

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.

RECEIVED
OCT 11 2005
 WATER RESOURCES
 WESTERN REGION

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
63-10669	License	—			—
no claim required		—			—
		—			—
		—			—
		—			—

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**.

SEE ATTACHMENT A

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 on file with the county).

OR

SEE ATTACHMENT B

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) **Please see Attachment C**
-
4. New Owner/Claimant(s) **AR Boise, LLC**
-
- Name Connector (Check one): [] and, [] or, [] and/or
- New Mailing Address **110 East Gurley #200**
-
- City, State and ZIP Code **Prescott, AZ 86301**
-
- New Telephone Number () _____
-
5. Date you acquired the property **08-15-05**
-

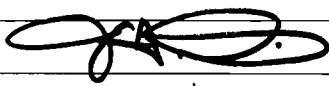
Please send copies of all correspondence to:

Angela Schaer Kaufmann
 PO Box 829
 Boise, ID 83701

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) JEFFREY A. DAVIS, MEMBER OF M3 BUILDERS, LLC.
WHICH IS THE MANAGER OF AR BOISE, LLC.

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 <u>\$25.00</u>
Received by <u>lg</u>	Date <u>10-12-05</u>	Receipt No. <u>W033493</u>
Processed by _____	AJ Date _____	WR _____ Date _____



A Pioneer Company

PIONEER TITLE COMPANY

OF ADA COUNTY

8151 W. Rifleman Ave. / Boise, Idaho 83704

(208) 377-2700

ADA COUNTY RECORDER J. DAV
BOISE IDAHO 01/13/06 02:28 PM
DEPUTY Neava Haney
RECORDED - REQUEST OF
Pioneer

AVARRO

AMOUNT 36.00

12



259985
SRM/HH

WARRANTY DEED

(Parcels 1 & 3)

For Value Received

M&H Development, L.L.C., an Idaho limited liability company

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

AR Boise, LLC, a Texas limited liability company

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

the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

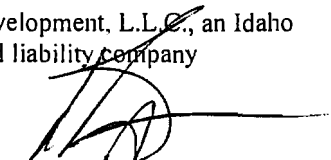
together with (i) all improvements owned by Grantor and located thereon, (ii) all rights, privileges, easements and appurtenances owned by Grantor appertaining to the premises, (iii) all water rights appurtenant to said premises, including without limitation Grantor's rights under water right number 63-17379 as registered with the Idaho Department of Water Resources, and (iii) all right, title and interest of Grantor (if any) in, to and under adjoining streets, rights of way and easements.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever, subject to the matters set forth on Exhibit "B" attached. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: August 15, 2005

M&H Development, L.L.C., an Idaho
limited liability company

By:


Dave Buich, Member

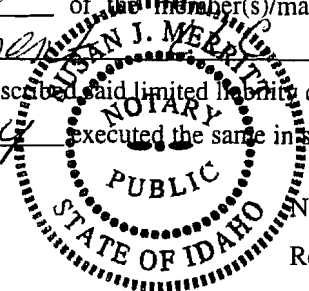
By:


G. Gregory Hall, Member

ACKNOWLEDGEMENT - Limited Liability Company

STATE OF Idaho, County of Ada, ss.

On this 15th day of August in the year of 2005, before me Susan J. Merritt
a notary public, personally appeared Paul Buch & G. Gregory Hall
known or identified to be two of the ~~member(s)~~ manager(s) in a limited liability company, of
MTH Development
and the member(s)/manager(s) who subscribed said limited liability company name to the foregoing instrument, and
acknowledged to me that 7 he 4 executed the same in said limited liability company name.



Notary Public: Susan J. Merritt

Residing at: Caldwell

My commission expires: 5-5-2011

Schedule A

COMMITMENT



Order No. 259985

EXHIBIT A

PARCEL I

The NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 27, Township 5 North, Range 1 West of the Boise Meridian in Ada County, Idaho.

PARCEL III

A portion of Lot 2, Block 1, Kling Estates Subdivision in Sections 28 and 33, Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of Section 28, Township 5 North, Range 1 West;

Thence North $89^{\circ}22'06''$ West 1317.53 feet to a $\frac{1}{16}^{\text{th}}$ corner;

Thence North $00^{\circ}11'33''$ West 368.47 feet to the Southeast corner of Kling Estates Subdivision, the POINT OF BEGINNING;

Thence South $49^{\circ}46'43''$ West 563.24 feet;

Thence North $89^{\circ}22'06''$ West 75.41 feet;

Thence South $57^{\circ}48'06''$ West 467.45 feet;

Thence North $00^{\circ}00'00''$ East 303.23 feet;

Thence South $67^{\circ}58'34''$ East 25.66 feet on a curve to the left whose radius of 140.00 feet, whose central angle is $68^{\circ}28'28''$, whose length is 167.31 feet and whose long chord bears North $77^{\circ}47'12''$ East 157.53 feet;

Thence North $43^{\circ}32'58''$ East 140.31 feet;

Thence on a curve to the left whose radius of 250.00 feet whose central angle is $05^{\circ}57'01''$, whose length is 25.96 feet and whose long chord bears North $40^{\circ}34'07''$ East 25.95 feet;

Thence North $80^{\circ}45'15''$ East 27.32 feet;

Thence South $69^{\circ}07'26''$ East 45.40 feet;

Thence North $64^{\circ}24'11''$ East 50.04 feet;

Thence North $22^{\circ}54'55''$ East 64.53 feet;

Thence North $19^{\circ}29'07''$ East 67.97 feet;

Thence North $47^{\circ}57'08''$ East 51.57 feet;

Thence North $77^{\circ}46'41''$ East 51.93 feet;

Thence South $87^{\circ}13'59''$ East 58.11 feet;

Thence South $79^{\circ}59'56''$ East 63.34 feet;

Thence North $67^{\circ}52'17''$ East 48.40 feet;

Thence North $54^{\circ}59'54''$ East 50.14 feet;

Thence North $04^{\circ}33'29''$ West 113.44 feet;

Thence North $54^{\circ}26'54''$ East 50.18 feet;



3539

ALTA Commitment Form

Schedule A

COMMITMENT



Order No. 259985

Thence South $60^{\circ}53'22''$ East 99.46 feet;

Thence North $79^{\circ}31'22''$ East 33.39 feet;

Thence South $00^{\circ}11'33''$ East 148.39 feet to the POINT OF BEGINNING.

TOGETHER WITH an easement as more particularly defined and described by instrument recorded under No. 94076106.

Schedule B - Section II

COMMITMENT



EXCEPTIONS

Order Number: 259985

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
2. **General Exceptions:**
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
 - (c) Easements, or claims of easements, not shown by the public records.
 - (d) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - (e) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
 - (f) Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.

*PARAGRAPHS A, B, C, D, E AND F WILL NOT APPEAR AS PRINTED EXCEPTIONS ON EXTENDED COVERAGE POLICIES, EXCEPT AS TO SUCH PARTS THEREOF, WHICH MAY BE TYPED AS A SPECIAL EXCEPTION IN SCHEDULE B- SECTION II.

Schedule C

COMMITMENT



SPECIAL EXCEPTIONS

Order Number: 259985

1. General taxes for the year 2005, which are liens, in the original sum of \$68.28, of which the first half became delinquent on December 20th, plus penalty and interest, and the second half of which will not become delinquent until June 20, 2006.

Parcel No.: 272-S0327311100

Said taxes affect Parcel I

General taxes for the year 2005, which are liens, in the original sum of \$993.24, of which the first half became delinquent on December 20th, plus penalty and interest, and the second half of which will not become delinquent until June 20, 2006.

Parcel No.: 272-R4985520028

Said taxes affect Parcel III

2. General taxes for the year 2006, which are liens, are not yet due and payable.
3. Liens, fees and charges for trash services as provided by Ada County Ordinance No. 467 amending Title 5, Chapter 2, Section 4 of Ada County Code (208-287-6800).
4. Liens and assessments of the following district and the rights and powers thereof as provided by law.
District: Farmers Union Ditch Co.
5. Rights and claims in and to those portions of said premises lying within the right of ways of ditches, canals and lateral.
6. Reservations contained in United States Patent
Recorded: March 26, 1919
Instrument No.: 78724
Filed In: Book 5 of Patents at page 573
Affects: Parcel I
7. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
For: Pipe line
In Favor of: Pipe Line Company, a Nevada corporation
Recorded: November 14, 1949
Instrument No.: 293651
Filed in: Book 22 of Miscellaneous, Page 109
Affects: Parcel III

Schedule C

COMMITMENT



SPECIAL EXCEPTIONS

Order Number: 259985

8. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
For: Right of way
In Favor of: Salt Lake Pipe Line Company
Recorded: March 1, 1950
Instrument No.: 298077
Filed In: Book 22 of Misc. Records at page 340
Affects: Parcel I
9. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
For: Right of way
In Favor of: Salt Lake Pipe Line Company
Recorded: June 3, 1950
Instrument No.: 302516
Filed In: Book 22 of Misc. Records at page 555
Affects: Parcel I
10. Terms and provisions set forth in agreement between the parties herein named.
Between: Farmers Union Ditch Company, Limited and Kenneth and Mildred Jennings, husband and wife
Dated: March 1, 1951
Recorded: June 7, 1951
Instrument No.: 318661
Filed In: Book 19 of Contracts at page 135
Affects: Parcel I
11. Exceptions and Reservations contained in Deed from the State of Idaho whereby said grantor excepts all Mineral Rights as defined by Section 47-701 of Idaho Code. Together with Rights and Claims of parties claiming by through or under them.
Recorded: April 13, 1973
Instrument No./Book and Page: 842529
Affects: Parcel I
12. Rights of way for ditches, tunnels and telephone and transmission lines constructed by Authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.
Affects: Parcel I

Schedule C

COMMITMENT



SPECIAL EXCEPTIONS

Order Number: 259985

13. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
For: Road purposes for ingress and egress to and from their land
In Favor of: Kenneth T. Jennings and Mildred Jennings, husband and wife, and Donald K. Jennings and Shirley E. Jennings, husband and wife, and to their successors, assigns and subsequent owners
Recorded: May 10, 1973
Instrument No.: 846172
Affects: Parcel III
14. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
For: Ingress and egress
In Favor of: James A. Little and Bradley J. Little, co-personal representatives of the estate of Jessie Little Naylor, deceased
Recorded: May 17, 1990
Instrument No.: 9025925
Affects: Parcel III
15. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
For: Power line
In Favor of: Idaho Power Company
Reserved by: Warranty Deed
Recorded: September 29, 1993
Instrument No.: 9380408
Affects: Parcel III
16. Terms and provisions set forth in agreement between the parties herein named.
Between: Logan B. Schirmer and Doris Faye Schirmer, husband and wife and Larry E. Kling and Colleen K. Kling, husband and wife
Dated: April 18, 1994
Recorded: April 19, 1994
Instrument No.: 94036259
Affects: Parcel III

Schedule C

COMMITMENT



SPECIAL EXCEPTIONS

Order Number: 259985

17. Matters disclosed by Record of Survey

Recorded: March 18, 2005
Instrument No.: 105032592
Survey No.: 6841

18. Terms and provisions set forth in access easement agreement between the parties herein named.

Between: Donald Kenneth Jennings and Shirley Elaine Jennings
Dated: August 9, 1994
Recorded: August 17, 1994
Instrument No.: 94076106

19. Covenants, conditions, restrictions and easements as set forth on the face of the plat.

20. Covenants, Conditions, Restrictions and Easements

Dated: August 11, 2003
Recorded: August 13, 2003
Instrument No.: 103136434
Affects: Parcel III

21. Matters disclosed by and set forth on ALTA Survey prepared by Associated Land Surveyors Dated December 12, 2005 under File No. 5139-01.

Schedule C

COMMITMENT



SPECIAL EXCEPTIONS

Order Number: 259985

End Of Exceptions

NOTE: There is no notice of record and therefore no search has been made for any unpaid assessments, charges or fees for sewer, water, garbage, irrigation or other possible utility services.

NOTE: If the proposed insured under the Policy to issue has any questions concerning the coverage or exclusions from coverage, the Company will be pleased to provide an explanation.

NOTE: Pursuant to the State of Idaho Insurance Regulations, a cancellation fee is to be charged on all canceled orders. Unless otherwise advised, orders will be considered canceled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

cc:

Pioneer Title Company
8151 W. Rifleman
Boise, ID 83704
Attn.: Sue Rich-Merritt

AR Boise, LLC
c/o Pioneer Title Company
8151 W. Rifleman
Boise, ID 83704
Attn.: Sue Rich-Merritt

Fred Mack
Holland & Hart LLP
101 S. Capitol Blvd., Suite 1400
Boise, ID 83702
208-342-5000

Schedule C

COMMITMENT



SPECIAL EXCEPTIONS

Order Number: 259985

Greg Huber
huberlaw@cableone.net

Judy Brummett
Jbrummett-Bowie@m3comp.com

Lori Marschke
lmarschke@cableone.net

2534831
Srm/HH



ADA COUNTY RECORDER J. DAVID N. RRO
BOISE IDAHO 08/15/05 04:47 PM
DEPUTY Neava Haney
RECORDED - REQUEST OF
Pioneer

AMOUNT 24.00 8



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

WARRANTY DEED

For Value Received M&H Development, L.L.C., an Idaho limited liability company

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

AR Boise, LLC, a Texas limited liability company

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

the following described premises, to-wit:

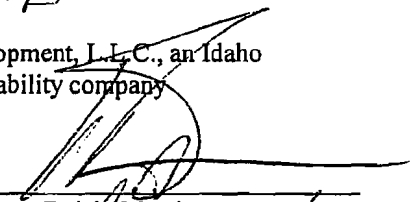
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

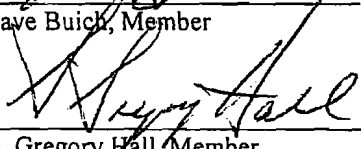
together with (i) all improvements owned by Grantor and located thereon, (ii) all rights, privileges, easements and appurtenances owned by Grantor appertaining to the premises, (iii) all water rights appurtenant to said premises, including without limitation Grantor's rights under water right number 63-10669 as registered with the Idaho Department of Water Resources, and (iii) all right, title and interest of Grantor (if any) in, to and under adjoining streets, rights of way and easements.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever, subject to the matters set forth on Exhibit "B" attached. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: August 15, 2005

M&H Development, L.L.C., an Idaho
limited liability company

By: 
Dave Buick, Member

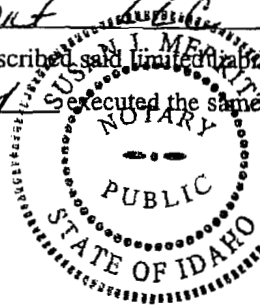
By: 
G. Gregory Hall, Member

ACKNOWLEDGEMENT - Limited Liability Company

STATE OF Idaho, County of Ada, ss.

On this 15th day of August, in the year of 2005, before me Susan J. Merritt,
a notary public, personally appeared Dave Buich & G. Gregory Hall,
known or identified to be two of the member(s)/manager(s) in a limited liability company, of
M&H Development

and the member(s)/manager(s) who subscribed said limited liability company name to the foregoing instrument, and
acknowledged to me that They executed the same in said limited liability company name.



Notary Public: Susan J. Merritt
Residing at: RESIDING AT: CALDWELL, ID
My commission expires MY COMMISSION EXPIRES 05-05-2011

U2026

Schedule A

COMMITMENT

[illegible]

PARCEL II

EXCEPTING THEREFROM the following:

Commencing at a 1-inch pipe in the fence corner marking the quarter corner common to Sections 27 and 28, Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho, from which a granite stone marking the section corner common to Sections 21, 22, 27 and 28, Township 5 North, Range 1 West, Boise Meridian bears North 2578.65 feet; Thence South 18°00'15" West, 2132.44 feet to a nail in a certain bridge, the REAL POINT OF BEGINNING; Thence North 1°32'10" West 637.69 feet to a steel pin in an existing fence line; Thence South 87°08'30" West along said fence line 336.38 feet to a steel pin; Thence South 1°31'50" East 658.83 feet to a steel pin; Thence North 83°33'10" East 337.59 feet to the REAL POINT OF BEGINNING.

A portion of the Southeast quarter of the Southeast quarter of Section 28, Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Thence North 89°22'06" West 1317.53 feet to a 1/16th corner;
Thence North 00°11'33" West 368.47 feet to the Southeast corner of King Estates Subdivision;
Thence along the East boundary of said subdivision North 00°11'33" West 148.39 feet to the POINT OF BEGINNING;
Thence North 00°11'33" West 279.24 feet to the Northeast corner of Lot 2, Block 1, King Estates Subdivision;
Thence North 00°11'33" West 520.00 feet;
Thence North 89°30'40" East 312.37 feet;
Thence South 01°44'09" East 579.88 feet;
Thence South 55°48'48" West 395.59 feet to the POINT OF BEGINNING.

A portion of the Southeast quarter of the Southeast quarter of Section 28, Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Thence North 42°07'39" West 975.80 feet to the POINT OF BEGINNING;
Thence North 75°01'28" East 10.27 feet;

Schedule A

COMMITMENT

Order No. 254831

Q. 10. 25 1051

Thence South 80°20'40" West 346.37 feet.

Thence South 01°44'00" East 60.40 feet:

Thence North 86°56'11" East 226.28 feet

Thence South 01°44'28" East 567.43 feet

A portion of the Court

Commencing at the Southeast corner of Section 28, Township 5 North, Range 1 West;

Thence North 42°07'30" West 875.80 feet to the POINT OF BEGINNING.

Thence South 01844'28" East 70.26 feet;

Thru South 828201513 West 227 50 f

Thence North 01°44'00" West 20.07 feet;

Thames North 7580128N East 245 52 East

COMMITMENT

[illegible]

Order Number: 254831

- ORT FORM 3541
ALTA Commitment Form - 1982

COMMITMENT

COMMITMENT

SPECIAL EXCEPTIONS

Order Number: 254831

8. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
For: Right of way
In Favor of: Salt Lake Pipe Line Company
Recorded: June 3, 1950
Instrument No.: 302516
Filed In: Book 22 of Misc. Records at page 555
Affects: Parcels I and II
9. Terms and provisions set forth in agreement between the parties herein named.
Between: Farmers Union Ditch Company, Limited and Kenneth and Mildred Jennings, husband and wife
Dated: March 1, 1951
Recorded: June 7, 1951
Instrument No.: 318661
Filed In: Book 19 of Contracts at page 135
Affects: Parcels I and II
10. Exceptions and Reservations contained in Deed from the State of Idaho whereby said grantor excepts all Mineral Rights as defined by Section 47-701 of Idaho Code. Together with Rights and Claims of parties claiming by through or under them.
Recorded: April 13, 1973
Instrument No./Book and Page: 842529
Affects: Parcels I and II
11. Rights of way for ditches, tunnels and telephone and transmission lines constructed by Authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.
Affects: Parcels I and II
12. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
For: Road purposes for ingress and egress to and from their land
In Favor of: Donald K. Jennings and Shirley E. Jennings, husband and wife
Recorded: May 14, 1978
Instrument No.: 846173
Affects: Parcel II

Schedule C

COMMITMENT



SPECIAL EXCEPTIONS

Order Number: 254831

13. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
For: Electric transmission, distribution and telephone lines
In Favor of: Idaho Power Company
Recorded: March 20, 1978
Instrument No.: 7838163
Affects: Parcel II
14. Matters disclosed by Record of Survey
Recorded: March 18, 2005
Instrument No.: 105032592
Survey No.: 6841
15. Terms and provisions set forth in access easement agreement between the parties herein named.
Between: Donald Kenneth Jennings and Shirley Elaine Jennings
Dated: August 9, 1994
Recorded: August 17, 1994
Instrument No.: 94076106
16. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
17. Easements, or claims of easements, not shown by the public records.
18. Reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims to title to water.

COMMITMENT

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SPECIAL EXCEPTIONS

Order Number: 254831

End Of Exceptions

NOTE: General taxes for the year 2004, which were liens, are paid.
Parcel No.: 272-S0328449200
Amount: \$197.46

NOTE: There is no notice of record and therefore no search has been made for any unpaid assessments, charges or fees for sewer, water, garbage, irrigation or other possible utility services.

NOTE: If the proposed insured under the Policy to issue has any questions concerning the coverage or exclusions from coverage, the Company will be pleased to provide an explanation.

NOTE: Pursuant to the State of Idaho Insurance Regulations, a cancellation fee is to be charged on all canceled orders. Unless otherwise advised, orders will be considered canceled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

ADA COUNTY RECORDER J. DAVID NAVI
BOISE IDAHO 08/15/05 04:47 PM
DEPUTY Neava Haney
RECORDED - REQUEST OF
Pioneer

AMOUNT 21.00 7



259765
SPM/HH

WARRANTY DEED

FOR VALUE RECEIVED, **Larry E. Kling and Colleen K. Kling, husband and wife, formerly doing business as W V Ranch**, Grantors, do hereby convey to **M&H Development, LLC, an Idaho limited liability company**, Grantee, whose address is 3533 North Holl Drive, Eagle, Idaho 83616, the following described property situated in Ada County, Idaho:

See Exhibit "A" attached hereto and incorporated herein.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or otherwise appertaining, and all estate, right, title and interest in and to the said property.

SUBJECT TO: The matters listed on Exhibit "B" attached hereto and to all matters that would be revealed by an accurate survey and inspection of the land.

And Grantors do warrant the title against claims and defects arising by, through or under Grantors but not otherwise, subject to the matters above set forth.

[Signature Page Follows]

EXHIBIT "A"
to Warranty Deed

Legal Description

PARCEL II

The Southeast quarter of the Southeast quarter in Section 28, all in Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho.

EXCEPTING THEREFROM the following:

A tract of land in the Southeast quarter of Section 28, Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a 1-inch pipe in the fence corner marking the quarter corner common to Sections 27 and 28, Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho, from which a granite stone marking the section corner common to Sections 21, 22, 27 and 28, Township 5 North, Range 1 West, Boise Meridian bears North 2578.65 feet; Thence South 18°00'15" West, 2132.44 feet to a nail in a certain bridge, the REAL POINT OF BEGINNING; Thence North 1°32'10" West 637.69 feet to a steel pin in an existing fence line; Thence South 87°08'30" West along said fence line 336.38 feet to a steel pin; Thence South 1°31'50" East 658.83 feet to a steel pin; Thence North 83°33'10" East 337.59 feet to the REAL POINT OF BEGINNING.

AND EXCEPT:

A portion of the Southeast quarter of the Southeast quarter of Section 28, Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Southeast corner of Section 28, Township 5 North, Range 1 West;

Thence North 89°22'06" West 1317.53 feet to a 1/16th corner;

Thence North 00°11'33" West 368.47 feet to the Southeast corner of King Estates Subdivision;

Thence along the East boundary of said subdivision North 00°11'33" West 148.39 feet to the POINT OF BEGINNING;

Thence North 00°11'33" West 279.24 feet to the Northeast corner of Lot 2, Block 1, King Estates Subdivision;

Thence North 00°11'33" West 520.00 feet;

Thence North 89°30'40" East 312.37 feet;

Thence South 01°44'09" East 579.88 feet;

Thence South 55°48'48" West 395.59 feet to the POINT OF BEGINNING.

AND EXCEPT:

A portion of the Southeast quarter of the Southeast quarter of Section 28, Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Southeast corner of Section 28, Township 5 North, Range 1 West;

Thence North 42°07'39" West 975.80 feet to the POINT OF BEGINNING;

Thence North 75°01'28" East 10.27 feet;

Thence North 01°44'28" West 610.15 feet;
Thence South 89°30'40" West 346.37 feet;
Thence South 01°44'09" East 60.40 feet;
Thence North 86°56'11" East 336.38 feet;
Thence South 01°44'28" East 567.43 feet to the POINT OF BEGINNING.

TOGETHER WITH:

A portion of the Southeast quarter of the Southeast quarter of Section 28, Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Southeast corner of Section 28, Township 5 North, Range 1 West;

Thence North 42°07'39" West 975.80 feet to the POINT OF BEGINNING;

Thence South 01°44'28" East 70.26 feet;

Thence South 83°20'51" West 337.59 feet;

Thence North 01°44'09" West 20.07 feet;

~~Thence North 75°01'38" East 345.52 feet to the POINT OF BEGINNING.~~

EXHIBIT "B"
to Warranty Deed

Permitted Exceptions

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.
7. Taxes, including any assessments collected therewith, for the year 2004 which are a lien not yet due and payable.
8. Special assessments, if any, for unincorporated Ada County (208-287-6800).
9. The land described herein is located within the boundaries of Farmers Union Irrigation District (208-345-2510) and is subject to any assessments levied thereby.
10. Right-of-way for Farmers Union Ditch and the rights of access thereto for maintenance of said ditch.
11. Right-of-way for Big Gulch Creek and the rights of access thereto for maintenance of said creek.
12. Any question that may arise due to the shifting and changing in the course of the Big Gulch Creek.
13. Exceptions and reservations contained in a Deed from the State of Idaho to H. A. Knauff.
Recorded: April 13, 1973
Instrument No.: 842529
Wherein mineral rights are reserved to the state (47-701 Idaho Code).

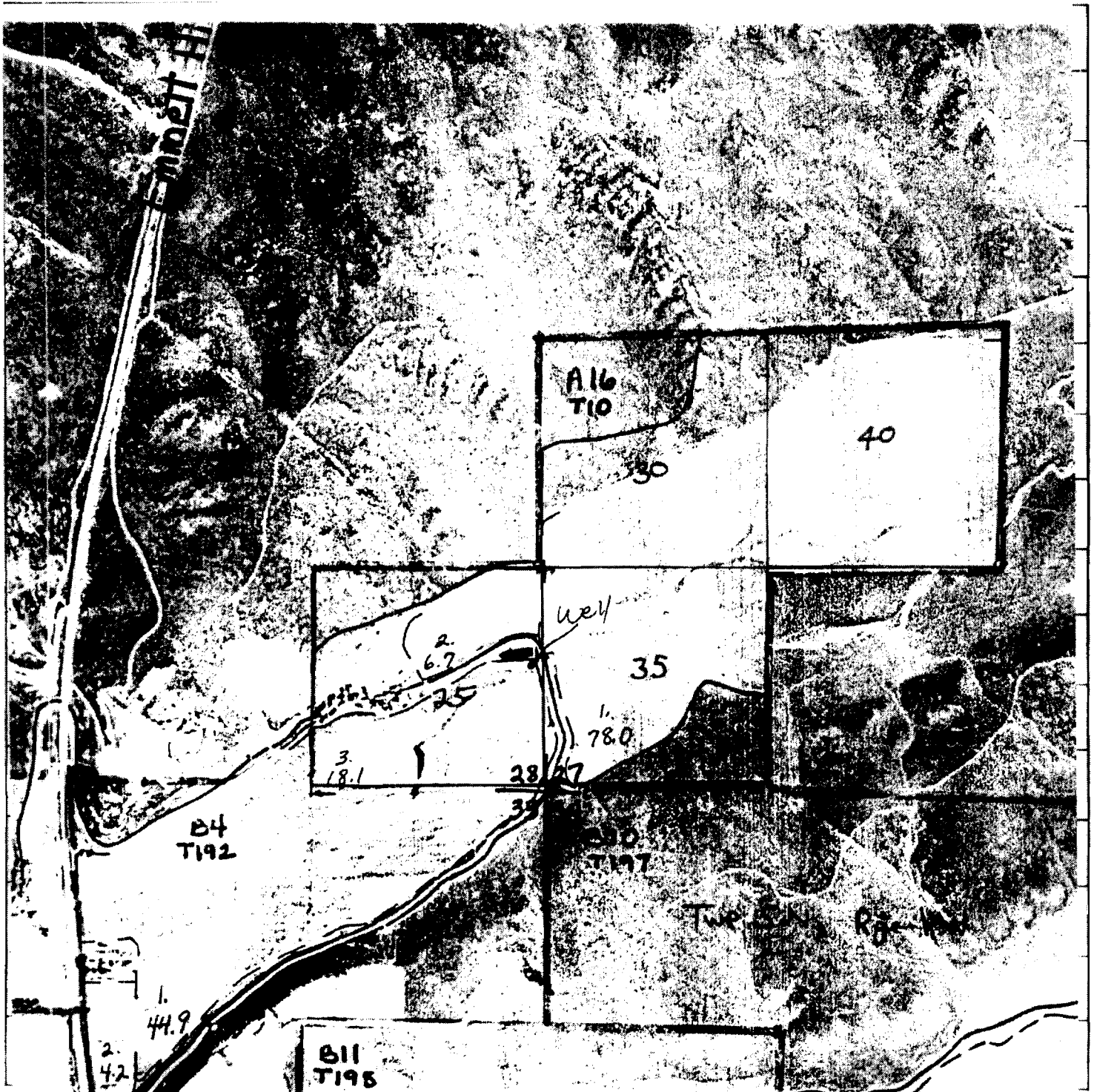
14. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Idaho Power Company
Purpose: Public Utilities
Recorded: July 15, 1942
Instrument No.: 213256
Book 18 of Miscellaneous Records at Page 142 .

The exact location and extent of said easement is not disclosed of record.
15. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Idaho Power Company
Purpose: Public Utilities
Recorded: July 15, 1942
Instrument No.: 213256
Book 18 of Miscellaneous Records at Page 142

The exact location and extent of said easement is not disclosed of record.
16. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Salt Lake Pipe Line Company, a Nevada corporation
Purpose: Public Utilities
Recorded: June 3, 1950
Instrument No.: 302516
17. An easement for the purpose shown below and rights incidental thereto as set forth in a Right of Way Easement.
Granted to: Donald K. Jennings and Shirley E. Jennings, husband and wife
Purpose: Easement for road purposes for ingress and egress to and from their land
Recorded: May 14, 1973
Instrument No.: 846173
18. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Idaho Power Company
Purpose: Public Utilities
Recorded: July 17, 1978
Instrument No.: 7838163
19. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey No. 2949 recorded August 11, 1994 as Instrument No. 94074258.
20. Terms, provisions, conditions, and, restrictions contained in Access Easement Agreement by and between Donald Kenneth Jennings and Shirley Elaine Jennings.
Dated: August 9, 1994
Recorded: August 17, 1994
Instrument No: 94076106

26. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: James A. Little and Bradley J. Little, co-personal representatives of the Estate of Jessie Little Naylor, deceased
Purpose: Ingress and egress to portion of Big Gulch Road
Recorded: May 17, 1990
Instrument No.: 9025925
27. Terms, provisions, conditions, and, restrictions contained in Grant of Easement Agreement by and between Logan B. Schirmer and Doris Faye Schirmer, husband and wife and Larry E. Kling and Colleen K. Kling, husband and wife.
Dated: April 18, 1994
Recorded: April 19, 1994
Instrument No: 94036259
28. An easement for the purpose shown below and rights incidental thereto as set forth in a Grant of Easement.
Granted to: John T. and Christine M. Florino
Purpose: Easement for buried water line
Recorded: August 13, 2003
Instrument No.: 103136435
29. Covenants, Conditions, and Restrictions, and, Easements but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons as set forth in the document.
Recorded: August 13, 2003
Instrument No.: 103136434

13. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

DEC 08 1988

Donald Deamery
(Applicant)

(Applicant)

Attachment B

ATTACHMENT C

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

WATER RIGHT 63-10669

AR Boise, LLC recently acquired the property to which this water right is appurtenant, and acquired the water right as well. AR Boise LLC acquired the property from M & H Development, L.L.C., which had in turn acquired the property from Larry and Colleen Kling (see deeds which are Attachment A to the Notice of Change of Water Right Ownership).