goose Environmental
3879 East 200 North
Rigby, ID 83442

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REINSTATEMENT

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No. W 34847 Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 FEE DUE \$30.00	Annual Report Form ADMIN DISSOLVED 03/09/2007 1. Mailing Address - Correct in this box, if applicable LEIGH MEADOWS DEVELOPMENT LLC 8858 E WOODLAND AVE 440205 E Hwy 10 QUEEN CREEK, AZ 85242 Welch, OK 74369	2. Registered Agent and Office NOT A P.O. BOX MARK ROCKFELLER 253 S MAIN DRIGGS, ID 83422 3. New registered agent signature																		
4. Corporations: Enter Names and Business Addresses of President, Secretary and Directors Limited Liability Companies: Enter Names and Addresses of management. Limited and Limited Liability Partnerships: Enter names and addresses of at least two (2) partners. <table border="1"> <thead> <tr> <th>Office held</th> <th>Name</th> <th>Street or P.O. Address</th> <th>City</th> <th>State</th> <th>Zip</th> </tr> </thead> <tbody> <tr> <td>Member</td> <td>David Chapman</td> <td>440205 E Hwy 10 Welch, OK 74369</td> <td>Welch</td> <td>OK</td> <td>74369</td> </tr> <tr> <td>Member</td> <td>Lane Chapman</td> <td>440205 E Hwy 10</td> <td>Welch</td> <td>OK</td> <td>74369</td> </tr> </tbody> </table>			Office held	Name	Street or P.O. Address	City	State	Zip	Member	David Chapman	440205 E Hwy 10 Welch, OK 74369	Welch	OK	74369	Member	Lane Chapman	440205 E Hwy 10	Welch	OK	74369
Office held	Name	Street or P.O. Address	City	State	Zip															
Member	David Chapman	440205 E Hwy 10 Welch, OK 74369	Welch	OK	74369															
Member	Lane Chapman	440205 E Hwy 10	Welch	OK	74369															
5. Organized under the laws of: IDAHO W 34847	6. Signature <u><i>David Chapman</i></u> Date <u>4-24-2007</u> Name (Typed or Printed) <u>David Chapman</u> Title <u>Member</u>																			

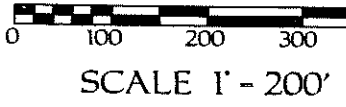
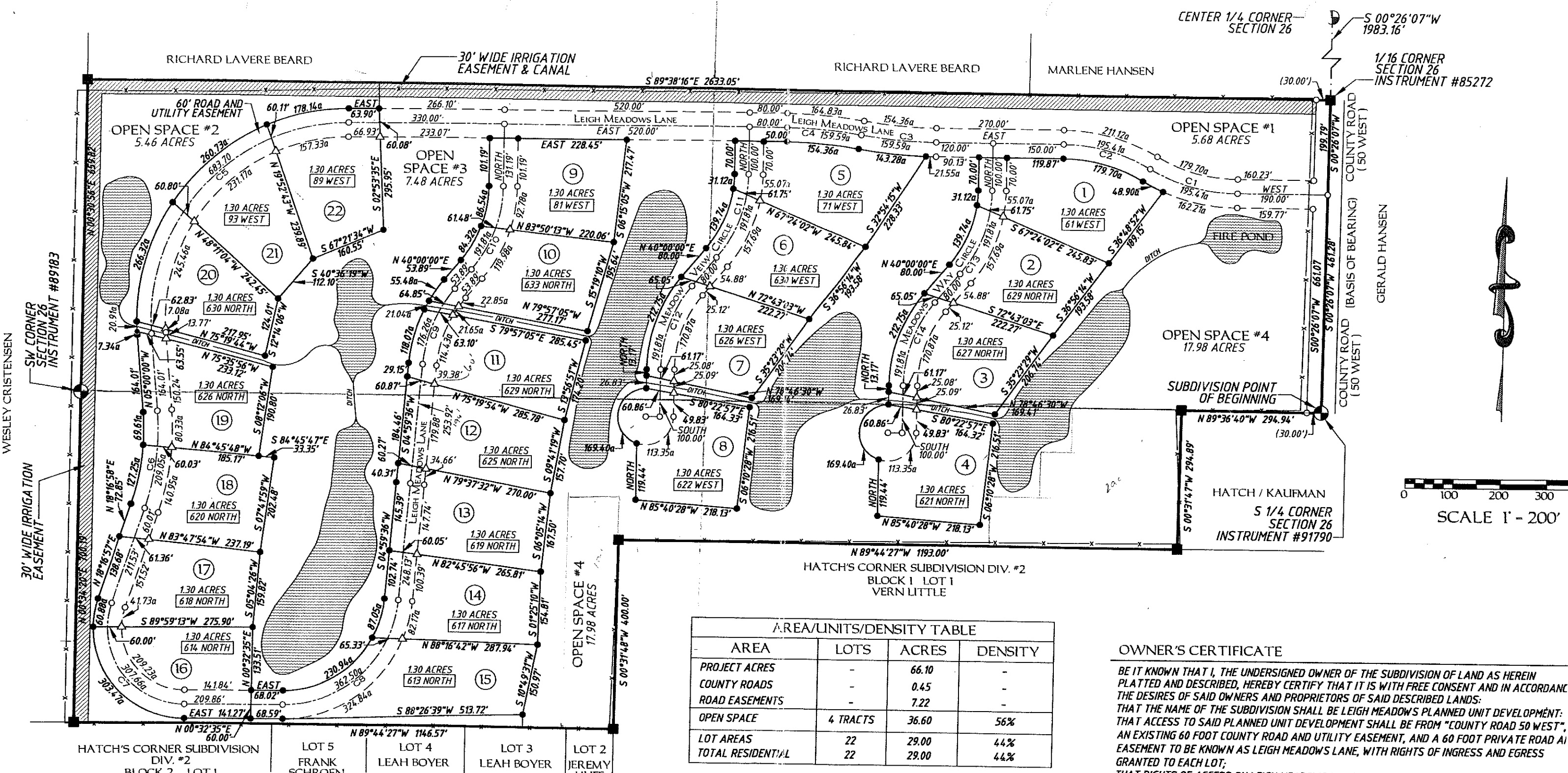
***** 04/10/2007 by CLH



Lone Goose Environmental
 3879 East 200 North
 Rigby, ID 83442

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AREA/UNITS/DENSITY TABLE			
AREA	LOTS	ACRES	DENSITY
PROJECT ACRES	-	66.10	-
COUNTY ROADS	-	0.45	-
ROAD EASEMENTS	-	7.22	-
OPEN SPACE	4 TRACTS	36.60	56%
LOT AREAS	22	29.00	44%
TOTAL RESIDENTIAL	22	29.00	44%

OWNER'S CERTIFICATE

BE IT KNOWN THAT I, THE UNDERSIGNED OWNER OF THE SUBDIVISION OF LAND AS HEREIN PLATTED AND DESCRIBED, HEREBY CERTIFY THAT IT IS WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS AND PROPRIETORS OF SAID DESCRIBED LANDS:

THAT THE NAME OF THE SUBDIVISION SHALL BE LEIGH MEADOWS PLANNED UNIT DEVELOPMENT; THAT ACCESS TO SAID PLANNED UNIT DEVELOPMENT SHALL BE FROM "COUNTY ROAD 50 WEST", AN EXISTING 60 FOOT COUNTY ROAD AND UTILITY EASEMENT, AND A 60 FOOT PRIVATE ROAD AN EASEMENT TO BE KNOWN AS LEIGH MEADOWS LANE, WITH RIGHTS OF INGRESS AND EGRESS GRANTED TO EACH LOT;

THAT RIGHTS OF ACCESS ON LEIGH MEADOWS LANE ARE GRANTED FOR NORMAL SERVICES, DELIVERY OF POLICE AND EMERGENCY SERVICES;

THAT THE PLANNED UNIT DEVELOPMENT IS SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF RECORD;

THAT THE PLANNED UNIT DEVELOPMENT IS SUBJECT TO ANY RIGHTS-OF-WAY OR EASEMENTS OF RECORD AND AS DEDICATED BY THIS PLAT;

THAT THE DEDICATED EASEMENTS AND OPEN SPACE ARE FOR THE USE OF SEWER, WATER, ELECTRIC TELEPHONE, CABLE TV AND OTHER UTILITIES AS APPROVED;

THAT THE PLANNED UNIT DEVELOPMENT IS SUBJECT TO THE RIGHT-TO-FARM ACT STATED IN ID. SECTION 22-4500 AND DOES RECOGNIZE THE NEIGHBORING LAND UNDER THIS LAW;

THAT ALL PLANNED UNIT DEVELOPMENT MAINTENANCE AND ANY LANDSCAPING HELD IN COMMON LOT OWNERS WILL BE THE RESPONSIBILITY OF THE LEIGH MEADOWS HOMEOWNERS' ASSOCIATION.

ASSESSOR'S CERTIFICATE

PRESENTED TO THE TETON COUNTY ASSESSOR ON THE FOLLOWING DATE FOR APPROVAL AND ACCEPTANCE.

COUNTY ASSESSOR _____ DATE _____

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL TAXES DUE HAVE BEEN PAID ON THE TRACT OF LAND AS SHOWN ON THIS PLAT.

COUNTY TREASURER _____ DATE _____

LEGEND

- SECTION CORNER - FOUND OR SET AS NOTED
- PROPERTY CORNER - SET IRON PIN WITH CAP INSCRIBED: AW ENG 2860
- 1/16TH CORNER - FOUND OR SET AS NOTED
- LOT CORNER & ROAD CENTERLINE - SET 5/8" IRON PIN WITH CAP INSCRIBED: AW ENG 2860
- PC / PT - SET 1/2" X 24" IRON PIN

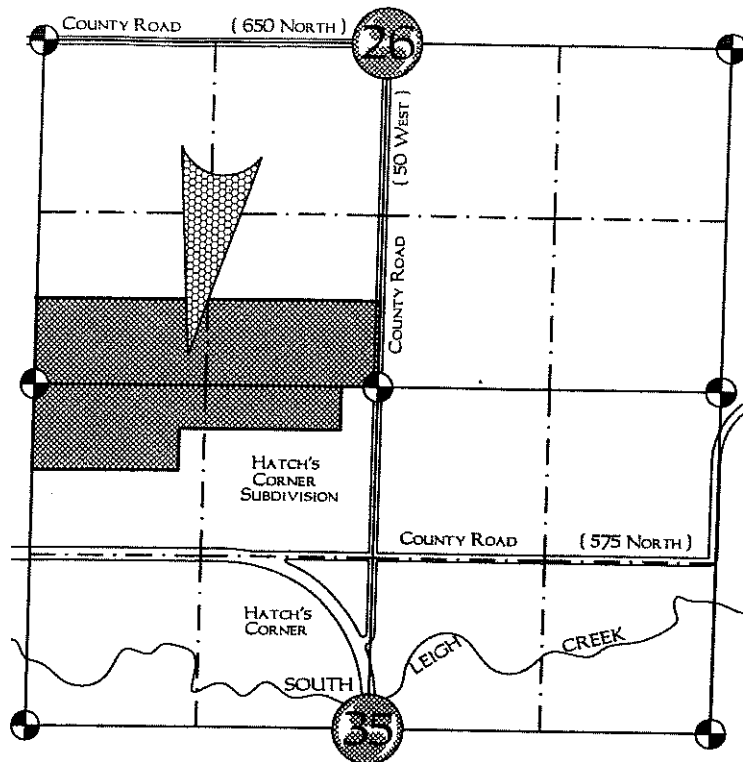
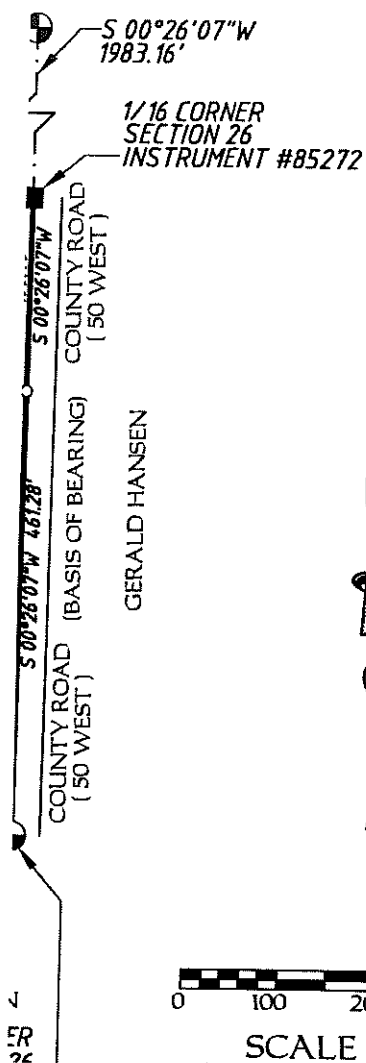
PLANNED UNIT DEVELOPMENT NOTES

Total Project 66.10 acres County Road 0.45 acres
Total Open Space 36.60 acres

1. AVERAGE LOT SIZE, 1.30 ACRES
2. SEWER SYSTEM IS INDIVIDUAL SEPTIC
3. WATER SYSTEM IS INDIVIDUAL WELLS
4. SOLID WASTE DISPOSAL BY VOORHEES

DESCRIPTION OF LANDS BEING DIVIDED:

PART OF THE SE 1/4 SW 1/4 OF SECTION 26 & THE NE 1/4 NW 1/4 OF SECTION 35, TWP 6N, RNG 4E, B.M. TETON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS:



VICINITY MAP

SECTIONS 26 AND 35, TWP. 6N.,
RNG. 45E., B.M., TETON COUNTY, IDAHO

LEGEND

	SECTION CORNER - FOUND OR SET AS NOTED
	PROPERTY CORNER - SET IRON PIN WITH CAP INSCRIBED: AW ENG 2860
	1/16TH CORNER - FOUND OR SET AS NOTED
	LOT CORNER & ROAD CENTERLINE - SET 5/8" IRON PIN WITH CAP INSCRIBED: AW ENG 2860
	PC / PT - SET 1/2" X 24" IRON PIN WITH PLASTIC CAP (WHEN NOT AN OFFSET CORNER)
	OFFSET CORNER - SET 5/8" IRON PIN W/ CAP INSCRIBED: AW ENG 2860
	SUBDIVISION BOUNDARY LINE
	LOT BOUNDARY
	SECTIONAL BREAKDOWN LINE
	LOT ADDRESS
	EASEMENT - TYPE AND WIDTH AS NOTED
	PROPOSED POND
	FENCE LINE

PLANNED UNIT DEVELOPMENT NOTES

- Total Project 66.10 acres County Road 0.45 acres
Total Open Space 36.60 acres
1. AVERAGE LOT SIZE, 1.30 ACRES
 2. SEWER SYSTEM IS INDIVIDUAL SEPTIC
 3. WATER SYSTEM IS INDIVIDUAL WELLS
 4. SOLID WASTE DISPOSAL BY VOORHEES
 5. NO KNOWN WILDLIFE MIGRATION ROUTES EXIST ON PROJECT
 6. NO FLOODPLAINS EXIST WITHIN THIS PROJECT
 7. PROJECT IS ZONED ARR-2.5
 8. ROAD LENGTH 6691.54 LIN. FT.
 9. COUNTY STANDARD SETBACKS:

FRONT	30'
SIDE	30'
REAR	40'

74354

88031

165728

WARRANTY DEED

Order No.: 3070424 (11-G)

FOR VALUE RECEIVED

David Chapman and Lana Chapman, husband and wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Leigh Meadows Development, LLC

whose current address is

8659 E. Woodland Ave.
Queen Creek, AZ 85242

the grantee(s), the following described premises, in Teton County, Idaho, TO WIT:

A part of Sections 26 and 36, Township 6 North, Range 45 East of the Boise Meridian, Teton County, Idaho, being further described as:

Commencing at the North quarter corner of said Section 35, the point of beginning; thence N 89°38'40" W 294.94 feet along the northern section line of said section 35 to a point; thence S 00°31'47" West 294.89 feet to a point; thence N 89°44'27" W 934.17 feet to a point; thence N 00°26'08" E 957.46 feet to a point on the north line of the South half of the South half of the Southwest quarter of said section 26; thence S 89°38'18" E 1228.59 feet along the North line of the South half of the south half of the Southwest quarter to the Northeast corner of the South half of the South half of the Southwest quarter of said section 26; thence S 00°26'08" W 881.05 feet along the East line of the Southwest quarter of said section 26 to the point of beginning.

Instrument # 165724

DRIGGS, TETON, IDAHO

2005-01-11

0548:17 No. of Pages: 1

Recorded for: ALLIANCE TITLE & ESCROW

NOLAN G. BOYLE

Fee: 3.00

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 12/24/2004 1-04-2005 LC

David Chapman

Lana Chapman



State of Arizona

County of Maricopa

On this 4 day of January in the year 2005 before me, a Notary Public in and for said state, personally appeared DAVID & LANA CHAPMAN known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that executed the same.

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

Beth Hoopes
Notary Public for the State of Arizona
Residing at:
Commission Expires:

165728

RECEIVED

JAN 11 2005

TETON CO. CLERK & RECORDER

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WARRANTY DEED

For Value Received John Parker and Beverly Parker, husband and wife, as to an undivided 33.333% interest; Peter Lipovac, a single man, as to an undivided 46.667% interest; Jerry Hong and Angela Hong, husband and wife, as to an undivided 20.00% interest.

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Leigh Meadows Development, LLC, an Idaho limited liability company

whose address is: 8659 East Woodland Ave, Queen Creek, AZ 85242

Hereinafter called the Grantee, the following described premises situated in Teton County, Idaho, to-wit:

RECEIVED

APR 12 2005

TETON CO., ID
CLERK RECORDER

A parcel of land lying due West and to be added to property described in deed # 162849, located in Section 26 and 35, Township 6 North, Range 45 East, Boise Meridian, Teton County, Idaho. This parcel being further described as:

From the North Quarter corner of Section 35, Township 6 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running; thence N89°36'40" W, 294.94 feet, along the North section line; thence S00°31'47" W, 294.89 feet to a point; thence N89°44'27" W, 934.17 feet to the POINT OF BEGINNING; thence N89°44'27" W, 252.47 feet to a point; thence N00°26'08" E, 957.94 feet to a point; thence S89°38'16" E, 252.47 feet to a point; thence S00°26'08" W, 957.48 feet to the point of beginning.

SEE ATTACHED RESERVATIONS AND RESTRICTIONS:

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the 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:

John Parker

Beverly Parker

Peter Lipovac

Jerry Hong

Angela Hong

Instrument # 167398

BOOKED, TETON, IDAHO

2005-04-12

02:51:23 No. of Pages: 6

Recorded for: FIRST AMERICAN TITLE

WILLIAM G. BOYLE

Deputy Clerk Recorder

Notary for TETON, IDAHO

167398

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10 831

STATE OF Idaho

),ss.

COUNTY OF

On this day of April, 2005, before me, a Notary Public, personally appeared John Parker and Beverly Parker, known or identified to me (or proved to me on the oath of), to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public of Idaho
Residing at:
Commission Expires:

STATE OF Idaho

),ss.

COUNTY OF

On this day of April, 2005, before me, a Notary Public, personally appeared Peter Lipovec, known or identified to me (or proved to me on the oath of), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public of Idaho
Residing at:
Commission Expires:

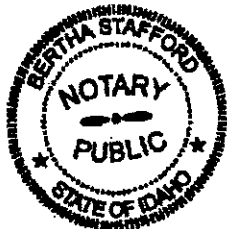
STATE OF Idaho

),ss.

COUNTY OF Bonneville

On this 8th day of April, 2005, before me, a Notary Public, personally appeared Jerry Hong and Angela Hong known or identified to me (or proved to me on the oath of), to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Bertha Stafford
Notary Public of Idaho
Residing at: Idaho Falls, ID
Commission Expires: 1-27-11



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WARRANTY DEED

For Value Received John Parker and Beverly Parker, husband and wife, as to an undivided 33.333% interest; Peter Lipovac, a single man, as to an undivided 46.667% interest; Jerry Hong and Angela Hong, husband and wife, as to an undivided 20.00% interest.

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Leigh Meadows Development, LLC, an Idaho limited liability company

whose address is: 8650 East Woodland Ave, Queen Creek, AZ 85242

Hereinafter called the Grantee, the following described premises situated in Teton County, Idaho, to-wit:

A parcel of land lying due West and to be added to property described in deed # 162848, located in Section 28 and 35, Township 6 North, Range 45 East, Boise Meridian, Teton County, Idaho. This parcel being further described as:

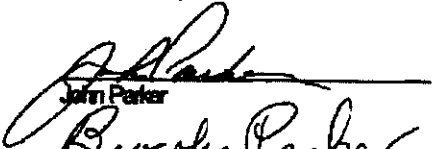
From the North Quarter corner of Section 35, Township 6 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running; thence N89°36'40" W, 294.94 feet, along the North section line; thence S00°31'47" W, 294.89 feet to a point; thence N89°44'27" W, 934.17 feet to the POINT OF BEGINNING; thence N89°44'27" W, 252.47 feet to a point; thence N00°26'06" E, 957.94 feet to a point; thence S89°36'16" E, 252.47 feet to a point; thence S00°26'06" W, 957.48 feet to the point of beginning.

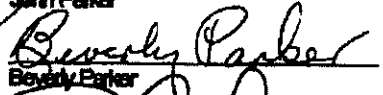
SEE ATTACHED RESERVATIONS AND RESTRICTIONS:

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the 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: 4/8/05


John Parker


Beverly Parker


Peter Lipovac

Jerry Hong

Angela Hong

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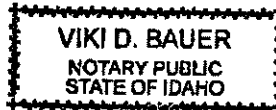
12 88 31

STATE OF Idaho

COUNTY OF Bingham ^{yes}

On this 8 day of April, 2005, before me, a Notary Public, personally appeared John Parker and Beverly Parker, known or identified to me (or proved to me on the oath of), to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Viki D. Bauer
Notary Public of Idaho
Residing at: Blackfoot Id
Commission Expires: 3/29/08

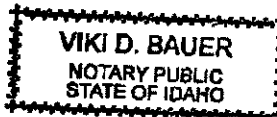


STATE OF Idaho

COUNTY OF ^{yes}

On this 8 day of April, 2005, before me, a Notary Public, personally appeared Peter Lipovac, known or identified to me (or proved to me on the oath of), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Viki D. Bauer
Notary Public of Idaho
Residing at: Blackfoot Id
Commission Expires: 3/29/08



STATE OF Idaho

COUNTY OF ^{yes}

On this day of April, 2005, before me, a Notary Public, personally appeared Jerry Hong and Angela Hong known or identified to me (or proved to me on the oath of), to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public of Idaho
Residing at:
Commission Expires:

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RESERVATIONS:

- (1) Reserving however unto the Grantors the right and privilege to build the one single-family residence as allowed by Teton County Zoning Ordinances. In accepting this delivery of this deed the Grantees acknowledges that no building permits may be issued to the Grantees unless Grantees obtains an approved subdivision plat for the property transferred to the Grantees by this deed.
- (2) Reserving unto the Grantors a 60-foot roadway and utility easement as more particularly described in that certain Easement Agreement executed by the Grantors and the Grantees as Sellers and Buyers and recorded on August 13, 2004 as Instrument Number 162851.
- (3) Reserving unto the Grantors a 20-foot ditch easement as more particularly described in that certain Easement Agreement executed by the Grantors and the Grantees as Sellers and Buyers and recorded on August 13, 2004 as Instrument Number 162851.

RESTRICTIONS:

The following provisions will restrict the use of the property being conveyed by this deed.

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances and to preserve and support appreciation of property values for the benefit of the property being transferred (the "Subject Property" as described above) These restrictions will be some covenants running with the land are imposed upon the owners, their heirs, successors, assigns and lessees of the Subject Property.

The restrictions are as follows:

- (1) No mobile or modular homes allowed for either temporary or permanent use or for storage.
- (2) Should the property be subdivided, lots may not be smaller than 2.5 acres. Each such lot will be limited to having one single-family residential structure with one attached or detached garage, one guesthouse and one storage building. The single-family residence structure will be of new construction, consist of a minimum of 1,800 square feet of interior living space on the main (grade) level, exclusive of garage, decks, carports or attachments and will not exceed a height of 30 feet from a natural grade. Residential structures will have a minimum of six (6) outside corners and the two largest roof surfaces will have a minimum pitch or slope of 5/12. Any guesthouse will be built only after the construction of the primary residence and will be no larger than 1,000 square feet of interior living space. Any garage will be located within 100 feet of the primary residence. Any storage building will be located within 150 feet of the primary residence. The primary residence, guesthouse and garage will be of similar architectural features and the sum total of all building will not exceed 8,000 square feet. The guesthouse may be rented only on a short term basis, for a term not to exceed one month per separate renter user of a group, so as to disallow long term rentals and to prohibit more than one single-family residence per lot. All structures will have exterior colors of earthen tones. No metal siding with vertical lines or vertical paneling will be used on structure exteriors.
- (3) The Subject Property and the Remainder Property will each be governed by an architectural committee elected by the majority of the respective owners of lands within the property, one for the Subject Property and another for the Remainder Property.

Each architectural committee will govern the property within its purview but both will govern according to these minimum restrictions, provided, however, the owners of a majority of the lots within the Subject Property or a majority of the lots within the Remainder Property may choose to develop the Subject Property to restrictions that are more restrictive than the provision set out in this deed.

- (4) Prior to construction or any improvements all owners will submit site plans, elevations and floor plans to the architectural committee governing the property upon which the construction is contemplated for review and approval. The majority of the owners of all lots within the respective property group will have the right to stop the construction of any improvements that do not conform to these minimum provisions.

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- (5) 4 heads of livestock will be allowed on each 2.5 acres of property, provided however no more than 2 of the 4 heads of livestock may be horses.
- (6) All feed will be stored inside a barn or storage building. No freestanding hay or haystacks will be allowed outside of the barn or storage building.
- (7) There will be no pigs, flocks of birds, emus, sled dogs or dog kennels allowed upon the premises. Dogs will be maintained so as too not become a nuisance. Any nuisance will be subject to being governed by a 2/3 vote of the owners of the Subject Property and 2/3 vote of the owners of the Remainder Property as it relates to property within the Remainder Property to decide how to control the animals or to set the penalty which may be imposed upon any owner who violates this provision.
- (8) All accumulated materials, building materials, vehicles, equipment and personal property items will be stored inside structures.
- (9) Other than home occupations, craftsman or artisan activities all of which will be maintained inside structures, no commercial activity will be allowed on the property subject of this deed. This provision will not exclude breeding of livestock.
- (10) The Subject Property and the Remainder Property are currently used for agricultural purposes. Each owner will have the right to continue agricultural activity. The properties may have to continue agricultural activity. The properties may have separate and different uses of the other property. In the event that a property does not become developed as residential property, it does not have to conform to the provision of this document. If the owner wishes to continue agricultural use, there may be open and uncovered storage of agricultural crops developed on the premises. If the owners' converts property to residential use, the storage of agricultural crops will be within roofed structures which incorporate siding or opaque screening so as too not be visible from neighboring property and will be in accordance with the above provisions and these restrictions will apply to all property converted to or subdivided for residential use.
- (11) The subject and remainder properties will have the right to amend these provisions by mutual consent of the owners of the Subject Property and the Remainder Property and the resulting amendments will govern the use of all lands within the Subject Property and the Remainder Property as provided in this deed.
- (12) These restrictions constitute a mutual covenant running with the land and all successive future owners of the Subject Property and the Remainder Property will have the same rights and responsibilities as the Grantors and Grantees herein to invoke and enforce the provisions of these restrictions, though no party will be obligated to enforce these restrictions at the demand of other owners, their successors or assigns.
- (13) Any costs, to include reasonable legal fees, incurred as a result of the enforcement of these restrictions will be paid by the defaulting or violation party.

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RECEIVED

AUG 13 2004

TETON CO. ID
CLERK RECORDER

162849

T-11794

First American Title Company

WARRANTY DEED**1. Date**August 10, 2004

Instrument # 162849

DRIGGS, TETON, IDAHO

2004-08-13

04:10:27 No. of Pages: 8

Recorded for: FIRST AMERICAN TITLE

NOLAN G. BOYLE

Fee: 24.00

Ex-Officio Recorder Deputy M. Green

Index to: DEED, WARRANTY

2. Parties*Grantors: Peter Lipovac who is also known as Peter Anthony Lipovac, an unmarried man,**Jerry Hong, a married man joined in by Angela Hong, his wife, and John Parker and Beverly Parker, husband and wife.**Current address:**C/O Peter Lipovac
Route 3, Box 282
Blackfoot, ID 83221**Grantees: David Chapman and Lana Chapman**Current address:**_____, AZ _____***3. Property***Idaho County: Teton**Transferred Interest: Grantors' entire fee simple**Property Address:**No address has yet been assigned to the real property being sold**Approximate Number of Acres: 25 acres**Description:**A part of Sections 26 and 35, Township 6 North, Range 45 East of the Boise Meridian, Teton County, Idaho, being further described as:**Commencing at the North quarter corner of said Section 35, the point of beginning; thence N 89°38'40" W 294.94 feet along the northern section line of said section 35 to a point; thence S 00°31'47" West 294.89 feet to a point; thence N 89°44'27" W 934.17 feet to a point; thence N 00°26'08" E 957.48 feet to a point*

162849

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16 of 31

~~934.17 feet to a point; thence N 00°26'08" E 957.48 feet to a point~~
on the north Line of the South half of the South half of the
Southwest quarter of said section 26; thence S 89°38'16" E
1229.59 feet along the North line of the South half of the south half
of the Southwest quarter to the Northeast corner of the South half
of the South half of the Southwest quarter of said section 26;
thence S 00°26'08" W 661.05 feet along the East line of the
Southwest quarter of said section 26 to the point of beginning.

Together with all improvements, water, water rights, ditches, ditch rights, easements,
tenements, hereditaments, appurtenances, reversions, remainders, rents, issues, and
profits.

4. Reservations

- (A) Reserving however unto the Grantors the right and privilege to build the one single-family residence as allowed by Teton County Zoning Ordinances. In accepting this delivery of this deed the Grantees acknowledges that no building permits may be issued to the Grantees unless Grantees obtains an approved subdivision plat for the property transferred to the Grantees by this deed.
- (B) Reserving unto the Grantors a 60-foot roadway and utility easement as more particular described in that certain Easement Agreement and Right of First Refusal executed by the Grantors and the Grantees as Sellers and Buyers and recorded on the same day this deed is recorded.
- (C) Reserving unto the Grantors a 20-foot ditch easement as more particular described in that certain Easement Agreement and Right of First Refusal executed by the Grantors and the Grantees as Sellers and Buyers and recorded on the same day this deed is recorded.

5. Subject to:

- (A) Rights of way for roads and ditches now existing on the property plus all easements and rights-of-way of record, if any, covenants, restrictions, reservations, applicable building and zoning ordinances, use regulations and restrictions, and accruing taxes.
- (B) Subject to a county road and utility easement along the eastern property line.
- (C) Subject to a 60-foot road and utility easement as identified above.
- (D) Subject to a 20-foot ditch easement as identified above.
- (E) Taxes and assessments for 2004 and all subsequent years.

- (F) All facts, rights, claims and interest ascertainable by inspection of the property or by inquiry of persons in possession.
- (G) Unpatented mining claims, reservations and exceptions and patents or in acts authorizing their issuance or otherwise of record.

6. Restrictions:

The following provisions shall restrict the use of the property being conveyed by this deed.

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances and to preserve and support appreciation of property values for the benefit of the property being transferred (the "Subject Property" as described above) and for the benefit of property the sellers are retaining (the "Remainder Property" as described below.). These restrictions shall be a covenant running with the land and are imposed upon the owners, their heirs, successors, assigns and lessees of the Subject Property and the Remainder Property as follows.

The "Remainder Property" is described as follows, to wit:

A part of Section 26 and 35, Township 6 North, Range 45 East of the Boise Meridian, Teton County Idaho, being further described as:

Commencing at the Southwest corner of said section 26, the point of beginning; thence N 00°30'56" E 659.82 feet along the Western Section line to the Northwest corner of the South half of the South half of the Southwest quarter of said section 26; thence S 89°38'16" E 1403.46 feet along the North line of the South half of the South half of the Southwest quarter of said section 26 to a point; thence South 00°26'08" W 957.48 feet to a point; thence N 89°44'27" W 258.83 feet to a point; thence S 00°31'48" W 400.00 feet to a point; thence N 89°44'27" W 1146.57 feet to a point; thence N 00°34'20" E 700.19 feet to the point of beginning.

In imposing these restrictions, the Sellers agree that any construction upon the Remainder Property and any transfer or subdivision of the Remainder Property will be subject to the same restrictions.

The restrictions are as follows:

1. No mobile or modular homes allowed for either temporary or permanent use or for storage.
2. Should the property be subdivided, lots may not be smaller than 2.5 acres. Each such lot shall be limited to having one single-family residential structure with one attached or detached

garage, one guesthouse and one storage building. The single-family residence structure shall be of new construction, consist of a minimum of 1,800 square feet of interior living space on the main (grade) level, exclusive of garage, decks, carports or attachments and shall not exceed a height of 30 feet from natural grade. Residential structures shall have a minimum of six (6) outside corners and the two largest roof surfaces shall have a minimum pitch or slope of 5/12. Any guesthouse shall be built only after the construction of the primary residence and shall be no larger than 1,000 square feet of interior living space. Any garage shall be located within 100 feet of the primary residence. Any storage building shall be located within 150 feet of the primary residence. The primary residence, guesthouse and garage shall be of similar architectural features and the sum total of all building shall not exceed 8,000 square feet. The guesthouse may be rented only on a short term basis, for a term not to exceed one month per separate renter user or group, so as to disallow long term rentals and to prohibit more than one single-family residence per lot. All structures shall have exterior colors of earthen tones. No metal siding with vertical lines or vertical paneling shall be used on structure exteriors.

3. The Subject Property and the Remainder Property shall be each be governed by an architectural committee elected by the majority of the respective owners of lands within the property, one for the Subject Property and another for the Remainder Property

Each architectural committee will govern the property within its purview but both shall govern according to these minimum restrictions, provided, however, the owners of a majority of the lots within the Subject Property or a majority of the lots within the Remainder Property may choose to develop the Subject Property to restrictions that are more restrictive than the provision set out in this deed.

4. Prior to construction of any improvements all owners shall submit site plans, elevations and floor plans to the architectural committee governing the property upon which the construction is contemplated for review and approval. The majority of the owners of all lots within the respective property group shall have the right to stop the construction of any improvements that do not conform to these minimum provisions.
5. 4 head of livestock shall be allowed on each 2.5 acres of property, provided however no more than 2 of the 4 head of livestock may be horses.

6. All feed shall be stored inside a barn or storage building. No freestanding hay or haystacks shall be allowed outside of the barn or storage building.
7. There shall be no pigs, flocks of birds, emus, sled dogs or dog kennels allowed upon the premises. Dogs shall be maintained so as to not become a nuisance. Any nuisance shall be subject to being governed by a 2/3 vote of the owners of the Subject Property as it relates to land within the Subject Property and 2/3 vote of the owners the Remainder Property as it relates to property within the Remainder Property to decide how to control the animals or to set the penalty which may be imposed upon any owner who violates this provision.
8. All accumulated materials, building materials, vehicles, equipment and personal property items shall be stored inside structures.
9. Other than home occupations, craftsman or artisan activities all of which shall be maintained inside structures, no commercial activity shall be allowed on the property subject of these deed. This provision shall not exclude breeding of livestock.
10. The Subject Property and the Remainder Property are currently used for agricultural purposes. Each owner shall have the right to continue agricultural activity. The properties may have separate and different uses, such as agriculture, without having to conform to the uses of the other property. In the event that a property does not become developed as residential property, it does not have to conform to the provisions of this documents. If the owner wishes to continue agricultural use, there may be open and uncovered storage of agricultural crops developed on the premises. If the owners converts property to residential use, the storage of agricultural crops shall be within roofed structures which incorporate siding or opaque screening so as to not be visible from neighboring property and shall be in accordance with the above provisions and these restrictions will apply to all property converted to or subdivided for residential use.
11. The subject and remainder properties shall have the right to amend these provisions by mutual consent of the owners of the Subject Property and the Remainder Property and the resulting amendments shall govern the use of all lands within the Subject Property and the Remainder Property as provided in this deed.
12. These restrictions constitute a mutual covenants running with the land and all successive future owners of the Subject Property and the Remainder Property shall have the same rights and responsibilities as the Grantors and Grantees herein to invoke and enforce the provisions of these restrictions, though no party

shall be obligated to enforce these restrictions at the demand of other owners, their successors or assigns.

13. Any costs, to include reasonable legal fees, incurred as a result of the enforcement of these restrictions shall be paid by the defaulting or violating party.

7. Consideration

Ten Dollars and other good and valuable consideration, receipt of which is acknowledged.

8. Grant

Grantors, for the consideration listed above hereby grant, bargain, sell, convey and confirms to Grantees, their heirs, successors and assigns, the transferred interest in the property described in this deed.

9. Warranties

Grantors, for themselves, their heirs, successors and assigns, covenants with Grantees, their heirs, successors, and assigns as follows:

Grantors are currently the owner of the property as described in this deed.

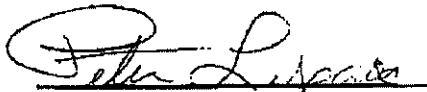
Grantors have good right to convey the property described in this deed to Grantees.

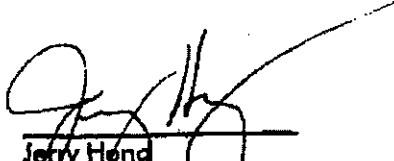
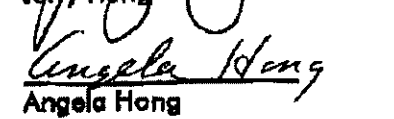
The property described in this deed is free from all encumbrances, except as otherwise shown in this deed or of record.

Grantors and their heirs and successors will forever warrant and defend the quiet and peaceful possession of the property granted by this deed to Grantees, their heirs, successors and assigns against the lawful claims of all persons.

10. Construction

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.


Peter Lipovac


Jerry Hong

Angela Hong

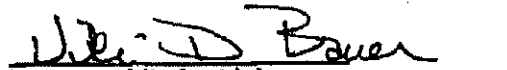

John Parker

Beverly Parker

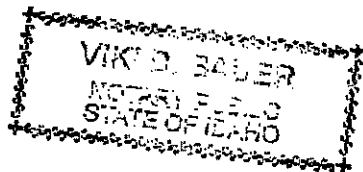
STATE OF IDAHO)
) ss.
County of Bingham)

On this 11 day of August, 2004 personally appeared before me, the undersigned, a Notary Public in and for said State, Peter Lipovac known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.


Notary Public for Idaho
Residing at: Blackfoot
My commission expires: 3/29/08

(SEAL)



162849

Warranty Deed, Page 7

74354

22 831

STATE OF IDAHO

County of Bingham
County of Bonneville

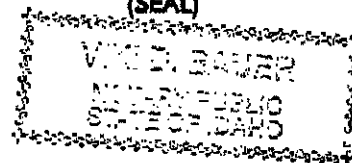
52

On this 11th day of August, 2004, before me, Viki D. Bauer, an Idaho notary public, personally appeared Jerry Hong and Angela Hong, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

In witness, I have set my hand and affixed my official seal the day and year in this certificate first above written.

Viki D. Bauer
Notary Public for Idaho
Residing at: Blackfoot
Commission expires: 3/29/08

(SEAL)



STATE OF IDAHO

County of Bingham

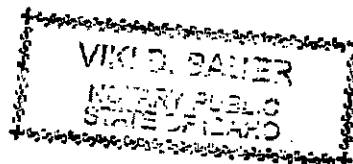
53

On this 10 day of August, 2004, before me, Viki D. Bauer, an Idaho notary public, personally appeared John Parker and Beverly Parker, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

In witness, I have set my hand and affixed my official seal the day and year in this certificate first above written.

Viki D. Bauer
Notary Public for Idaho
Residing at: Blackfoot
Commission expires: 3/29/08

(SEAL)



162849

Warranty Deed, Page 3

74354

23 8 31

MAY. 19. 2005 10:54AM

FIRST AM. TITLE-DRIGGS

NOTED & FILED

First American Title Company

168299
WARRANTY DEED

MAY 26 2005

TETON CO., ID
CLERK RECORDER

For Value Received John Parker and Beverly Parker, husband and wife, as to an undivided 33.333% interest; Peter Lipovec, a single man, as to an undivided 48.667% interest; Jerry Hong and Angela Hong, husband and wife, as to an undivided 20.000% interest.

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Leigh Meadows Development, LLC, an Idaho limited liability company

whose address is: 8659 East Woodland Ave., Queen Creek, AZ 85242

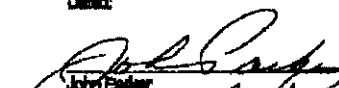
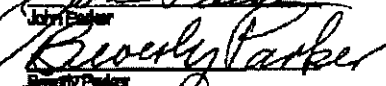
Hereinafter called the Grantee, the following described premises situated in Teton County, Idaho, to-wit:

SEE ATTACHED LEGAL:

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accotung present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current year taxes, levies, and assessments, and except U. S. Patent encumbrances, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated:


John Parker

Beverly Parker

Peter Lipovec

Jerry Hong

Angela Hong

STATE OF Idaho

COUNTY OF Bingham

Instrument # 168299

DRIGGS, TETON, IDAHO

2805-05-28 02:16:23 No. of Pages: 7

Recorded for: FIRST AMERICAN TITLE

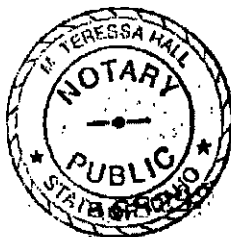
NOLAN G. BOYLE

Fee: 21.00

Ex-Officio Recorder Deputy
Index to: DEED, WARRANTY

On the 19 day of May, 2005, before me, a Notary Public, personally appeared John Parker and Beverly Parker, known or identified to me (or proved to me on the oath of), to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.


Notary Public of Idaho
Residing at: Blackfoot ID
Commission Expires: 8/24/07



74354

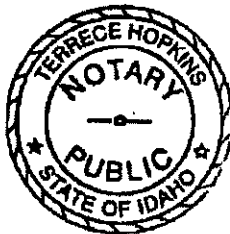
24 of 31

STATE OF Idaho

COUNTY OF Bingo :25

On this 19th day of May, 2005, before me a Notary Public, personally appeared Peter Lipovac, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Terrece Hopkins
Notary Public of: Idaho

Residing at: BlackfootCommission Expires: 6-23-2010

STATE OF Idaho

:55

COUNTY OF

On this day of May, 2005, before me a Notary Public, personally appeared Jerry Hong, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Notary Public of: Idaho

Residing at:

Commission Expires:

STATE OF Idaho

:35

COUNTY OF

On this day of May, 2005, before me a Notary Public, personally appeared Angela Hong, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Notary Public of: Idaho

Residing at:

Commission Expires:

168299

74354

25 of 31

WARRANTY DEED

For Value Received John Parker and Beverly Parker, husband and wife, as to an undivided 33.333% interest; Peter Lipovac, a single man, as to an undivided 46.667% interest; Jerry Hong and Angela Hong, husband and wife, as to an undivided 20.00% interest.

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Leigh Meadows Development, LLC, an Idaho limited liability company

whose address is: **8650 East Woodland Ave., Queen Creek, AZ 85242**

Hereinafter called the Grantee, the following described premises situated in Teton County, Idaho, to-wit:

SEE ATTACHED LEGAL:

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the 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: 5-21-05

John Parker

Beverly Parker

Peter Lipovac

Jerry Hong

Angela Hong

STATE OF Idaho

COUNTY OF ~~Teton~~ ^{Idaho}

On this 21 day of May, 2005, before me, a Notary Public, personally appeared John Parker and Beverly Parker, known or identified to me (or proved to me on the oath of), to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Kerrie J. Brower

Notary Public of Idaho

Residing at: Teton, Idaho

Commission Expires 2-27-10

STATE OF Idaho

:SS

COUNTY OF

On this day of May, 2005, before me a Notary Public, personally appeared Peter Lipovac, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Notary Public of: Idaho
Residing at
Commission Expires:

STATE OF Idaho

:SS

COUNTY OF *Teton*

On this *21* day of May, 2005, before me a Notary Public, personally appeared Jerry Hong, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Jerrilee J. Brower
Notary Public of: Idaho
Residing at: *Tetonia, Id.*
Commission Expires: *2-27-10*

JERRILEE J. BROWER
NOTARY PUBLIC
STATE OF IDAHO

STATE OF Idaho

:SS

COUNTY OF *Teton*

On this *21* day of May, 2005, before me a Notary Public, personally appeared Angela Hong, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Jerrilee J. Brower
Notary Public of: Idaho
Residing at: *Tetonia, Idaho*
Commission Expires: *2-27-10*

JERRILEE J. BROWER
NOTARY PUBLIC
STATE OF IDAHO

168299

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ATTACHED LEGAL DESCRIPTION

Order No.: T12670

Tract 1:

(Parcel 2)

Fee Estate: A part of Sections 26 and 35, TWP. 6N., RNG. 45E., B.M., Teton County, Idaho, Being further described as:

Commencing at the SW corner of said Section 26, The point of beginning:

Thence N 00°30'56"E, 659.82 feet along the Western section line to the NW Corner of the S1/2S1/2SW1/4 of said Section 26:

Thence S 89°38'16"E, 1403.48 feet along the North line of the S1/2S1/2SW1/4 of said Section 26 to a point:

Thence S 00°26'08"W, 957.48 feet to a point;

Thence N 89°44'27"W, 258.83 feet to a point;

Thence S 00°31'48"W, 400.00 feet to a point;

Thence N 89°44'27"W, 1148.57 feet to a point;

Thence N 00°34'20"E, 700.19 feet to a point of beginning.

Tract 2:

Easement Estate: Together with and Subject to a 60 foot road and utility easement as described as follows:

A 60 foot road and utility easement for ingress and egress and for installation and maintenance of utilities, including, but not limited to, Electric, Telephone, and Cable TV utilities, running across a part of the SE1/4SW1/4 Section 26, TWP. 6N., RNG. 45E., B.M., Teton County, Idaho, being 30 feet on each side of the following described centerline:

From the S1/4 corner of said Section 26, Thence N00°26'08" E, 330.53 feet along the East line of the SW1/4 to the point of beginning;

Thence N89°40'00" W, 398.80 feet to a point;

Thence 150.49 feet along a 191.61 foot radius curve to the left, having a central angle of 45°00'00"

and a chord bearing S67°50'00" W, 146.65 feet to a point;

Thence S45°20'00" W, 50.00 feet to a point;

Thence 150.49 feet along a 191.61 foot radius curve to the right, having a central angle of 45°00'00"

and a chord bearing S67°50'00" W, 146.65 feet to a point;

Thence N89°40'00" W, 524.72 feet to a point on the property line, the point of ending.

LESS AND EXCEPTING THEREFROM a parcel of land lying due West and to be added to property described in deed # 182849, located in Section 26 and 35, Township 6 North, Range 45 East, Boise Meridian, Teton County, Idaho. This parcel being further described as:

From the North Quarter corner of Section 35, Township 6 North, Range 45 East, Boise Meridian,

Teton County, Idaho, and running; thence N89°36'40" W, 294.94 feet, along the North section line;

thence S 00°31'47" W, 294.89 feet to a point; thence N89°44'27" W, 934.17 feet to the POINT OF

BEGINNING; thence N89°44'27" W, 252.47 feet to a point; thence N00°26'08" E, 957.94 feet to a

point; thence S89°38'16" E, 252.47 feet to a point; thence S00°26'08" W, 957.48 feet to the point of beginning.

ALTA Plain Language Commitment Legal Description
(T12670.PFD/T12670/14)

168299

74354

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RESERVATIONS:

- (1) Reserving however unto the Grantors the right and privilege to build the one single-family residence as allowed by Teton County Zoning Ordinances. In accepting this delivery of this deed the Grantees acknowledges that no building permits may be issued to the Grantees unless Grantees obtains an approved subdivision plat for the property transferred to the Grantees by this deed.
- (2) Reserving unto the Grantors a 60-foot roadway and utility easement as more particularly described in that certain Easement Agreement executed by the Grantors and the Grantees as Sellers and Buyers and recorded on August 13, 2004 as Instrument Number 162851.
- (3) Reserving unto the Grantors a 20-foot ditch easement as more particularly described in that certain Easement Agreement executed by the Grantors and the Grantees as Sellers and Buyers and recorded on August 13, 2004 as Instrument Number 162851.

RESTRICTIONS:

The following provisions will restrict the use of the property being conveyed by this deed.

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances and to preserve and support appreciation of property values for the benefit of the property being transferred (the "Subject Property" as described above) These restrictions will be some covenants running with the land are imposed upon the owners, their heirs, successors, assigns and lessees of the Subject Property.

The restrictions are as follows:

- (1) No mobile or modular homes allowed for either temporary or permanent use or for storage.
- (2) Should the property be subdivided, lots may not be smaller than 2.5 acres. Each such lot will be limited to having one single-family residential structure with one attached or detached garage, one guesthouse and one storage building. The single-family residence structure will be of new construction, consist of a minimum of 1,800 square feet of interior living space on the main (grade) level, exclusive of garage, decks, carports or attachments and will not exceed a height of 30 feet from a natural grade. Residential structures will have a minimum of six (6) outside corners and the two largest roof surfaces will have a minimum pitch or slope of 5/12. Any guesthouse will be built only after the construction of the primary residence and will be no larger than 1,000 square feet of interior living space. Any garage will be located within 100 feet of the primary residence. Any storage building will be located within 150 feet of the primary residence. The primary residence, guesthouse and garage will be of similar architectural features and the sum total of all building will not exceed 8,000 square feet. The guesthouse may be rented only on a short term basis, for a term not to exceed one month per separate renter user of a group, so as to disallow long term rentals and to prohibit more than one single-family residence per lot. All structures will have exterior colors of earthen tones. No metal siding with vertical lines or vertical paneling will be used on structure exteriors.
- (3) The Subject Property and the Remainder Property will each be governed by an architectural committee elected by the majority of the respective owners of lands within the property, one for the Subject Property and another for the Remainder Property.

Each architectural committee will govern the property within its purview but both will govern according to these minimum restrictions, provided, however, the owners of a majority of the lots within the Subject Property or a majority of the lots within the Remainder Property may choose to develop the Subject Property to restrictions that are more restrictive than the provision set out in this deed.

- (4) Prior to construction or any improvements all owners will submit site plans, elevations and floor plans to the architectural committee governing the property upon which the construction is contemplated for review and approval. The majority of the owners of all lots within the respective property group will have the right to stop the construction of any improvements that do not conform to these minimum provisions.

- (5) 4 heads of livestock will be allowed on each 2.5 acres of property, provided however no more than 2 of the 4 heads of livestock may be horses.
- (6) All feed will be stored inside a barn or storage building. No freestanding hay or haystacks will be allowed outside of the barn or storage building.
- (7) There will be no pigs, flocks of birds, emus, sled dogs or dog kennels allowed upon the premises. Dogs will be maintained so as too not become a nuisance. Any nuisance will be subject to being governed by a 2/3 vote of the owners of the Subject Property and 2/3 vote of the owners of the Remainder Property as it relates to property within the Remainder Property to decide how to control the animals or to set the penalty which may be imposed upon any owner who violates this provision.
- (8) All accumulated materials, building materials, vehicles, equipment and personal property items will be stored inside structures.
- (9) Other than home occupations, craftsman or artisan activities all of which will be maintained inside structures, no commercial activity will be allowed on the property subject of this deed. This provision will not exclude breeding of livestock.
- (10) The Subject Property and the Remainder Property are currently used for agricultural purposes. Each owner will have the right to continue agricultural activity. The properties may have to continue agricultural activity. The properties may have separate and different uses of the other property. In the event that a property does not become developed as residential property, it does not have to conform to the provision of this document. If the owner wishes to continue agricultural use, there may be open and uncovered storage of agricultural crops developed on the premises. If the owners' converts property to residential use, the storage of agricultural crops will be within roofed structures which incorporate siding or opaque screening so as too not be visible from neighboring property and will be in accordance with the above provisions and these restrictions will apply to all property converted to or subdivided for residential use.
- (11) The subject and remainder properties will have the right to amend these provisions by mutual consent of the owners of the Subject Property and the Remainder Property and the resulting amendments will govern the use of all lands within the Subject Property and the Remainder Property as provided in this deed.
- (12) These restrictions constitute a mutual covenant running with the land and all successive future owners of the Subject Property and the Remainder Property will have the same rights and responsibilities as the Grantors and Grantees herein to invoke and enforce the provisions of these restrictions, though no party will be obligated to enforce these restrictions at the demand of other owners, their successors or assigns.
- (13) Any costs, to include reasonable legal fees, incurred as a result of the enforcement of these restrictions will be paid by the defaulting or violation party.

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