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Form 1-222
12-92

(Internet)

NOV 03 2005

WATER RESOURCES
WESTERN STATE OF IDAHOPage 1 of 8

DEPARTMENT OF WATER RESOURCES

Transfer No. 74005

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Ted R. and Christine Frisbee (JR) ^{4/7/19/07}

208 796-2279

Name of applicant Cisceman Family Trust Phone 888-681-9892Post Office address 2958 So Oakhurst St Boise ID 83705A. PURPOSE OF TRANSFER 19270 NW Harper Rd Mayfield ID 83716

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 240 acres into 2 lots and leave approx 1/4 the water rights w/ each parcel

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

1. Right Number 61-11965 Priority 12-16-1925 Amount (cfs/ac-ft) .1 CFS Nature of Use Irrigation Period of Use 3/15 to 11/15
 _____ to _____
 _____ to _____
 _____ to _____
2. Total amount of water being transferred .1 CFS cubic feet per second and/or 750225 acre-feet per annum.
3. Source of water well-ground water tributary to N/A
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
<u>4</u>	<u>E 1/2</u>	<u>SW 1/4</u>	<u>SE 1/4</u>	<u>23</u>	<u>2S</u>	<u>4E</u>	<u>Elmore</u>	

5. Lands irrigated or place of use: See Attached legal Description for Parcel 4

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>19.5</u>		<u>\$19.5</u>

5 Acres within 19.5 Acre permissible Place of use

Total acres \$ 19.5

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 & 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 1.1 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
4	E 1/2	S 4 1/4	S 8 1/4	23	2S	4E	E/more	

3. Lands irrigated or place of use: See Attached legal Description for Parcel 4

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																	5

Total acres 5**C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)**

1. amount 1.72 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
	N 1/4	S 1/4	S 8 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	2S	4E																	86

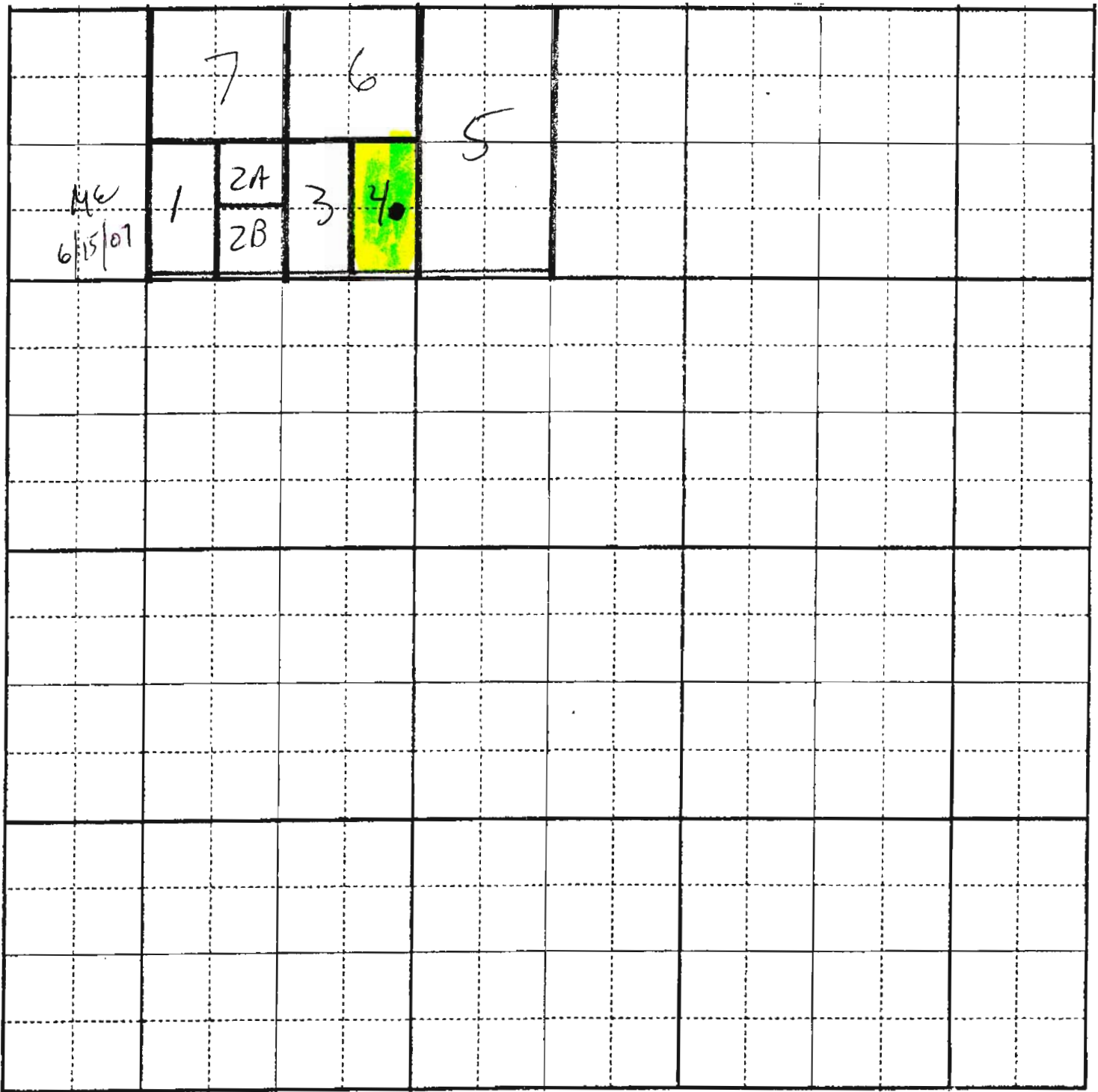
Total acres 86

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.

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WATER RESOURCES
WESTERN REGION

JUN 30 2007

DEPARTMENT OF
WATER RESOURCES

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

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

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

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
61-11965		yes			

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

Eisenman Family Trust
2988 S. Owyhee St., Boise, ID 83706

4. New Owner/Claimant(s)

Ted & Christine Fisher
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

19270 NW Hapli Rd.

City, State and ZIP Code

Mayfield, ID 83716

New Telephone Number

() 796-2279

5. Date you acquired the property

11.9.05

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

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation	<u>0.39 cfs / 88 AF</u>	<u>19.5 acres</u>
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

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

7. Signature(s) of New Owner(s) or Claimant(s)

Christine M. Fisher

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

 Received by AMB
 Received by AMB
 Processed by _____ AJ

 Date 3.30.07
 Date 3.30.07
 Date _____

 Receipt Amt. 125.00
 Receipt No. 0083724
 WR _____ Date _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**INSTRUCTIONS FOR FILING
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. All claimants and owners of water rights are required to notify the Department of Water Resources (IDWR) of any change in mailing address or change in ownership of all or part of a water right. In addition, all purchasers of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary. Please attach additional sheets to the form if you require additional space to describe or explain any of the questions on the form.

Effective July 1, 2000, the Idaho Legislature amended Section 42-248, Idaho Code to include a provision for fees to file a Notice of Change in Water Right Ownership. Please see details at Line 8, below, to determine if fees are required for your filing.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office if you would like more information or need help completing this form (a list of our offices are listed on page 2 of these instructions), or call 1-800-451-4129. Water right information can be found on the Department's website using the "On-Line Data" search at: www.idwr.idaho.gov.

LINE INSTRUCTIONS:

1. If there are water rights associated with the property, **the seller should be able to provide you with the water right or adjudication claim number(s)**. Corresponding water right and adjudication claim numbers should be listed next to each other on the form. You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be "split" to provide you your share of each right. Indicate if a split is required by checking in the space provided next to each water right.

If you receive water from a municipal provider, an irrigation district or other water delivery organization, where the water rights are held by the organization, please do not use this form to record a change. You may need to contact the water delivery organization to determine if any action is necessary.

If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If adjudication claims for the rights are required and have not been filed, IDWR will so advise you.

2. IDWR cannot process this change without documentation of ownership. The preferred types of documentation are listed. Contact IDWR if you have difficulty obtaining this information. **Do not** obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner/claimant(s) of the water right(s).
4. Enter the name, mailing address, and telephone numbers of the new owner/claimant(s) and indicate the relationship between multiple owners by using the connector "and", "or", or "and/or" as indicated on your deed or other evidence of ownership

Idaho Department of Water Resources Receipt

Receipt ID C083726

Payment Amount	\$125.00	Date Received	3/30/2007 11:24:25 AM	Region	State	Status
Payment Type	Check	Check Number	3645			

Payer FRISBEE TED AND CHRISTINE

Comment 61-11965

Fee Detail

Amount	Description	Fund	FD	PCA	SO
\$125.00	OWNERSHIP CHANGES/SECURITY INTERESTS	0229	21	56140	1155



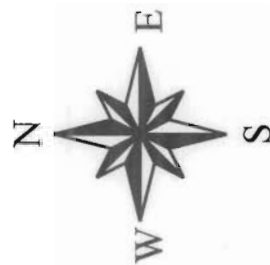
Signature Line (Dept. Representative)

ATTACHMENT D-3

61-11965



61-11965.shp
GCDB02S04E GCDB
Right POD



ATTACHMENT D-4

A. SETTLEMENT STATEMENT		U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	
GUARANTY TITLE, INC. 206 South 3rd East St Mountain Home, Id 83647		OMB No. 2502-0265	
B. TYPE OF LOAN			
1. ☐ FHA	2. ☐ FNMA	3. ☐ CONV. UNINS.	6. File Number: 05-868
4. ☐ VA	5. ☐ CONV. INS.		7. Loan Number:
8. Mortgage Insurance Case Number:			
C. NOTE:		This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.	
D. NAME AND ADDRESS OF BORROWER:		E. NAME AND ADDRESS OF SELLER/TAX I.D. No.:	
Ted R. Frisbee, Jr. Christine Frisbee 2988 South Owyhee Boise, ID 83705		Juniper Station Farm, LP 2988 South Owyhee Boise, ID 83705	
F. NAME AND ADDRESS OF LENDER:			
G. PROPERTY LOCATION:		H. SETTLEMENT AGENT:	
NNA Harper Road Mountain Home, Id 83647		GUARANTY TITLE, INC.	
		I. SETTLEMENT DATE: 11/09/05	
		PLACE OF SETTLEMENT: 206 South 3rd East St Mountain Home, Id 83647	
J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract Sales Price	58,000.00	401. Contract Sales Price	58,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	110.50	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes 11/09/05 to 01/01/06	14.52	407. County taxes 11/09/05 to 01/01/06	14.52
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	58,125.02	420. GROSS AMOUNT DUE TO SELLER	58,014.52
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money	1,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	4,042.50
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. 2005 tax #13224	517.96
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 01/01/05 to 11/09/05		511. County taxes 01/01/05 to 11/09/05	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	1,000.00	520. TOTAL REDUCTION AMOUNT DUE SELLER	4,560.46
300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT TO/FROM SELLER	
301. Gross amount due from borrower (line 120)	58,125.02	601. Gross amount due to seller (line 420)	58,014.52
302. Less amounts paid by/for borrower (line 220)	1,000.00	602. Less reductions in amount due seller (line 520)	4,560.46
303. CASH (X) FROM () TO BORROWER	57,125.02	603. CASH (X) TO () FROM SELLER	53,454.06

Previous edition is obsolete.

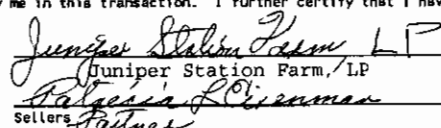
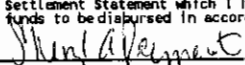
HUD-1 (8-87)
RESPA, HB 4305.2

ATTACHMENT B-6

-2-

1. SETTLEMENT CHARGES				PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION					
based on price \$ 58,000.00 @ 6.50 % = 3,480.00					
Division of Commission (Line 700) as follows:					
701. \$	3,480.00	to ERA Westwind			
702. \$		to			
703. Commission paid at Settlement					
704.					3,480.00
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee		%			
802. Loan Discount		%			
803. Appraisal Fee to					
804. Credit Report to					
805. Lenders Inspection Fee					
806. Mortgage Insurance Application Fee to					
807. Assumption Fee					
808.					
809.					
810.					
811.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest from		to	\$	/day	
902. Mortgage Insurance Premium for		months to			
903. Hazard Insurance Premium for		years to			
904. Flood Insurance Premium for		years to			
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance	months @		per month		
1002. Mortgage Insurance	months @		per month		
1003. City property taxes	months @		per month		
1004. County property taxes	months @		per month		
1005. Annual assessments	months @		per month		
1006. Flood insurance	months @		per month		
1007.	months @		per month		
1008.	months @		per month		
1100. TITLE CHARGES					
1101. Settlement or closing fee	to	GUARANTY TITLE, INC.		104.50	104.50
1102. Abstract or title search	to				
1103. Title examination	to				
1104. Title insurance binder	to				
1105. Document preparation	to				
1106. Notary fees	to				
1107. Attorney's fees	to				
(includes above item numbers:)					
1108. Title Insurance	to	GUARANTY TITLE, INC.		458.00	458.00
(includes above item numbers:)					
1109. Lender's coverage	\$				
1110. Owner's coverage	\$	58,000.00	458.00		
1111.					
1112.					
1113.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording fees: Deed \$	6.00	Mortgage \$		6.00	
1202. City/county tax stamps: Deed \$		Mortgage \$			
1203. State tax/stamps: Deed \$		Mortgage \$			
1204.					
1205.					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey to					
1302. Pest inspection to					
1303.					
1304.					
1305.					
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Sect. J and 302, Sect. K)				110.50	4,042.50
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.					
<u>Ted R. Frisbee, Jr.</u> <u>Christine M. Frisbee</u> Borrowers Christine Frisbee				Juniper Station Farm, LP Sellers	
The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.				November 9, 2005 Date	
Settlement Agent					
Warning: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.					

ATTACHMENT D-7

L. SETTLEMENT CHARGES				PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION					
based on price \$ 58,000.00 @ 6.00 % = 3,480.00					
Division of Commission (line 700) as follows:					
701. \$	1,740.00	to Gestrin Smith Coelho			
702. \$	1,740.00	to ERA Westwind			
703. Commission paid at Settlement					3,480.00
704.					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee		%			
802. Loan Discount		%			
803. Appraisal Fee to					
804. Credit Report to					
805. Lenders Inspection Fee					
806. Mortgage Insurance Application Fee to					
807. Assumption Fee					
808.					
809.					
810.					
811.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest from		to	\$ /day		
902. Mortgage Insurance Premium for		months to			
903. Hazard Insurance Premium for		years to			
904. Flood Insurance Premium for		years to			
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance		months @ \$	per month		
1002. Mortgage Insurance		months @ \$	per month		
1003. City property taxes		months @ \$	per month		
1004. County property taxes		months @ \$	per month		
1005. Annual assessments		months @ \$	per month		
1006. Flood insurance		months @ \$	per month		
1007.		months @ \$	per month		
1008.		months @ \$	per month		
1100. TITLE CHARGES					
1101. Settlement or closing fee		to GUARANTY TITLE, INC.		104.50	104.50
1102. Abstract or title search		to			
1103. Title examination		to			
1104. Title insurance binder		to			
1105. Document preparation		to			
1106. Notary fees		to			
1107. Attorney's fees		to			
(includes above items numbers:)					
1108. Title insurance		to GUARANTY TITLE, INC.			458.00
(includes above items numbers:)					
1109. Lender's coverage		\$			
1110. Owner's coverage		\$ 58,000.00	458.00		
1111.					
1112.					
1113.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording fees: Deed \$	6.00	Mortgage \$	Releases \$	6.00	
1202. City/county tax stamps: Deed \$			Mortgage \$		
1203. State tax/stamps: Deed \$			Mortgage \$		
1204.					
1205.					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey to					
1302. Pest inspection to					
1303.					
1304.					
1305.					
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Sect J and 502, Sect K)				110.50	4,042.50
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.					
Ted R. Frisbee, Jr.				 Juniper Station Farm, LP Sellers Partners	
Borrowers Christine Frisbee					
The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.					
 Settlement Agent				November 9, 2005 Date	
Warning: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.					

ATTACHMENT D - 8

WARRANTY DEED

FOR VALUE RECEIVED
Juniper Station Farm, LP

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Ted R. Frisbee, Jr. and Christine Frisbee, husband and wife

GRANTEE(S), whose current address is: 2988 South Owyhee Boise, ID 83705
the following described real property in Elmore County, State of Idaho,
more particularly described as follows, to wit:

(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: November 7, 2005

Juniper Station Farm, LP
Juniper Station Farm, LP

Patricia L. Eisenman
Partner

STATE OF IDAHO
COUNTY OF Elmore }

On this 14th day of November
In the year 2005, 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 limited liability partnership name



Signature Sheryl A. Reford
Reading at Mountain Home
Comm Exp: 12-31-05

ATTACHMENT D - 9

LEGAL DESCRIPTION

A parcel of land being a portion of the E1/2SW1/4SE1/4 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 3304.05 feet along the south boundary of said Section 23 and the centerline of Harper Road to a set 1/2" iron pin marking SW corner of the said E1/2SW1/4SE1/4 of Section 23;
thence North 00°11'49" East 30.00 feet along the west boundary of the said E1/2SW1/4SE1/4 of Section 23 to a point lying along the northerly right of way of said Harper Road, said point bears South 00°11'49" West 20.00 feet from a set 1/2" iron pin, said point also marking the Real Point of Beginning;

thence continuing, North 00°11'49" East 1287.96 feet along the said west boundary of the E1/2SW1/4SE1/4 of Section 23 to a set 1/2" iron pin marking the NW Corner of the said E1/2SW1/4SE1/4 of Section 23;

thence South 89°48'23" East 660.42 feet along the north boundary of the said E1/2SW1/4SE1/4 of Section 23 to a set 5/8" iron pin marking the SE1/16 Corner of said Section 23;

thence South 00°10'48" West 1287.50 feet along the east boundary of the said E1/2SW1/4SE1/4 of Section 23 to a point lying along the said northerly right of way of Harper Road said point bears South 00°10'48" West 20.00 feet from a set 1/2" iron pin;

thence North 89°50'45" West 660.81 feet along the said northerly right of way of Harper Road to the Point of Beginning.

SUBJECT TO:

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

ATTACHMENT D 10

ESCROW CLOSING INSTRUCTIONS

Date: November 9, 2005

TO: GUARANTY TITLE, INC.

Escrow No. 05-868

SELLER herein deposits with you under these instructions the following:

- (x) Executed Escrow Closing Statement
- (x) Warranty Deed
- (x) Tax Adjustment Notice/Affidavit
- (x) IRS Reporting
- () Long Term Escrow Instructions
- () Promissory Note/Deed of Trust or Mortgage/Request for Reconveyance or Satisfaction
- ()

which you are hereby authorized and instructed to deliver, release and/or record when you have for the account of the Seller Fifty eight thousand dollars and no cents

(\$ 58,000.00), subject to any charges and/or credits authorized herein; AND

BUYER herewith deposits with you cashier's or other certified funds as required pursuant to escrow closing statements and the following:

- (x) Executed Escrow Closing Statement
- (x) Tax Adjustment Notice
- () Long Term Escrow Instructions
- () Promissory Note/Deed of Trust or Mortgage/ Request for Reconveyance or Satisfaction
- ()
- ()
- ()

Buyer has paid \$ 0.00 to EAR WESTwind outside of escrow, which you are authorized and instructed to deduct from the sums due to EAR WESTwind, pursuant to the escrow closing statement.

You are hereby authorized and directed to use the funds and documents described above, when you are able to close in accordance with the instructions below:

1. When you are in a position to issue or have issued a policy or policies of title insurance insuring Buyer (or as otherwise hereinafter provided) in the form of an ALTA Standard Policy and in the amount (or amounts) as follows:
 - (X) Owner's () Purchaser's OR ()
 - form in the amount of \$ 58,000.00
 - () Mortgagee's () Standard form AND/OR () ALTA form in the amount(s) of \$
 - on the real property described in Title Commitment No. 05-868
 - which the undersigned have read and approved, which will show record title vested in Ted R. Frisbee, Jr. and Christine Frisbee, husband and wife

free and clear of all encumbrances except for the insuring clauses, exceptions, exclusions, provisions, and stipulations customarily contained in the printed provisions of such form and exceptions numbered as set forth in above referenced Title Commitment dated 08/19/05; AND Deed of Trust/Mortgage executed by Ted R. Frisbee, Jr. and Christine Frisbee, husband and wife

dated for the payment of \$ in favor of

Then you are instructed to disburse deposited funds pursuant to the Escrow Closing Statement(s) examined and approved by the parties hereto and by this reference made a part hereof. Proceeds of this escrow may be disbursed by your check payable to the parties, and your checks and documents may be mailed to the addresses set forth.

The undersigned have examined and hereby approve for use in this escrow the following documents as to content and form: the above documents and all documents necessary for completing the above transaction.

All documents have been prepared and completed according to the directions and instructions of the parties hereto, or their authorized attorneys or agents.

ATTACHMENT D-11

2. You are instructed to prorate as of 11/09/05 the following:
property taxes

and it is understood that the prorated charges shown upon the escrow closing statement are prorated as of said date. Assume a per diem basis (based on 365 days per year) in any prorata herein provided, except rents which shall be prorated on a 30 day month, and unless parties otherwise instruct you, you are to use the information contained in the last available tax statement, rental statement as provided by the seller, beneficiary's statement, and fire insurance policies delivered into escrow for the proratas provided above. In the event any beneficiary's statement reveals a deposit, account or funds for a future payment of taxes, insurance or other future obligations of the loan, you are to: () Credit Seller and Debit buyer
() Other:

It is understood and agreed that the real property tax proration herein is based on 2005 est tax in the amount of \$ 100.00

3. All water and utility charges (except for irrigation, sewer and/or trash assessments, if any) will be handled by the principals outside of this escrow.
4. Unless specifically provided elsewhere in these instructions, the cancellation, transfer or purchase of fire or other casualty insurance shall be handled by the parties outside of this escrow.
5. You are authorized to deduct from seller's proceeds any additional interest due on loan payoffs to lender after closing if a loan payoff is being made as a part of the transaction. The parties understand that there may be adjustments on unusual recording fees after the signing of these instructions. You are further authorized to deduct same from seller's proceeds and/or deduct from buyer's funds any payments made by you for said recording fees.
6. All money received by you in this escrow is to be deposited in your trust account pending closing. Seller and/or Buyer hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Guaranty Title has or may have other banking relationships and further consent to the retention by Guaranty Title and/or its affiliates may receive from such financial institutions by reason of their maintenance of said trust accounts.
7. These instructions are effective for na days from date hereof; and, thereafter, without written instructions to continue, you are authorized and instructed to cancel this escrow. I/We, jointly and severally, agree to pay your cancellation fee and all charges in connection therewith. In the event of cancellation of this escrow, all funds, except loan funds, shall be held subject to written cancellation instructions executed by all principals involved.
8. These escrow closing instructions may be executed in counterparts with like effect as if all signatures appeared on a single copy.
9. You are bound solely by the provisions set forth in these escrow instructions and the parties hereto understand that you are not a party to Real Estate Purchase Agreement And Receipt for Earnest Money dated 08/12/05 (and amendments thereto, if any) previously executed by the parties herein, and that said Real Estate Purchase Agreement and Receipt for Earnest Money is/are not a part of these escrow closing instructions. You are to be concerned only in the performance of your duties in compliance with these escrow closing instructions.
10. You are instructed to furnish to any broker or lender identified with this transaction or anyone acting on behalf of such lender, any information concerning this escrow upon request of said broker or lender.
11. Should any disputes arise between parties interested in property or funds covered in these instructions, you shall have the option to hold all matters pending in their then existing status or to join in or commence a court action, or to bring an action in interpleader, at your option. Upon your determination to hold this escrow open for determination of the rights of the parties, you will be relieved of all responsibility to proceed until the rights of the parties are settled in your satisfaction refrain to act until (a) the parties hereto have reached an agreement in their differences and shall have notified the escrow holder in writing of such agreement or (b) the rights of the parties have been duly adjudicated by a Court of competent jurisdiction. It is further agreed that in the event of any suit or claim made against you by either or both parties to this escrow or in the event any suit is instituted by you to resolve your responsibility regarding conflicting claims of both parties to this escrow, that said parties jointly and severally, shall be required to pay you all expenses, costs and reasonable attorney's fees incurred by you in connection therewith, whether suit is instituted by you or any of the parties hereto, or not.

12. In the event of any disagreement between the parties hereto, or demands or claims made upon you by the parties hereto or interested herein or by any other party you, as escrow holder, shall have the right to employ legal counsel to advise you and/or represent you in any suit or action brought affecting this escrow or the papers held in connection herewith or to bring an action in interpleader, at your option. The parties hereto shall be jointly and severally liable to you for any and all attorney's fees, costs and disbursements incurred by you in connection with the employment of counsel in such conflict, and, upon demand, the parties shall forthwith pay the same to you, as escrow holder. If you are required to institute suit to collect such sums as are owed to you pursuant to this or any other provision of this instruction, you shall further be entitled to payment by the parties found liable for such unpaid charges of any costs and attorney's fees incurred in the prosecution of such action.

DECLARATION OF ESCROW SERVICES:

Both Buyer and Seller acknowledge the following by their signatures below:

We have been specifically informed that Guaranty Title, Inc. (hereinafter referred as GT) is not licensed to practice law and no legal advice has been offered by GT or any of its employees. We have been further informed that GT is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting merits of this escrow transaction or the nature and content of the documents executed herein, and that it has not done so.

We have been requested by escrow holder to seek legal counsel of our own choosing at our own expense, if we have any doubt concerning any aspect of this transaction.

We further declare all instruments to which we are a party, if prepared by GT have been prepared under the direction of our attorneys or ourselves and particularly that copying legal descriptions from title reports into forms of deeds, etc., or reforming of legal descriptions or agreements is, or will be, solely at our direction or request.

We have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

These escrow closing instructions constitute the entire agreement between the escrow holder and the undersigned parties. Any amendment and/or supplement to these instructions must be in writing.

We further understand that GT assumes no liability as to law, ordinance or governmental regulations including, but not limited to, building, zoning and division of land ordinances and assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth in Lending, Consumer Protection Act (Public Law 90-321), or similar laws.

THE UNDERSIGNED HAVE READ AND FULLY UNDERSTAND THE FOREGOING ESCROW CLOSING INSTRUCTIONS AND ALSO THE DECLARATION SET FORTH ABOVE AND AGREE TO THE SAME.

Seller:

Buyer:

The foregoing instructions have been acknowledged and received by GT.

GUARANTY TITLE, INC.

By:

Escrow Officer

Dated:

11-22-05

ATTACHMENT D -13

TAX NOTICE

THE TAX VALUES SHOWN IN THE ATTACHED CLOSING STATEMENT ARE BASED ON ESTIMATES.

Buyer and Seller therein hereby affirm and agree that GUARANTY TITLE, INC., INC., its employees, agents or assigns have not made any warranties as to the accuracy of these tax figures. Further, Buyer and Seller agree that should the actual tax, as shown in the tax statement forwarded by the Assessor's Office during the year of sale, differ from the figure represented in the attached closing statement the following will occur:

In the event buyer has received excess credit based on the estimated tax, buyer agrees to reimburse seller; or

In the event seller has received excess credit based on the estimated tax, seller agrees to reimburse buyer.

It has recently become the practice of the County Assessor/Treasurer to issue subsequent tax statements, the amount shown thereon being unavailable or unknown at the time of closing. Payment of any subsequent tax statements which may be received after date of closing will be handled directly between the respective parties.

It is agreed between the parties herein that they shall assume full responsibility for any further proration or payment of taxes and hereby release Guaranty Title, Inc., from any further obligation.

In Witness Whereof the parties have set their hand, 11/09/05

Seller:

Buyer:

Teo L. L. L. L.
Charles M. L. L.

Property Address: NNA Harper Road
Escrow Number: 05-868

ATTACHMENT D-15

Nov 17 2005 11:12

Hobson Fabricating, Inc. (208) 658-1720

P.1

11/15/2005 16:13 2805978378

GUARANTY TITLE INC

PAGE 06

PRIVACY POLICY NOTICE

THE FOLLOWING FORM IS INTENDED FOR INFORMATION ONLY. IT ASSUMES THAT THE USER WILL NOT BE SHARING NONPUBLIC PERSONAL INFORMATION WITH NONAFFILIATED THIRD PARTIES EXCEPT TO CARRY OUT THE CUSTOMER'S TRANSACTION, TO PREVENT FRAUD AND UNAUTHORIZED TRANSACTIONS, FOR INSTITUTIONAL RISK CONTROL, TO RESOLVE CLAIMS, AND AS REQUIRED BY LAW. (16 CFE SECTIONS 313.14 AND 313.15)

GUARANTY TITLE INC. PRIVACY POLICY

We collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as your name, address, telephone number, or social security number;
- Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc; and
- Information from public records

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide the products or services requested by you or your lender.

We maintain physical, electronic, and procedural safeguards that comply with appropriate federal and state regulations.

Our concern with the protection of your information has been a part of our business since 1902, when the company began as an abstract company and now issues title insurance policies. We will continue to protect the privacy, accuracy, and security of customer information given to us.

No response to this notice is required, but if you have questions, please write to us:

Guaranty Title, Inc.
204 South 3rd East Street
Mountain Home, Idaho 83647

Initial: TE, CA

ATTACHMENT D -16

P.2

7111-868 (802)

Nov 15 05 04:59P Lee Bidericksen

P.2

7111-868 (802)

Lee Bidericksen

TAX NOTICE

THE TAX VALUES SHOWN IN THE ATTACHED CLOSING STATEMENT ARE BASED ON ESTIMATES.

Buyer and Seller therein hereby affirm and agree that GUARANTY TITLE, INC., INC., its employees, agents or assigns have not made any warranties as to the accuracy of these tax figures. Further, Buyer and Seller agree that should the actual tax, as shown in the tax statement forwarded by the Assessor's Office during the year of sale, differ from the figure represented in the attached closing statement the following will occur:

In the event buyer has received excess credit based on the estimated tax, buyer agrees to reimburse seller; or

In the event seller has received excess credit based on the estimated tax, seller agrees to reimburse buyer.

It has recently become the practice of the County Assessor/Treasurer to issue subsequent tax statements, the amount shown thereon being unavailable or unknown at the time of closing. Payment of any subsequent tax statements which may be received after date of closing will be handled directly between the respective parties.

It is agreed between the parties herein that they shall assume full responsibility for any further proration or payment of taxes and hereby release Guaranty Title, Inc., from any further obligation.

In Witness Whereof the parties have set their hand, 11/09/05

Seller:

Buyer:

Juniper Station Farm, LP
Patricia A. Resnick
General Partner

Property Address: NNA Harper Road
Escrow Number: 05-868

ATTACHMENT D-17

PRIVACY POLICY NOTICE

THE FOLLOWING FORM IS INTENDED FOR INFORMATION ONLY. IT ASSUMES THAT THE USER WILL NOT BE SHARING NONPUBLIC PERSONAL INFORMATION WITH NONAFFILIATED THIRD PARTIES EXCEPT TO CARRY OUT THE CUSTOMER'S TRANSACTION, TO PREVENT FRAUD AND UNAUTHORIZED TRANSACTIONS, FOR INSTITUTIONAL RISK CONTROL, TO RESOLVE CLAIMS, AND AS REQUIRED BY LAW. (16 CFR SECTIONS 313.14 AND 313.15)

**GUARANTY TITLE INC.
PRIVACY POLICY**

We collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as your name, address, telephone number, or social security number;
- Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc; and
- Information from public records

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide the products or services requested by you or your lender.

We maintain physical, electronic, and procedural safeguards that comply with appropriate federal and state regulations.

Our concern with the protection of your information has been a part of our business since 1902, when the company began as an abstract company and now issues title insurance policies. We will continue to protect the privacy, accuracy, and security of customer information given to us.

No response to this notice is required, but if you have questions, please write to us:

Guaranty Title, Inc.
206 South 3rd East Street
Mountain Home, Idaho 83647

Initial: DE

ATTACHMENT D - 18

1. INTRODUCTION

PROPERTY ADDRESS: 0000 N. Harbor #4

Letters to extend 30 days for an additional
500.00 deposit if needed. additional deposit
to be made to buy at closing.

9. **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 sets, satellite dish and mounting equipment, attached plumbing, bathroom and kitchen fixtures, window/curtains, screen doors, storm windows, storm doors, all window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating equipment and fixtures, attached fireplace equipment, porches, verandahs, conduits and all utility equipment, and all RANGES, ovens, built in dishwasher, and built in and freestanding kitchen and equipment, all water systems, walls, springs, water, water closets, closets and attic rights, if any, that are appurtenant to the land are now or ever used in connection with the premises and shall be included in the sale unless otherwise provided herein. **BUYER** should verify himself/herself of the true condition of the included items is acceptable. It is agreed that any item included in this contract is of nominal value less than \$100.

(A) ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: 4000 sq ft kitchen
attic, 2nd floor, & all utilities to be to lot, & down
to be able to get building permit & dig permit.

(B) ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: None. & Septa permit

8. **TITLE CONVEYANCE:** Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and reasonable except for rights reserved in Federal patents, state railroad roads, 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 satisfied 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 coverage available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverage 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 conditions of the title to said premises. BUYER or its _____ business agent(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 _____ business day(s) after notice demanding 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 the insurance commission fee, escrow and legal fees, if any.

(B). TITLE COMPANY: The parties agree that Wendell This Company
located at 1700 N. 1st St. shall provide the title policy and preliminary report of commitment.

(C). **STANDARD COVERAGE OWNER'S POLICY:** SELLER shall within a reasonable time after signing Appendix A BUYER a fire insurance policy in the amount of the purchase price of the premises showing reasonable and insurable risk subject to the terms, conditions, coverages and deductibles set out in the Agreement to be shipped to 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 LATAMTA Homeowner's Policy of the Insurance. At BUYER's request, can provide information about the company, deductibles, coverages and cost of various title insurance coverages and endorsements. If BUYER desires this 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.

(2) **EXTENDED COVERAGE LENDER'S POLICY** (Strongarm policy): The lender may require that DUVER (Strongarm) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers actions of public record and substantially 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 attaches to 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 risks afforded to the homeowner (e.g., the homeowner's general liability insurance, extended policies of this transaction, namely bonds, and sub-contractor information). The Disclosure Statement must be given to a homeowner prior to the General Contractor entering into any contract 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 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 Initial: TF x CJ Date: 8-12-05 RELLECT NAME: NE x 8/12/05

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REAL ESTATE PURCHASE AND SALE AGREEMENT PAGE 2 REV. JULY 2006 EDITION

ATTACHMENT E - 1

MLS # 98194009
Class Land
Type Building Lots
Area Mtn Home/Elmore - 1500
Address 0000 N Harper Rd Lot #6
City Mountain Home
Zip 83647

Asking Price \$85,000
Status Sold
Acres 40.00
Land Size 20 Acres - 40 Acres
Lot Size X
Price/Acre 2125.00
Cross Street Simco Rd



REMARKS

40 Acre parcel with 10" water rights.

AGENT REMARKS

All irrigation water to be pumped out of Buyers domestic well. For well & water rights information contact Dave Spencer.

GENERAL

Listing Date 3/18/2005
Expiration Date 12/15/2006
DOM 404
Cable TV? No
Cov & Restrict? Yes
Curb & Gutter? No
Flood Ins Req? No
Improv. Dist? No
Irrigation? Yes
Irrigation Dist?
Irrig Dist Name
MH Allowed? Yes
Paved Street? No
Phone Lines? Yes
Sidewalks? No
Survey Avail? Yes
View? Yes
Waterfront? No
Wtr Shrs Avail? Yes
Water Deliv? Yes
Subdivision 0 Not Applicable.
Virtual Tour
Directions 8 miles S on Simco from I-84 East on N Cinder Butte Rd 1/4 mile on north side.
Legal E 1/2 of SW 1/4 & SE 1/4 Sec 23 T.2S.R4E

List Agent-Phn/Fx DAVID SPENCER - (208) 484-3616 /
List Office ERA-West Wind-Mtn.Home - Main (208) 587-0711
Co-List Agent LOIS SPENCER - (208) 587-6670
Owner/Bus./Hm /
Agent Email era@velocibus.net
Co-Op Agent \$/% % 3.00 Variable Rate? No
Selling Agt to Prsnt? No
Original Price \$85,000
County Elmore
School District Mountain Home School District #193
Grade School Mtn Home
Jr High Mtn Home
Sr High Mountain H
Electric Available
Fenced
Gas Propane
Land Use Single
Site Features

FEATURES

DOCS ON FILE Survey, CC&Rs, Property Disclosure
IRRIGATION TYPE Well
LIST CLASS Exclusive Right to Sell
ROAD/STREET Gravel
SHOWING Call for Instructions, Drive By
TERMS Cash, Consider All, Owner Will Carry, Willing to Subordinate
TOPOGRAPHY Level, Road Frontage, Solar Potential, Surveyed, View Property, Borders Public Owned Land
WASTE DISPOSAL SYSTEM Septic-Proposed
WATER Individual Well

FINANCIALS

Financing Remarks
Tax Year 2004
Taxes 0.00
Parcel # 0

SOLD INFORMATION

Victoria A Brooks - (208) 440-8541
RE/MAX Advantage - Main (208) 466-0002
Closing Date 4/26/2006 Pending Date 9/8/2005
How Sold Conventional
Sold Price \$85,000
Sold Price per Acre 2125.

Today's Date: 07/25/2007

This information is deemed reliable but not guaranteed. EQUAL HOUSING OPPORTUNITY

ATTACHMENT E - 2

REAL RESIDENTIAL PURCHASE AND SALE AGREEMENT PAGE 3 OF 3 JULY 2003 EDITION

PROPERTY ADDRESS: TED N Harper Rd Mountain Home ID# 2442807

4. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which must be accepted 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 things 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 trimmer(s), interior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, venting, 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 that the condition of the included items is acceptable. It is agreed that any item excluded in this section is of nominal value less than \$100.

(A) ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE:
Items listed in mlis # 98184009

(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, if 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 defects is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance investigation fee, escrow and legal fees, if any.

(B) TITLE COMPANY: The parties agree that Pioneer Title Company located at Nampa/Franklin-Cedar Park 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 KATAALTA 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 (Mortgagee 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.

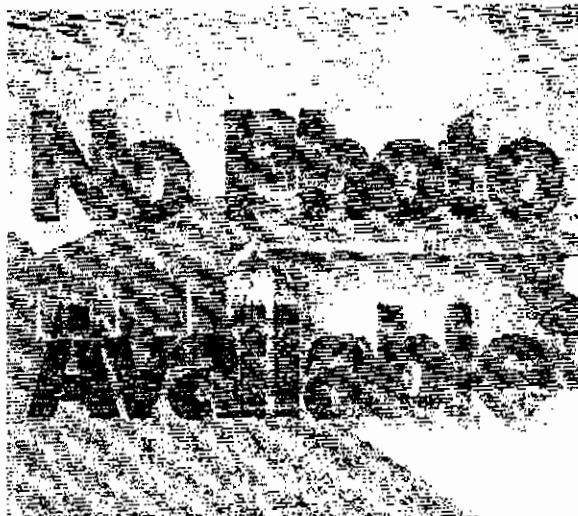
8. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE: BUYER and SELLER are hereby notified that, subject to Idaho Code §45-825 et seq., a "General Contractor" must provide a Disclosure Statement to a homeowner that describes certain rights afforded to the homeowner (e.g. lien waivers, 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 §45-825 et seq. regarding the General Contractor Disclosure Statement.

BUYER'S Initials RS Date 9-7-05 SELLER'S Initials ME Date 9/7/05

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REAL RESIDENTIAL PURCHASE AND SALE AGREEMENT PAGE 3 OF 3 JULY 2003 EDITION

ATTACHMENT E -4



MLS # **98193991**
Class **Land**
Type **Building Lots**
Area **Mtn Home/Elmore - 1500**
Address **0000 N Harper Rd Lot #4**
City **Mountain Home**
Zip **83647**

Asking Price **\$58,000**
Status **Sold**
Acres **20.00**
Land Size **20 Acres - 40 Acres**
Lot Size **X**
Price/Acre **2900.00**
Cross Street **Simco Rd**

MH

REMARKS

20 Acre parcel with 5" water rights.

AGENT REMARKS

All Irrigation water to be pumped out of Buyers domestic well. For well & water rights information contact Dave Spencer.

GENERAL

Listing Date **3/18/2005**

Expiration Date

DOM **249**

Cable TV? **No**

Cov & Restrict? **Yes**

Curb & Gutter? **No**

Flood Ins Req? **No**

Improv. Dist? **No**

Irrigation? **Yes**

Irrigation Dist?

Irrig Dist Name

MH Allowed? **Yes**

Paved Street? **No**

Phone Lines? **Yes**

Sidewalks? **No**

Survey Avail? **Yes**

View? **Yes**

Waterfront? **No**

Wtr Shrs Avail? **Yes**

Water Deliv? **Yes**

Subdivision **0 Not Applic.**

Virtual Tour

Directions **8 MI S. on Simco from I-84 E. on N Cinder Butte Rd 1/4 mi on north side.**

Legal **E 1/2 of SW 1/4 & SE 1/4 Sec 23 T.2S.R.4E**

FEATURES

DOCS ON FILE

IRRIGATION TYPE

LIST CLASS

ROAD/STREET

SHOWING

TERMS

TOPOGRAPHY

WASTE DISPOSAL SYSTEM

WATER

FINANCIALS

Financing Remarks

Tax Year **2004**

Taxes

Parcel # **0**

List Agent-Phn/Fx

List Office

Co-List Agent

Owner/Bus./Hm

Agent Email

Co-Op Agent %/%

Selling Agt to Prsnt? **No**

Original Price

County

School District

Grade School

Jr High

Sr High

Electric

Fenced

Gas

Land Use

Site Features

DAVID SPENCER - (208) 484-3616

ERA-West Wind-Mtn.Home - Main (208) 587-0711

LOIS SPENCER - (208) 587-6670

era@velocity.net

% 3.00 Variable Rate? No

\$58,000

Elmore

Mountain Home School District #193

Mtn Home

Mtn Home

Mountain H

Available

Propane

Single

ATTACHMENT E -5

SOLD INFORMATION

Lee L Didericksen - (208) 866-4030

Smith & Coelho - Main (208) 955-1700

Closing Date **11/22/2005** Pending Date **8/15/2005**

How Sold **Cash**

Sold Price **\$58,000**

Sold Price per Acre

Today's Date: 07/25/2007

This Information is deemed reliable but not guaranteed. EQUAL HOUSING OPPORTUNITY

05-868

THIS DEED REPLACES INSTRUMENT NUMBER 371323
WARRANTY DEED

FOR VALUE RECEIVED
Juniper Station Farm, LP

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Ted R. Frisbee, Jr. and Christine Frisbee, husband and wife

GRANTEE(S), whose current address is: 19270 NW Harper Rd., Mayfield, ID 83716
the following described real property in Elmore County, State of Idaho,
more particularly described as follows, to wit:

(See Attached)

Together with 5 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.

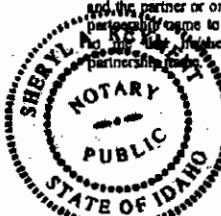
Dated: August 1, 2007

Juniper Station Farm, LP
Juniper Station Farm, LP

Patricia L. Eisenman, partner

STATE OF Idaho }
COUNTY OF Elmore }

On this 2nd 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 came to the foregoing instrument, and acknowledged
that they executed the same in said limited
partnership.



Signature: *Sheryl A. Grimmett*
Residing at: *1227-11*
Comm. Exp: *12-27-11*

Instrument # 389921
Elmore County, Idaho
03:00pm Aug. 03, 2007
For: GUARANTY TITLE INC
No. of Pages: 2 Fee: \$6.00
MARSA GRIMMETT, Recorder
Deputy: OLE

ATTACHMENT F

CASE NO.: 05-868

LEGAL DESCRIPTION

A parcel of land being a portion of the E1/2SW1/4SE1/4 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 3304.05 feet along the south boundary of said Section 23 and the centerline of Harper Road to a set 1/2" iron pin marking SW corner of the said E1/2SW1/4SE1/4 of Section 23;

thence North 00°11'49" East 30.00 feet along the west boundary of the said E1/2SW1/4SE1/4 of Section 23 to a point lying along the northerly right of way of said Harper Road, said point bears South 00°11'49" West 20.00 feet from a set 1/2" iron pin, said point also marking the Real Point of Beginning;

thence continuing, North 00°11'49" East 1287.96 feet along the said west boundary of the E1/2SW1/4SE1/4 of Section 23 to a set 1/2" iron pin marking the NW Corner of the said E1/2SW1/4SE1/4 of Section 23;

thence South 89°48'23" East 660.42 feet along the north boundary of the said E1/2SW1/4SE1/4 of Section 23 to a set 5/8" iron pin marking the SE1/16 Corner of said Section 23;

thence South 00°10'48" West 1287.50 feet along the east boundary of the said E1/2SW1/4SE1/4 of Section 23 to a point lying along the said northerly right of way of Harper Road said point bears South 00°10'48" West 20.00 feet from a set 1/2" iron pin;

thence North 89°50'45" West 660.81 feet along the said northerly right of way of Harper Road to the Point of Beginning.

SUBJECT TO:

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