

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. 61-11965 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 12-16-1975

5. Water is used for the following purpose:

amount 2.12 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													26.5	26.5	26.5	26.5	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
6	NW 1/4	SE 1/4		23	2S	4E	E/MORE	

3. Lands irrigated or place of use:

See Attached Legal Desc. for Parcel 6

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																	10

Total acres _____

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

1. amount 1.22 CFS for irrigation purposes from 3/15 to 12/15
 (cfs/ac-ft) _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____

2. Point(s) of Diversion:

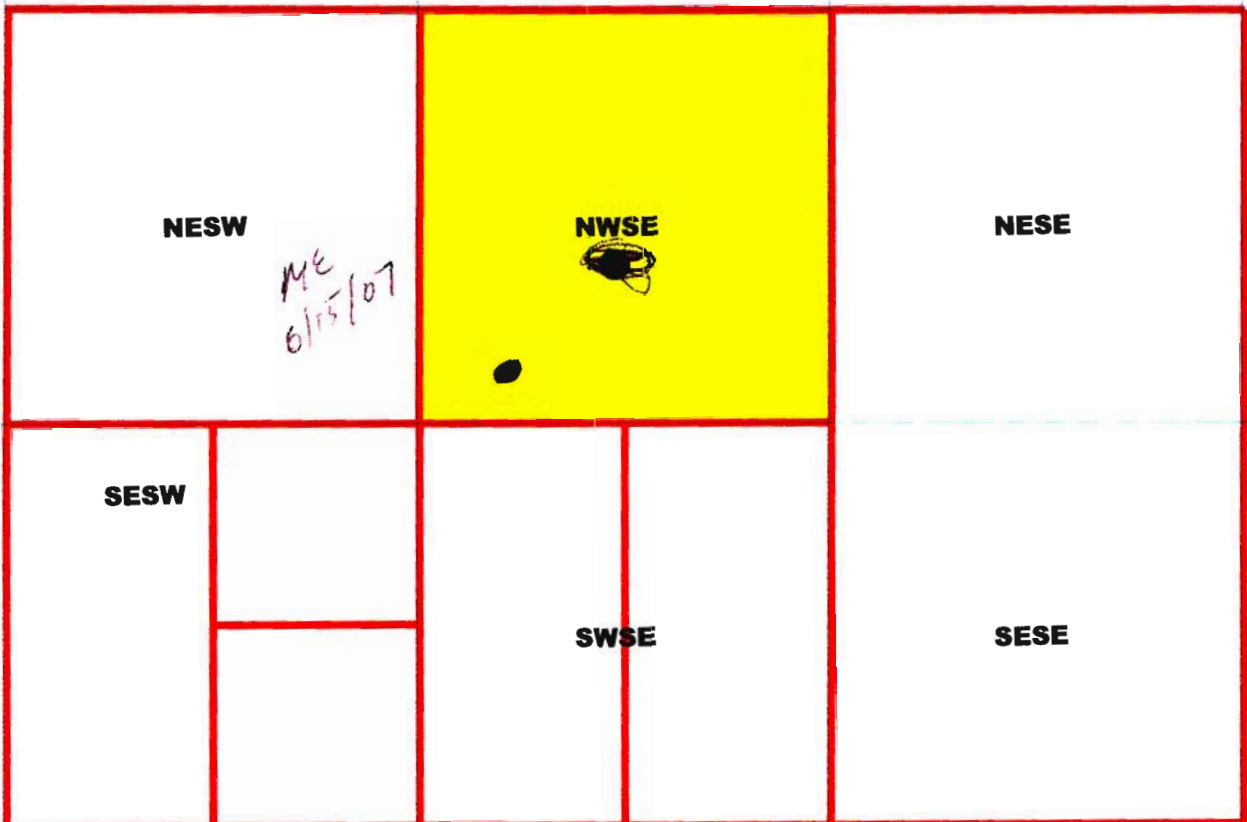
Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
	NE 1/4	SE 1/4	SE 1/4	23	2S	4E	E/MORE	

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	
2S	4E	23																	56

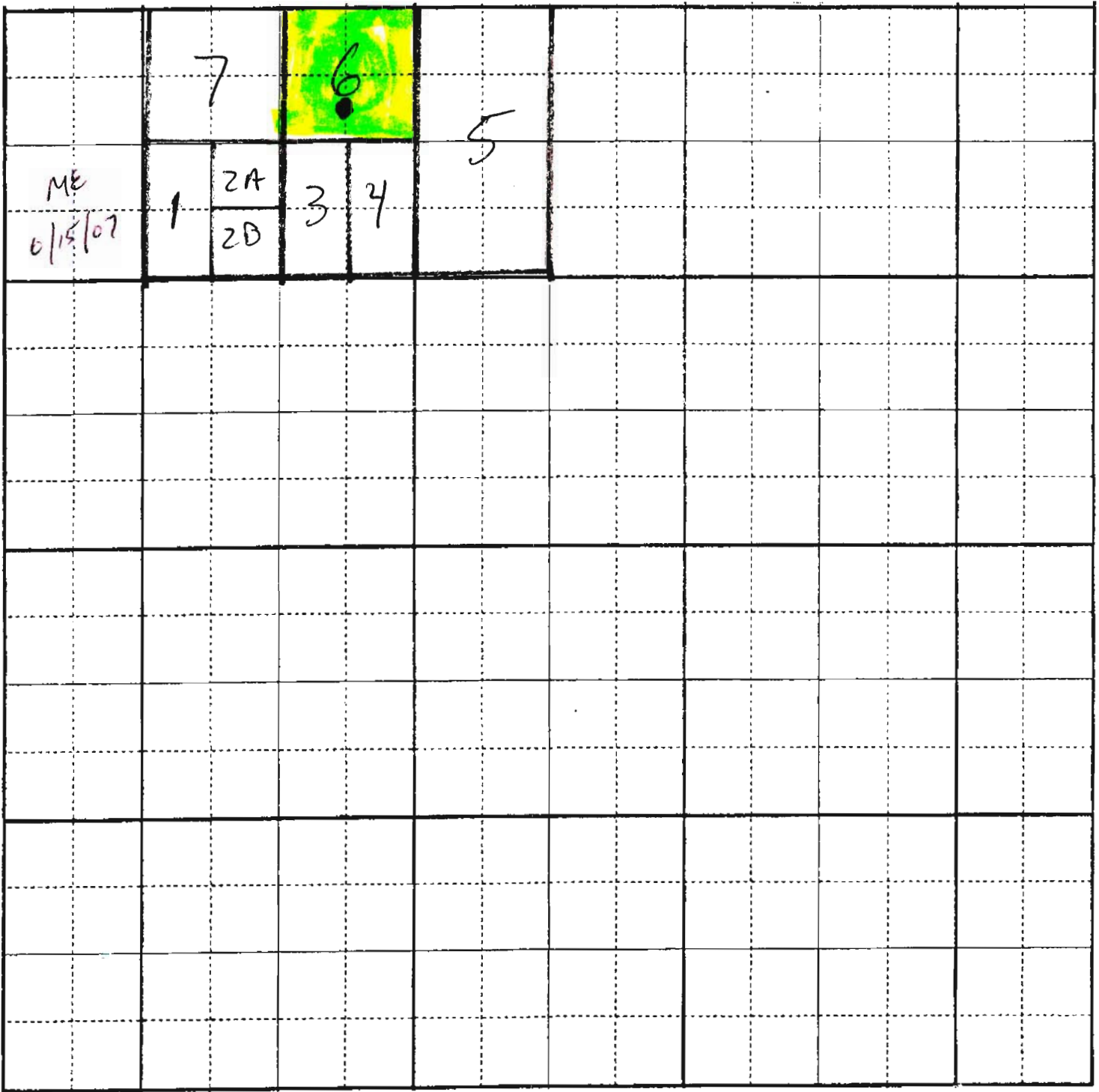
Total acres 56

T2S R4E S23



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.



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

PART 3

B. CHANGES IN NATURE OF USE

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
				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.

Paul B...

(Signature of Applicant)

Subscribed and sworn to before me this

7-2-07

day of

2007

EMMY BARE
Notary Public
State of Idaho

Emmy Bare

(Notary Public)

My commission expires

29-2013

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.

Patricia L. Greenman
(Signature of Applicant)

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

David Webb
(Notary Public)

My commission expires 4/29/2011

DAVID WEBB
Notary Public
State of Idaho

FOR DEPARTMENT USE ONLY

Transfer contains 8 pages and 5 attachments

Received by DAW Date 11-3-2005 Protest filed by _____

Prelim. check by DAW Fee \$100.00 W035207

Received 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 6

A parcel of land being the NW1/4 SE1/4 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. 2643.24 feet along the south boundary of said 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. 1318.41 feet along the west boundary of the said SE1/4 of Section 23 to a set 5/8" iron pin marking the S1/16 Corner of said Section 23, said pin also marking the REAL POINT OF BEGINNING;

thence continuing N.00°12'50"E. 1318.41 feet along the west boundary of the said NW1/4 SE1/4 of Section 23 to a set 5/8" iron pin marking the C1/4 Corner of said Section 23;

thence S.89°46'01"E. 1320.06 feet along the north boundary of the said NW1/4 SE1/4 of Section 23 to a set 5/8" iron pin marking the E1/16 Corner of said Section 23;

thence S.00°10'48"W. 1317.50 feet along the east boundary of the said NW1/4 SE1/4 of Section 23 to a set 5/8" iron pin marking the SE1/16 Corner of said Section 23;

thence N.89°48'23"W. 1320.84 feet along the south boundary of the said NW1/4 SE1/4 of Section 23 to the point of beginning, containing 39.95 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

ATTACHMENT A -1



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 SW1/4 of Section 23;

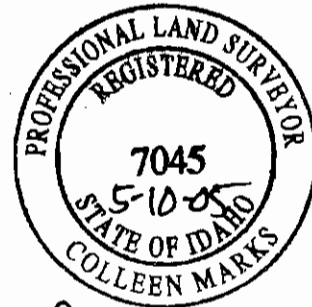
thence S.89°48'23"E. 30.00 feet along the north boundary of the said SE1/4 SW1/4 and the north boundary of the said SW1/4 SE1/4 of Section 23 to a point;

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.

ALSO SUBJECT TO:

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



Colleen Marks

ATTACHMENT A-2

SURVEY SKETCH FOR

JUNIPER STATION

PARCELS OF LAND LYING IN SECT
1, 2S., R. 4E., BOISE MERIDIAN
ELMORE COUNTY, IDAHO
2005

CERTIFICATE OF SURVEY

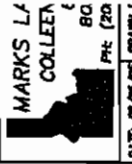
THIS IS TO CERTIFY THAT I, COLLEEN MARKS, BEING
SURVEYOR IN THE STATE OF IDAHO, HEREBY ATTEST
ACCURATE REPRESENTATION OF SURVEY AS MADE &
CONFORMITY WITH THE CORNER PERPETUATION AND I
CODE 55-1601 THROUGH 55-1813.

Colleen Marks
COLLEEN MARKS, L.S. 7045

LEGEND

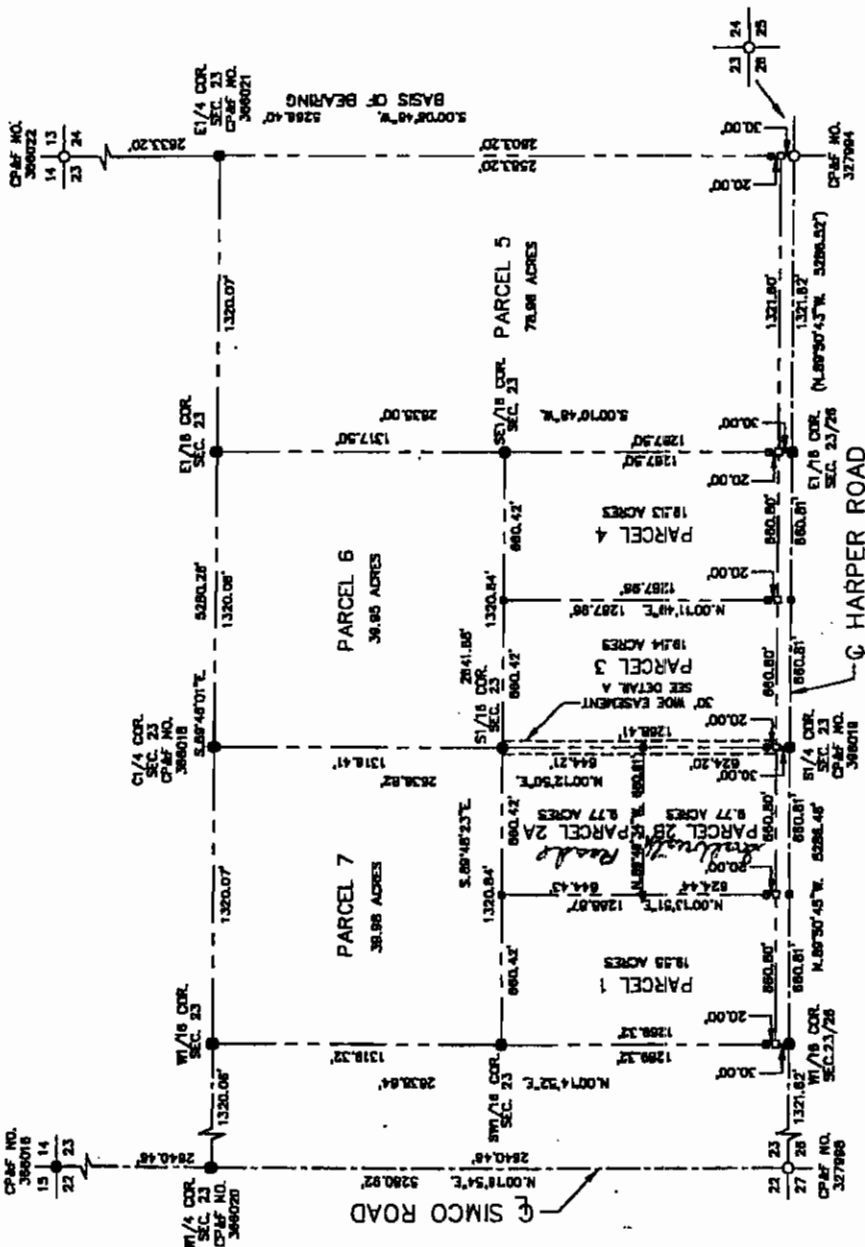
- PROPERTY BDL
- 30' WIDE RIGGS AND UTILITY E
- FOUR " "
- SET ON
- SET 1/2" IRON
- WITNESS CORNER W/CLAP MARK
- CALC. POINT
- DATA OF RECD

INDEX No. 2.



400 0 200 400 800
SCALE IN FEET

NOTE:
REFERENCE IS MADE TO THE FOLLOWING:
RECORD OF SURVEY INSTRUMENT NOS. 301988, 328880,
340088, 348823 AND 348872, RECORDS OF ELMORE COUNTY,
IDAHO, AND ALL E.L.M. NOTES AND PLATS REGARDING SECTION
23, 1.2S., R. 4E., BOISE MERIDIAN.



Parcel 6

RE-21 RESIDENTIAL PURCHASE AND SALE AGREEMENT PAGE 2 of 6 JULY 2005 EDITION

PROPERTY ADDRESS: TBD N Harper Rd Mountain Home ID# 2442907

4. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing
Contingent on the sale of primary residence located in Kuna. Seller to provide copy of survey on file to buyer.

5. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, all window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment, all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the condition of the included items is acceptable. It is agreed that any item included in this section is of nominal value less than \$100.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE:
Items listed in mls # 98194009

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

6. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

7. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available.

(A). TITLE COMMITMENT: Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 5 business day(s) from receipt of the commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 5 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). TITLE COMPANY: The parties agree that Pioneer Title Company located at Nampa/Franklin- Cinda Pena shall provide the title policy and preliminary report of commitment.

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a ILLA/ALTA Homeowner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Escrow Holder in writing and pay any increase in cost unless otherwise provided herein.

(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgage policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

8. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE: BUYER and SELLER are hereby notified that, subject to Idaho Code §45-525 et seq., a "General Contractor" must provide a Disclosure Statement to a homeowner that describes certain rights afforded to the homeowner (e.g. lien waivers, general liability insurance, extended policies of title insurance, surety bonds, and sub-contractor information). The Disclosure Statement must be given to a homeowner prior to the General Contractor entering into any contract in an amount exceeding \$2,000 with a homeowner for construction, alteration, repair, or other improvements to real property, or with a residential real property purchaser for the purchase and sale of newly constructed property. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-525 et seq. regarding the General Contractor Disclosure Statement.

BUYER'S Initials (PS) (_____) Date 9-7-05

SELLER'S Initials (_____) (_____) Date _____

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RE-21 RESIDENTIAL PURCHASE AND SALE AGREEMENT PAGE 2 of 6 JULY 2005 EDITION

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) PAUL T. BROOKS
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 350 N. MILWAUKEE, #2084
- City, State and ZIP Code BOISE, ID 83704
- New Telephone Number () _____
5. Date you acquired the property APRIL 25, 2006

ATTACHMENT D -6

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)

Paul Brooks owner
Paul Brooks 6-15-07

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 _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

ATTACHMENT D-2

WARRANTY DEED

FOR VALUE RECEIVED

Juniper Station Farm, L.P.

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Paul T. BrooksGRANTEE(S), whose current address is:
the following described real property in
more particularly described as follows, to wit:

Elmore

County, State of Idaho,

(See Attached)

Instrument # 375362
Elmore County, Idaho
04:09pm Apr. 25, 2006
For: GUARANTY TITLE INC
No. of Pages: 3 Fee: \$9.00
GAIL L. BEST, Recorder
Deputy: DLE

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: April 19, 2006

Juniper Station Farm, LP

*Juniper Station Farm LP**Patricia L. Eisenman*STATE OF *Idaho*COUNTY OF *Elmore*On this *25th* day of *April*
in the year *2006*, before me a Notary Public, personally
appeared *Patricia L. Eisenman*known or identified to me to be one of the partners in the limited
liability partnership of *Juniper Station Farm LP*
and the partner or one of the partners who subscribed said limited
liability partnership name to the foregoing instrument, and
acknowledged to me that he/she/they executed the same in said
liability partnership name.Signature: *Patricia L. Eisenman*
Residing at: *1414 Hume*
Comm. Exp: *12-22-11*

ATTACHMENT D-3

LEGAL DESCRIPTION

A parcel of land being the NW1/4SE1/4 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 2643.24 feet along the south boundary of said 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 North 00°12'50" East 1318.41 feet along the west boundary of the said SE1/4 of Section 23 to a set 5/8" iron pin marking the S1/16 Corner of said Section 23, said pin also marking the Real Point of Beginning;

thence continuing North 00°12'50" East 1318.41 feet along the west boundary of the said NW1/4SE1/4 of Section 23 to a set 5/8" iron pin marking the C1/4 Corner of said Section 23;

thence South 89°46'01" East 1320.06 feet along the north boundary of the said NW1/4SE1/4 of Section 23 to a set 5/8" iron pin marking the E1/16 Corner of said Section 23;

thence South 00°10'48" West 1317.50 feet along the east boundary of the said NW1/4SE1/4 of Section 23 to a set 5/8" iron pin marking the SE1/16 Corner of said Section 23;

thence North 89°48'23" West 1320.84 feet along the south boundary of the said NW1/4SE1/4 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 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;
thence North 00°12'50" East 30.00 feet along the west boundary

(See Attached)

ATTACHMENT D ~4

CASE NO.: 06-442

LEGAL DESCRIPTION

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 SE1/4SW1/4 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.

ALSO SUBJECT TO:

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

ATTACHMENT D-5

06-442

THIS DEED REPLACES INSTRUMENT NUMBER 375362

WARRANTY DEED

FOR VALUE RECEIVED
Juniper Station Farm, L.P.

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Paul T. Brooks

GRANTEE(S), whose current address is: 350 W Milwaukee #2143 Boise, ID 83704
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 right 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. Eisenman, partner

STATE OF Idaho)

COUNTY OF Elmore)

On this 1st day of August

in the year 2007, before me a Notary Public, personally appeared Patricia L. Eisenman

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 name to the foregoing instrument, and acknowledged that she/they executed the same in said limited partnership name.



Signature: *Patricia L. Eisenman*
Residing at: *in the home*
Comm. Exp: *12-27-11*

Instrument # 389918
Elmore County, Idaho
02:59pm Aug. 03, 2007
For: GUARANTY TITLE INC
No. of Pages: 3 Fee: \$9.00
MARSA GRIMMETT, Recorder
Deputy: DLE

ATTACHMENT E -1

CASE NO.: 06-442

LEGAL DESCRIPTION

A parcel of land being the NW1/4SE1/4 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 2643.24 feet along the south boundary of said 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 North 00°12'50" East 1318.41 feet along the west boundary of the said SE1/4 of Section 23 to a set 5/8" iron pin marking the S1/16 Corner of said Section 23, said pin also marking the Real Point of Beginning;

thence continuing North 00°12'50" East 1318.41 feet along the west boundary of the said NW1/4SE1/4 of Section 23 to a set 5/8" iron pin marking the C1/4 Corner of said Section 23;

thence South 89°46'01" East 1320.06 feet along the north boundary of the said NW1/4SE1/4 of Section 23 to a set 5/8" iron pin marking the E1/16 Corner of said Section 23;

thence South 00°10'48" West 1317.50 feet along the east boundary of the said NW1/4SE1/4 of Section 23 to a set 5/8" iron pin marking the SE1/16 Corner of said Section 23;

thence North 89°48'23" West 1320.84 feet along the south boundary of the said NW1/4SE1/4 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 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;
thence North 00°12'50" East 30.00 feet along the west boundary

(See Attached)

CASE NO.: 06-442

LEGAL DESCRIPTION

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 SE1/4SW1/4 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.

ALSO SUBJECT TO:

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

ATTACHMENT E -3