

J 3 2005

Form 1-222
12-92

(Internet)

WATER RESOURCES
WESTERN REGIONPage 1 of 8STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 74009

APPLICATION FOR TRANSFER OF WATER RIGHT

Cindi Atwood PART 1

Name of applicant Eisenman Family Asset Phone 870-5180
888-621-9897Post Office address 2988 So Dwight St Boise, Idaho 83705A. PURPOSE OF TRANSFER 2290 W. Verbeek Dr Meridian, ID 83642

1. ☒ Change point of diversion ☐ Add diversion point(s) ☐ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Describe the reason for the proposed changes _____

We are splitting 24 acres into 2 lots and leave approx 1/4 the water rights of each parcel

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

- | 1. Right Number | Priority | Amount (cfs/ac-ft) | Nature of Use | Period of Use |
|-----------------|-------------------|--------------------|-------------------|-----------------------------|
| <u>61-11965</u> | <u>12-16-1975</u> | <u>.2 CFS</u> | <u>irrigation</u> | <u>3/15</u> to <u>11/15</u> |
| _____ | _____ | _____ | _____ | _____ to _____ |
| _____ | _____ | _____ | _____ | _____ to _____ |
| _____ | _____ | _____ | _____ | _____ to _____ |

2. Total amount of water being transferred
- .2 CFS
- cubic feet per second and/or
- 45
- acre-feet per annum.

3. Source of water
- well - Ground water
- tributary to
- N/A

4. Point(s) of Diversion:

me 6/15/07

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
<u>7</u>	<u>NE 1/4</u>	<u>SW 1/4</u>		<u>23</u>	<u>28</u>	<u>4E</u>	<u>Elmore</u>	

5. 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	
<u>2S</u>	<u>4E</u>	<u>23</u>									<u>40</u>								<u>40</u>

40 acres within 40 acre permissible place of use Total acres 40

PART 1

6. General Information:

a. Description of diversion system Domestic well

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? _____ Yes X 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:

1/4 of the land will be irrigated and 3/4 will be dry land

d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 61-11945 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☒ Tax Notice ☐ Warranty Deed ☐ Other _____

3. Source of water Ground water tributary to _____

4. Date or priority 12-16-1995

5. Water is used for the following purpose:

amount 212 for irrigation purposes from 3/15 to 11/15
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 2,120 cubic feet per second and/or 477 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
	NW 1/4	SE 1/4	SE 1/4	23	2S	4E	Elmore	

8. 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	
2S	4E	23													265	265	265	265	106

Total acres 106

9. Describe any other water rights used for the same purpose as described above _____

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

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

1. amount 1.2 CFS for irrigation purposes from 3/15 to 11/15
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
7	NE 1/4	SW 1/4		23	28	4E	Elmore	

3. Lands irrigated or place of use: See attached legal Description for Parcel 7

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	
25	4E	23																	10

Total acres _____

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

1. amount 1.02 CFS for irrigation purposes from 3/15 to 11/15
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
	NE 1/4	SE 1/4	SE 1/4	23	25	4E	Elmore	

3. Lands irrigated or place of use:

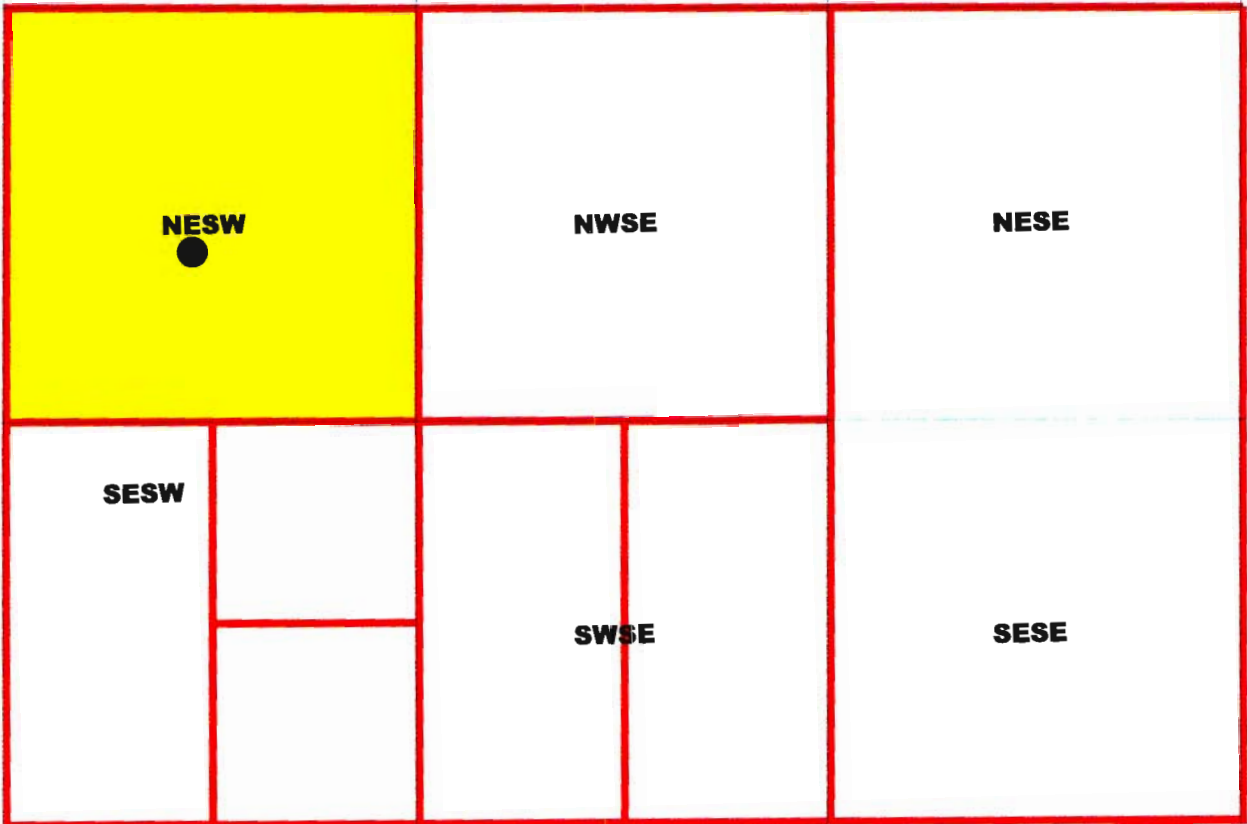
Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
25	4E	23																	46

Total acres 46

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T2S R4E S23

ME
6/15/07



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.

The map shows a grid of sections. Section 7 is highlighted in green. Section 6 is labeled above section 7. Section 5 is labeled to the right of section 7. Section 1 is labeled below section 7. Section 2A and 2B are labeled below section 1. Section 3 is labeled to the right of section 1. Section 4 is labeled to the right of section 3. A handwritten note 'Mc 6/15/07' is in the top left corner.

SCALE: 2 inches equal 1 mile. Draw plan in ink.

Page 7 of 8

Transfer No. _____

PART 3**B. CHANGES IN NATURE OF USE**

1	<u>New Nature of Use</u>	<u>Amount</u> <u>(cfs/ac-ft)</u>	<u>Hours/days/year</u>	<u>Period of Use</u>
				to _____
				to _____

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

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 contained 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)

Subscribed and sworn to before me this 28th day of June 2007

(Notary Public)

My commission expires Sep 15, 2011

MARTIN McDONALD
NOTARY PUBLIC
STATE OF IDAHO

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by _____ Date _____ Protest filed by _____

Prelim. check by _____ Fee _____

Receipted by _____ Date _____

Published in _____ 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 _____

PART 3**B. CHANGES IN NATURE OF USE**

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
	<u>none</u>			to _____ to _____

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

none

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 contained 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.

Subscribed and sworn to before me this 3rd day of November, 18 2005.

(Signature of Applicant)

(Notary Public)

My commission expires 4/29/2011

DAVID WEBB
Notary Public
State of Idaho

FOR DEPARTMENT USE ONLYTransfer contains 8 pages and 5 attachmentsReceived by _____ Date 11-3-05 Protest filed by _____Prelim. check by DAW Fee \$100.00 4035707Receipted by DAW Date 8-3-07

Published in _____ 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 _____



Colleen Marks, L.S. 7045 • 6405 Ustick Road • Boise, Idaho 83704
Phone: (208) 378-7703 • Fax: (208) 378-7759 • Email: marksls@velocitus.net

PARCEL 7

A parcel of land being the NE1/4 SW1/4 of Section 23, T.2S., R.4E., Boise Meridian, Elmore County, Idaho, said parcel being more particularly described as follows:

Commencing at a found 5/8" iron pin marking the Section Corner common to Sections 22, 23, 26, and 27, T.2S., R.4E., Boise Meridian, Elmore County, Idaho, said pin bears S.00°16'54"W. 2640.46 feet from a set 5/8" iron pin marking the W1/4 Corner of said Section 23; thence S.89°50'45"E. 1321.62 feet along the south boundary of the said SW1/4 of Section 23 and the centerline of Harper Road to a set 5/8" iron pin marking the W1/16 Corner common to said Sections 23 and 26; thence N.00°14'52"E. 1319.32 feet along the west boundary of the SE1/4 SW1/4 of said Section 23 to a set 5/8" iron pin marking the SW1/16 Corner of said Section 23, said pin also marking the REAL POINT OF BEGINNING;

thence continuing N.00°14'52"E. 1319.32 feet along the west boundary of the said NE1/4 SW1/4 of Section 23 to a set 5/8" iron pin marking the W1/16 Corner of said Section 23;

thence S.89°46'01"E. 1320.07 feet along the north boundary of the said NE1/4 SW1/4 of Section 23 to a set 5/8" iron pin marking the C1/4 Corner of said Section 23;

thence S.00°12'50"W. 1318.41 feet along the east boundary of the said NE1/4 SW1/4 of Section 23 to a set 5/8" iron pin marking the S1/16 Corner of said Section 23;

thence N.89°48'23"W. 1320.84 feet along the south boundary of the said NE1/4 SW1/4 of Section 23 to the point of beginning, containing 39.98 acres, more or less.

TOGETHER WITH:

A 30-foot wide ingress, egress, utility and drainage easement, said easement being centered over the west boundary of the SW1/4 SE1/4 of Section 23, T.2S., R.4E., Boise Meridian, Elmore County, Idaho said easement being more particularly described as follows:

Commencing at a found 5/8" iron pin marking the Section Corner common to Sections 22, 23, 26, and 27, T.2S., R.4E., Boise Meridian, Elmore County, Idaho, said pin bears S.00°16'54"W. 2640.46 feet from a set 5/8" iron pin marking the W1/4 Corner of said Section 23; thence S.89°50'45"E. 2643.24 feet along the south boundary of the SW1/4 of



Colleen Marks, L.S. 7045 • 6405 Ustick Road • Boise, Idaho 83704

Phone: (208) 378-7703 • Fax: (208) 378-7759 • Email: marksls@velocitus.net

Section 23 and the centerline of Harper Road to a set 5/8" iron pin marking the S1/4 Corner of said Section 23; thence N.00°12'50"E. 30.00 feet along the west boundary of the said SW1/4 SE1/4 of Section 23 to a point lying along the northerly right of way of said Harper Road, said point bears S.00°12'50"W. 20.00 feet from a set 1/2" iron pin, said point also marking the REAL POINT OF BEGINNING;

thence N.89°50'45"W. 15.00 feet along the said northerly right of way of Harper Road to a point;

thence N.00°12'50"E. 1288.42 feet to a point lying along the north line of the SE1/4 of the said SW1/4 of Section 23;

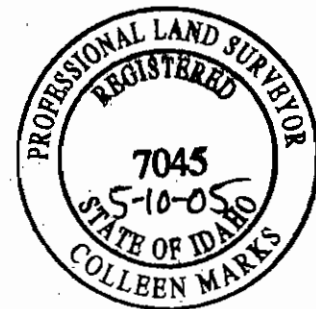
thence S.89°48'23"E. 30.00 feet along the north boundary of the said SE1/4 SW1/4 and the north boundary of the said SW1/4 SE1/4 of Section 23 to a point;

thence S.00°12'50"W. 1288.40 feet to a point lying along the said northerly right of way of Harper Road;

thence N.89°50'45"W. 15.00 feet along the said northerly right of way of Harper Road to the point of beginning, containing 0.88 acres, more or less.

SUBJECT TO:

Any additional easements or rights of way of record or in use.



Colleen Marks

ATTACHMENT A - 2

Parcel 7

PROPERTY ADDRESS: Parcel 7 Mountain Home: 30847318

D. ADDITIONAL FINANCIAL TERMS:

- ☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).
☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

\$ 39,500

E. APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing, in GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference between the approximate balances of the loan(s) shown above, which are to be assumed or taken subject to, and the actual balances of said loan(s) at closing of escrow shall be adjusted in ☒ Cash ☐ Other: _____.

4. OTHER TERMS AND/OR CONDITIONS: Seller will cooperate with Buyer in 1031 tax exchange at no cost to the seller.

If Buyers 1031 sale does not close by 1.30.06 Seller will extend closing up to 30 more days.

Sellers are aware that buyers 1031 may not close until June 28th, 2006.

Sellers agree to carry \$45,000 amortized at 7% interest for 20 years, with entire balance due in 5 years.
Payments of \$348.89 per month to begin 30 days after closing.

5. "NOT APPLICABLE DEFINED:" The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

6. INSPECTION: BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- A. **SIZE:** Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.)
- B. **LINES AND BOUNDARIES:** Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
- C. **ZONING AND LAND USE:** Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the property, BUYER's intended use of the property, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
- D. **UTILITIES AND SERVICE:** Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV and drainage.
- E. **UTILITIES, IMPROVEMENTS & OTHER RIGHTS:** SELLER represents that the property does have the following utilities, improvements, services and other rights available (describe availability): Power, telephone, 10 inches of irrigation water rights.
- F. **HAZARDOUS MATERIALS:** The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the property inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the property that are not contained in this Agreement or in any disclosure statements.
- G. **TAX LIABILITY:** The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

BUYER chooses ☐ to have inspection; ☒ not to have inspection. If BUYER chooses not to have inspection skip the remainder of section 6. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within n/a business day(s) of acceptance, complete these inspections and give to SELLER written notice of items disapproved of. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire property. BUYER'S acceptance of the condition of the property is a contingency of this Agreement.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have n/a business day(s) in which to respond in writing. The SELLER, at their option, may correct the items as specified by the BUYERS in their letter or may elect not to do so. If the SELLER agrees to correct the items asked for in the BUYERS letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYERS inspection contingency.

BUYER'S Initials CA X Date 12/12/05 SELLER'S Initials () X () Date _____

ATTACHMENT C

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED

JUL 06 2007

WATER RESOURCES
WESTERN REGION

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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

A. The appropriate **FILING FEE**. See instructions for fee amounts.

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or or file with the county).

OR

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

3. Name and Address of Former Owner/Claimant(s) JUNIPER STATION FARM, LP
2988 S. OWYHEE ST., BOISE, ID 83705
4. New Owner/Claimant(s) CINDI ATWOOD
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
 New Mailing Address 2290 W. VERBENA DR.
 City, State and ZIP Code MERIDIAN, ID 83642
 New Telephone Number () _____
5. Date you acquired the property JANUARY 12, 2006

ATTACHMENT D -1

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable)

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____ Date _____ Fee _____
 Received by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

ATTACHMENT D-2

WARRANTY DEED

FOR VALUE RECEIVED

Juniper Station Farm, LP

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Cindi Atwood, a married womanGRANTEE(S), whose current address is: 2290 Verbena Drive
the following described real property in Elmore
more particularly described as follows, to wit:

Meridian, ID 83642

County, State of Idaho,

(See Attached)

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever. , except those of record.

Dated: January 11, 2006

Juniper Station Farm, LP
Juniper Station Farm, LP

Patricia L. Eisenman

STATE OF Idaho
COUNTY OF Elmore

On this 11th day of January
in the year 2006, before me, a Notary Public, personally
appeared Patricia L. Eisenman known
or identified to me to be (one of) the partner (s) in the partnership
of Juniper Station Farm LP
and the partner(s) who subscribed said partnership name to the
foregoing instrument, and acknowledged to me that he/she/they
executed the foregoing said partnership name.

Signature: Sheryl A. Reymann
Notary at: Mountain Home
Comm. Exp: 12-27-11



Instrument # 372652
Elmore County, Idaho
04:45pm Jan. 12, 2006
For: GUARANTY TITLE INC
No. of Pages: 3 Fee: \$9.00
GAIL L. BEST, Recorder
Deputy: DLE

ATTACHMENT D - 3

LEGAL DESCRIPTION

A parcel of land being the NE1/4SW1/4 of Section 23, Township 2 South, Range 4 East, Boise Meridian, Elmore County, Idaho, said parcel being more particularly described as follows:

Commencing at a found 5/8" iron pin marking the Section Corner common to Sections 22, 23, 26, and 27, Township 2 South, Range 4 East, Boise Meridian, Elmore County, Idaho, said pin bears South 00°16'54" West 2640.46 feet from a set 5/8" iron pin marking the W1/4 Corner of said Section 23:

thence South 89°50'45" East 1321.62 feet along the south boundary of the said SW1/4 of Section 23 and the centerline of Harper Road to a set 5/8" iron pin marking the W1/16 Corner common to said Sections 23 and 26;

thence North 00°14'52" East 1319.32 feet along the west boundary of the SE1/4SW1/4 of said Section 23 to a set 5/8" iron pin marking the SW1/16 Corner of said Section 23, said pin also marking the Real Point of Beginning;

thence continuing North 00°14'52" East 1319.32 feet along the west boundary of the said NE1/4SW1/4 of Section 23 to a set 5/8" iron pin marking the W1/16 Corner of said Section 23;

thence South 89°46'01" East 1320.07 feet along the north boundary of the said NE1/4SW1/4 of Section 23 to a set 5/8" iron pin marking the C1/4 Corner of said Section 23;

thence South 00°12'50" West 1318.41 feet along the east boundary of the said NE1/4SW1/4 of Section 23 to a set 5/8" iron pin marking the S1/16 Corner of said Section 23;

thence North 89°48'23" West 1320.84 feet along the south boundary of the said NE1/4SW1/4 of Section 23 to the Point of Beginning.

TOGETHER WITH:

A 30-foot wide ingress, egress, utility, and drainage easement, said easement being centered over the west boundary of the SW1/4SE1/4 of Section 23, Township 2 South, Range 4 East, Boise Meridian, Elmore County, Idaho, said easement being more particularly described as follows:

Commencing at a found 5/8" iron pin marking the Section Corner common to Sections 22, 23, 26, and 27, Township 2 South, Range 4 East, Boise Meridian, Elmore County, Idaho, said pin bears South 00°16'54" West 2640.46 feet from a set 5/8" iron pin marking the W1/4 Corner of said Section 23;

thence South 89°50'45" East 2643.24 feet along the south boundary of the SW1/4 of Section 23 and the centerline of Harper Road to a set 5/8" iron pin marking the S1/4 Corner of said Section 23;

(See Attached)

ATTACHMENT D -4

LEGAL DESCRIPTION

thence North 00°12'50" East 30.00 feet along the west boundary of the said SW1/4SE1/4 of Section 23 to a point lying along the northerly right of way of said Harper Road, said point bears South 00°12'50" West 20.00 feet from a set 1/2" iron pin, said point also marking the Real Point of Beginning;

thence North 89°50'45" West 15.00 feet along the said northerly right of way of Harper Road to a point;

thence North 00°12'50" East 1288.42 feet to a point lying along the north line of the SE1/4 of the said SW1/4 of Section 23;

thence South 89°48'23" East 30.00 feet along the north boundary of the said SE1/4SW1/4 and the north boundary of the said SW1/4SE1/4 of Section 23 to a point;

thence South 00°12'50" West 1288.40 feet to a point lying along the said northerly right of way of Harper Road;

thence North 89°50'45" West 15.00 feet along the said northerly right of way of Harper Road to the Point of Beginning.

SUBJECT TO:

Any additional easements or rights of way or record or in use.

ATTACHMENT D-5

05-1354-

THIS DEED REPLACES INSTRUMENT NUMBER 372652
WARRANTY DEED

FOR VALUE RECEIVED

Juniper Station Farm, LP

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
 Cindi Atwood, a married woman

GRANTEE(S), whose current address is: 2290 Verbena Drive Meridian, ID 83642
 the following described real property in Elmore County, State of Idaho,
 more particularly described as follows, to wit:

(See Attached)

Together with 10 inches of water rights from 61-11965

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever, except those of record.

Dated: August 1, 2007

Juniper Station Farm LP
 Juniper Station Farm, LP

Patricia L. Eisenhower, partner

STATE OF Idaho

COUNTY OF Elmore

On this 2nd day of Augustin the year 2007 before me a Notary Public, personally appeared PATRICIA L. EISENHART

known or identified to me to be one of the partners in the limited partnership of Juniper Station Farm LP and the partner or one of the partners who subscribed said limited partnership to the foregoing instrument, and acknowledged to me that they executed the same in said limited partnership name.



Signature: *Shirley D. Dwyer*
 Reading at: *Wishbone*
 Comm. Exp: *12-27-11*

Instrument # 389919
 Elmore County, Idaho
 03:00pm Aug. 03, 2007
 For: GUARANTY TITLE INC
 No. of Pages: 3 Fee: \$9.00
 MARSA GRIMMETT, Recorder
 Deputy: DLE

ATTACHMENT E -1

CASE NO.: 05-1354

LEGAL DESCRIPTION

A parcel of land being the NE1/4SW1/4 of Section 23, Township 2 South, Range 4 East, Boise Meridian, Elmore County, Idaho, said parcel being more particularly described as follows:

Commencing at a found 5/8" iron pin marking the Section Corner common to Sections 22, 23, 26, and 27, Township 2 South, Range 4 East, Boise Meridian, Elmore County, Idaho, said pin bears South 00°16'54" West 2640.46 feet from a set 5/8" iron pin marking the W1/4 Corner of said Section 23;

thence South 89°50'45" East 1321.62 feet along the south boundary of the said SW1/4 of Section 23 and the centerline of Harper Road to a set 5/8" iron pin marking the W1/16 Corner common to said Sections 23 and 26;
thence North 00°14'52" East 1319.32 feet along the west boundary of the SE1/4SW1/4 of said Section 23 to a set 5/8" iron pin marking the SW1/16 Corner of said Section 23, said pin also marking the Real Point of Beginning;

thence continuing North 00°14'52" East 1319.32 feet along the west boundary of the said NE1/4SW1/4 of Section 23 to a set 5/8" iron pin marking the W1/16 Corner of said Section 23;

thence South 89°46'01" East 1320.07 feet along the north boundary of the said NE1/4SW1/4 of Section 23 to a set 5/8" iron pin marking the C1/4 Corner of said Section 23;

thence South 00°12'50" West 1318.41 feet along the east boundary of the said NE1/4SW1/4 of Section 23 to a set 5/8" iron pin marking the S1/16 Corner of said Section 23;

thence North 89°48'23" West 1320.84 feet along the south boundary of the said NE1/4SW1/4 of Section 23 to the Point of Beginning.

TOGETHER WITH:

A 30-foot wide ingress, egress, utility, and drainage easement, said easement being centered over the west boundary of the SW1/4SE1/4 of Section 23, Township 2 South, Range 4 East, Boise Meridian, Elmore County, Idaho, said easement being more particularly described as follows:

Commencing at a found 5/8" iron pin marking the Section Corner common to Sections 22, 23, 26, and 27, Township 2 South, Range 4 East, Boise Meridian, Elmore County, Idaho, said pin bears South 00°16'54" West 2640.46 feet from a set 5/8" iron pin marking the W1/4 Corner of said Section 23;

thence South 89°50'45" East 2643.24 feet along the south boundary of the SW1/4 of Section 23 and the centerline of Harper Road to a set 5/8" iron pin marking the S1/4 Corner of said Section 23;

(See Attached)

ATTACHMENT E -2

CASE NO.: 05-1354

LEGAL DESCRIPTION

thence North 00°12'50" East 30.00 feet along the west boundary of the said SW1/4SE1/4 of Section 23 to a point lying along the northerly right of way of said Harper Road, said point bears South 00°12'50" West 20.00 feet from a set 1/2" iron pin, said point also marking the Real Point of Beginning;

thence North 89°50'45" West 15.00 feet along the said northerly right of way of Harper Road to a point;

thence North 00°12'50" East 1288.42 feet to a point lying along the north line of the SE1/4 of the said SW1/4 of Section 23;

thence South 89°48'23" East 30.00 feet along the north boundary of the said SE1/4SW1/4 and the north boundary of the said SW1/4SE1/4 of Section 23 to a point;

thence South 00°12'50" West 1288.40 feet to a point lying along the said northerly right of way of Harper Road;

thence North 89°50'45" West 15.00 feet along the said northerly right of way of Harper Road to the Point of Beginning.

SUBJECT TO:

Any additional easements or rights of way or record or in use.

ATTACHMENT E-3