

RECEIVED

APR - 5 2002

RECEIVED

APR 03 2002

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

Department of Water Resources
Southern Region

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

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

RECEIVED

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
417-70104	→ ACTIVE IN AJ		copied to Sally		
→ 47-11705					
47-11707					
~~47-70104~~					

OCT 19 2002

DEPARTMENT OF
WATER RESOURCES

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

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

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

Bennett

3505 W 3200 E

4. New Owner/Claimant(s)

Johnny Lynn Urretia or Scott E. Jackson

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

3505 W 3200 E

City, State and ZIP Code

Twin Falls Id 83301

New Telephone Number

() 280-0576

5. Date you acquired the property

MARCH 25, 2002

Johnny Urretia Ph- 280-0576

SUPPORT DATA

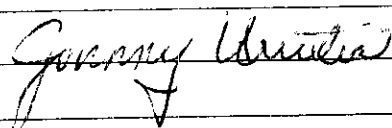
IN FILE # 47-11705

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

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

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

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


*

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

For Office Use Only

Received by D Jones
 Receipted by D Jones
 Processed by _____ AJ

Date 4/3/02
 Date 4/3/02
 Date _____

Fee \$50
 Receipt No. 5024704 PNCB. 10-19-04 C075518
 WR _____ Date _____

TF 30865

QUITCLAIM DEED

For Value Received A. Scott Jackson and Lori Jackson, husband and wife and
Johnny M. Urrutia and Lynn M. Urrutia, husband and wife

do hereby convey, release, remise and forever quit claim unto

A. Scott Jackson and Lori Jackson, husband and wife and Johnny Urrutia and
Lynn M. Urrutia, husband and wife

whose address is: P.O. BOX 5800, TWIN FALLS, ID 83301

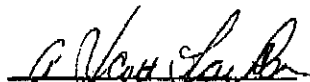
Hereinafter called the Grantee, the following described premises situated in Twin Falls County,
Idaho, to-wit:

See legal description attached hereto and made a part of

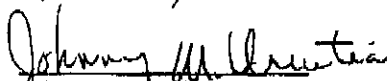
Twin Falls County, Idaho
Recorded for:
FIRST AMERICAN TITLE CO.
08:00pm Mar. 22, 2002
2002 - 005362
No. of Pages: 2 Fee: \$5.00
RECEIVED: S. FORT
Ex-Officio Recorder
Deputy: CN

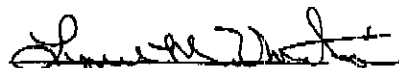
together with their appurtenances.

Dated: March 20, 2002


A. Scott Jackson


Lori Jackson


Johnny M. Urrutia


Lynn M. Urrutia

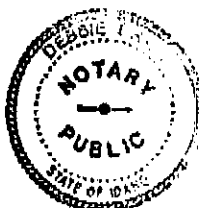
STATE OF Idaho)

)ss.

COUNTY OF Twin Falls)

On this 20 day of March, in the year of 2002 before me Debbie Drake, personally appeared A, Scott Jackson, Lori Jackson, Johnny M. Urrutia and Lynn M. Urrutia, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.


Notary Public of ID
Residing at: Jerome, Idaho
Commission Expires: 04/13/06



Parcel No. 1

Township 10 South, Range 17 East Boise Meridian Twin Falls County Idaho

Section 35: Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ described as follows:

Beginning at the Southeast corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence North 89°24'00" West 321.40 feet along the South boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$; Thence North 0°00'00" East 558.60 feet; Thence South 90°00'00" East 145.37 feet; Thence South 0°00'00" East 100.00 feet; Thence South 90°00'00" East 175.00 feet to the Eastern boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$; Thence South 0°00'00" East 461.96 feet along the Eastern boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ to the Point of Beginning.

Parcel No. 2

Township 10 South, Range 17 East Boise Meridian Twin Falls County Idaho

Section 35: Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ described as follows:

Commencing at the Southeast corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$; Thence North 89°24'00" West 321.40 feet along the South boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ to the Point of Beginning; Thence North 89°24'00" West 327.14 feet along the South boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$; Thence North 0°00'00" East 672.43 feet parallel with East boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$; Thence South 90°00'00" East 327.12 feet; Thence South 0°00'00" East 675.86 feet parallel with the East boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ to the Point of Beginning.

Twin Falls County, Idaho

Recorded for
JACKSON, LORI

02:44pm Sep. 19, 2002

2002-019335

No. of Pages: 2 Fee: \$5.00
ROBERT B. FORT
Ex-Officio Recorder
Deputy: CO

Twin Falls County, Idaho

Recorded for
JACKSON, LORI

12:46pm Sep. 19, 2002

2002-019528

No. of Pages: 2 Fee: \$5.00
ROBERT B. FORT
Ex-Officio Recorder
Deputy: CO

QUITCLAIM DEED

FOR VALUE RECEIVED, A SCOTT JACKSON and LORI JACKSON, husband and wife, and JOHNNY URRUTIA and LYNN URRUTIA, husband and wife, hereinafter collectively called the "Grantor", hereby remise, release, and forever quitclaim unto SUNDANCE ARENA, LLC, whose address is 3339 Willow Way, Twin Falls, Idaho 83301, hereinafter called the "Grantee", the following described real property in Twin Falls County, Idaho, to-wit:

See EXHIBIT A attached hereto

TO HAVE AND TO HOLD the premises, with their appurtenances unto said Grantee, and the Grantee's heirs and assigns forever.

DATED this 19th day of Sept., 2002.

"GRANTOR"

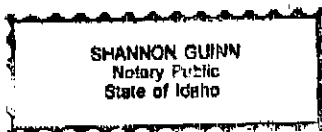
A. Scott Jackson
A SCOTT JACKSON
Johnny Urrutia
JOHNNY URRUTIA

Lori J. Jackson
LORI JACKSON
Lynn Urrutia
LYNN URRUTIA

STATE OF IDAHO)
ss:
County of Twin Falls)

On this 19th day of September, 2002, before me, the undersigned, a Notary Public in and for said County and State, personally appeared A SCOTT JACKSON, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



Shannon Guinn
NOTARY PUBLIC for Idaho
Residing at: Filer
Commission Expires: 1-15-08

STATE OF IDAHO)
 SS:
 County of Twin Falls)

SHANNON GUINN
 Notary Public
 State of Idaho

On this 14th day of September, 2002, before me, the undersigned, a Notary Public in and for said County and State, personally appeared LORI JACKSON, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

SHANNON GUINN
 Notary Public
 State of Idaho

Shannon Guinn
 NOTARY PUBLIC for Idaho
 Residing at: Filer
 Commission Expires: 1-15-08

STATE OF IDAHO)
 SS:
 County of Twin Falls)

On this 14th day of September, 2002, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOHNNY URRUTIA, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

SHANNON GUINN
 Notary Public
 State of Idaho

Shannon Guinn
 NOTARY PUBLIC for Idaho
 Residing at: Filer
 Commission Expires: 1-15-08

STATE OF IDAHO)
 SS:
 County of Twin Falls)

On this 14th day of September, 2002, before me, the undersigned, a Notary Public in and for said County and State, personally appeared LYNN URRUTIA, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

Shannon Guinn
 NOTARY PUBLIC for Idaho
 Residing at: Filer
 Commission Expires: 1-15-08

EXHIBIT A

Parcel No. 1

Township 10 South, Range 17 East Boise Meridian, Twin Falls County, Idaho

Section 35: Part of the SE1/4SE1/4 described as follows:

Beginning at the Southeast corner of said SE1/4 SE1/4; thence North 89°24'00" West 321.40 feet along the South boundary of said SE1/4SE1/4; Thence North 0°00'00" East 558.60 feet; Thence South 90°00'00" East 146.37 feet; Thence South 0°00'00" East 100.00 feet; Thence South 90°00'00" East 175.00 feet to the Easterly boundary of said SE1/4SE1/4; Thence South 0°00'00" East 461.96 feet along the Easterly boundary of said SE1/4SE1/4 to the Point of Beginning.

Parcel No. 2

Township 10 South, Range 17 East Boise Meridian, Twin Falls County, Idaho

Section 35: Part of the SE1/4SE1/4 described as follows:

Commencing at the Southeast corner of said SE1/4SE1/4; Thence North 89°24'00" West 321.40 feet along the South boundary of said SE1/4SE1/4 to the Point of Beginning; Thence North 89°24'00" West 327.14 feet along the South boundary of said SE1/4SE1/4; Thence North 0°00'00" East 672.43 feet parallel with East boundary of said SE1/4SE1/4; Thence South 90°00'00" East 327.12 feet; Thence South 0°00'00" East 675.80 feet parallel with the East boundary of said SE1/4SE1/4 to the Point of Beginning.

AGREEMENT OF SALE

THIS AGREEMENT is made and entered into this 23rd day of November, 2004, by and among **A. SCOTT JACKSON and LORI JACKSON**, husband and wife, hereinafter referred to as "JACKSON" and **JOHNNY URRUTIA and LYNN URRUTIA**, husband and wife, hereinafter referred to as "URRUTIA", and **SUNDANCE ARENA, LLC**, an Idaho limited liability company, hereinafter referred to as the "Company."

R E C I T A L S

- A. Jackson and Urrutia are presently all the members of the Company, Sundance Arena, LLC.
- B. A. SCOTT and LORI JACKSON own one hundred (100) units of membership interest each of the Company, and JOHNNY and LYNN URRUTIA own one hundred (100) units of membership interest each of the Company.
- C. Jackson is entitled to 50% of the profits of the Company. Urrutia is entitled to 50% of the profits of the Company.
- D. The Company presently owns two (2) parcels of real property in Twin Falls County, Idaho and other assets.
- E. The parties wish to agree upon terms and conditions whereby Jackson will sell to Urrutia and Urrutia will purchase from Jackson all of Jackson's right, title and interest in the Company.

IT IS THEREFORE AGREED in consideration of these recitals and the promises and covenants hereafter contained as follows:

1. **SALE.** Jackson hereby sells to Urrutia and Urrutia agrees to purchase from Jackson, all of Jackson's right, title and interest in the Company.

2. **PAYMENTS.** Urrutia shall pay to Jackson the sum of **Ninety-Five Thousand Dollars (\$95,000)** for Jackson's interest in the Company, payable in full in cash at closing.

3. **CLOSING.** Closing of the transaction contemplated by this Agreement shall take place at the offices of First American Title Co., Jerome, Idaho, on or before the 23rd day of November, 2004. At closing, Jackson shall tender to Urrutia membership certificates in the Company Numbers 1 and 2. Jackson shall also tender an executed Bill of Sale for the interest being transferred hereunder, a copy of which is attached hereto as **EXHIBIT A**.

4. **RESIGNATION.** At closing, Jackson shall resign as a member of the Company.

5. **TENDER OF CASH PORTION OF PURCHASE PRICE.** At closing, Urrutia shall deliver a cashier's check to Jackson in the sum of \$95,000.00.

6. **CONDITION PRECEDENT.** The closing of this transaction is conditional upon the simultaneous closing of a separate transaction wherein Sundance Arena, LLC, an Idaho limited liability company, will sell a portion of the real property owned by it, generating sufficient proceeds to fully pay the outstanding balance owed by A. Scott Jackson and Lori Jackson, husband and wife, and Johnny Urrutia and Lynn Urrutia, husband and wife, to Wells Fargo Bank Northwest, N.A, under that certain Promissory Note and Deed of Trust copied and attached hereto as **EXHIBIT B**. The failure of this condition precedent, shall render this agreement null and void. The parties recognize that the cancellation of the Promissory Note copied and attached hereto as EXHIBIT A is a condition precedent to the effectiveness of this agreement.

7. **INDEMNITY.** Urrutia shall hold harmless and indemnify Jackson from all liability of whatever kind or nature which has accrued or which may hereafter accrue, arise from, touch or concern in any way, the organization and operation of the Company.

8. **REPRESENTATIONS AND WARRANTIES OF URRUTIA.** Urrutia and Company represent and warrant to Jackson, as of the date hereof, and as of the date of closing as follows:

- A. The Company is a limited liability company, duly organized and existing validly under the laws of the State of Idaho and that the Company is in good standing.
- B. There are no liabilities of the company to any person or entity whatsoever except for the assumed Note and Deed of Trust.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS: That A. SCOTT JACKSON and LORI JACKSON, husband and wife, the Party of the First Part, hereinafter called the Seller, for and in consideration of the good and valuable consideration to them in hand paid by JOHNNY URRUTIA and LYNN URRUTIA , the Party of the Second Part, hereinafter called the Buyer, the receipt and adequacy of which is hereby acknowledged, does hereby sell and assign unto the said Buyer, the following described personal property, to wit:

All Seller's right, title and interest in Sundance Arena, LLC, an Idaho limited liability company including, but not limited to, Membership Certificates 1 and 2 in Sundance Arena, LLC.

Seller does hereby covenant and agree to and with the said Buyer that Seller is the lawful owner of said property and that they will warrant and defend the title thereof unto the said Buyer, their heirs, successors and assigns, against all lawful claims.

IN WITNESS WHEREOF, Seller has hereunto set its hand, this 23 day of November, 2004.

“SELLER”

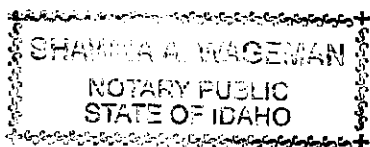

A. SCOTT JACKSON

Lori Jackson
LORI JACKSON

STATE OF IDAHO)
County of Jerome) ss:

On this 23 day of November, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared A. SCOTT JACKSON and LORI JACKSON, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



Shawna A. Wageman
NOTARY PUBLIC for Idaho
Residing at:
Commission Expires:

- C. All real property taxes and assessments on assets of the company are fully current and not in default.
- D. The Company has taken all necessary action to approve the execution of this Agreement.

9. **NOTICES.** Any notices, demands and the like, which are required to be given hereunder, or which either party hereto may desire to give to the other, shall be given in writing and may be delivered personally or may be sent by registered mail or certified mail, postage prepaid, to each of the parties as follows:

URRUTIA: Johnny and Lynn Urrutia
2881 Falls Ave E
Twin Falls ID 83301

JACKSON: A Scott and Lori Jackson
PO Box 56
Jerome ID 83338

COMPANY: Sundance Arena, LLC
c/o Johnny Urrutia
2881 Falls Ave E
Twin Falls ID 83301

or at any other address of which the parties may advise each other at any future time.

10. **ADDITIONAL DOCUMENTS.** The parties agree to execute such other, further and additional documents as may be required to carry into effect the terms and conditions of this agreement.

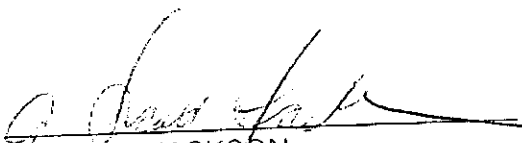
11. **INTEGRATION.** The parties acknowledge that the terms, conditions and covenants of this agreement shall supersede any prior negotiations and agreements of the parties, that there are no other agreements not contained in this agreement, and that this agreement shall be the final expression of the agreement of the parties and shall control. No modifications of this agreement shall be valid unless in writing and executed by all the parties hereto.

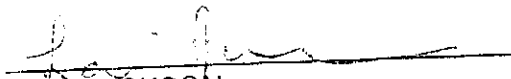
12. **TIME IS OF THE ESSENCE.** The parties hereto acknowledge and agree that time is, and shall be, the essence of each and every term and condition contained herein.

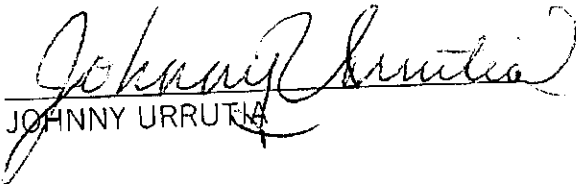
13. **ATTORNEY FEES ON DEFAULT.** If default be made by any party hereto in keeping or performing any of the covenants, conditions or agreements herein agreed to be kept by them, and the other party is required to employ an attorney to enforce any of the covenants, conditions or agreements herein contained, then and in such event, the party in default agrees to pay to the non-defaulting party, in addition to all other sums herein agreed to be paid by them, a reasonable attorney's fee, together with any costs and disbursements that may be incurred in enforcing this agreement.

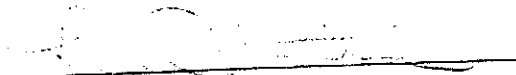
14. **WARRANTIES AND REPRESENTATIONS SURVIVE CLOSING.** All warranties and representations made shall be true and correct on the date of the signature of this agreement and as of the date of closing.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names, the day and year in this agreement first above written.


A. SCOTT JACKSON


LORI JACKSON

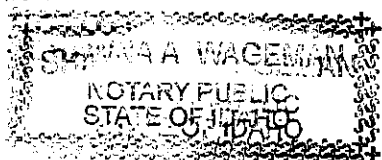

JOHNNY URRUTIA


LYNN URRUTIA

STATE OF IDAHO)
 ss:
 County of Jerome)

On this 23 day of November, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared A. SCOTT JACKSON and LORI JACKSON, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

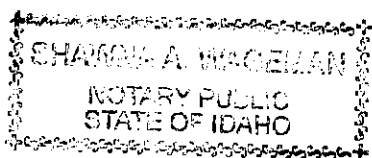


Shauna A. Wageman
 NOTARY PUBLIC for Idaho
 Residing at:
 Commission Expires:

STATE OF IDAHO)
 ss:
 County of Jerome)

On this 23 day of November, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOHNNY URRUTIA and LYNN URRUTIA, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



Shauna A. Wageman
 NOTARY PUBLIC for Idaho
 Residing at:
 Commission Expires:

11/23/2004 10:59 2063243135

FWM

PAGE 02

FILED EFFECT!

254



ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

2004 NOV 26 AM 9:26

1. The name of the limited liability company is:

SUNDANCE ARENA, LLC

If the LLC has been administratively dissolved and the name is no longer available for use, #3 below must include an amendment of name.

2. The date the articles of organization were filed was: APRIL 22, 2002

COMPLETE ONLY THE APPLICABLE ITEMS

3. The name of the limited liability company is amended to read:

4. The management of the limited liability company shall henceforth be vested in:

☐ Manager(s)
 ☐ Members

5. The information on the managers/members shall be amended as follows:

Name	Address	Add	Delete	Other
LORI JACKSON	3339 WILLOW WAY, TWIN FALLS ID 83301	☐	☒	
A. SCOTT JACKSON	3339 WILLOW WAY, TWIN FALLS ID 83301	☐	☒	
		☐	☐	
		☐	☐	
		☐	☐	

6. Signature of at least one manager, if any, or at least one member.

X Signature: [Signature]
 Typed Name: JOHNNY URRUTIA
 Capacity: MEMBER

X Signature: [Signature]
 Typed Name: LYNN URRUTIA
 Capacity: MEMBER

Secretary of State use only

IDAH0 SECRETARY OF STATE
 11/26/2004 05:00
 CR: none CT: 3090 BM: 778507
 10 30.00 * 30.00 ORGAN AMEN 0 2

W 1-8980

Twin Falls County, Idaho

Recorded for:
FIRST AMERICAN TITLE CO.

03:20pm Nov. 24, 2004

2004 - 025398

No. of Pages: 2 Fee: \$6.00
KRISTINA GLASCOCK
County Clerk
Deputy: CO

AFTER RECORDING MAIL TO:

Jeffrey Cain and Maria Cain
3505 North 3200 East
Twin Falls, ID 83301**WARRANTY DEED**

File No.: 102237 (sw)

Date: November 17, 2004

For Value Received, Sundance Arena, LLC, a Idaho Limited Liability Company, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto Jeffrey Cain and Maria Cain, husband and wife, hereinafter called the Grantee, whose current address is 3505 North 3200 East, Twin Falls, ID 83301, the following described premises, situated in Twin Falls County, Idaho, to-wit:

Township 10 South, Range 17 East Boise Meridian Twin Falls County Idaho

Section 35: Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ described as follows:

Beginning at the Southeast corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$; Thence North 89°24'00" West 321.40 feet along the South boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$; Thence North 0°00'00" East 558.60 feet; Thence South 90° 00'00" East 146.37 feet; Thence South 0°00'0" East 100.00 feet; Thence South 90°00'00" East 175.00 feet to the Easterly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$; Thence South 0°00'00" East 461.96 feet along the Easterly boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ to the Point of Beginning.

Parcel 1

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

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

Date: 11/17/2004

Warranty Deed
- continued

File No.: 102237 (sw)

Sundance Arena, LLC, an Idaho Limited
Liability Company

Johnny Urrutia
By: Johnny Urrutia, Member

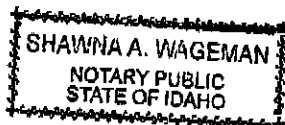
Lynn Urrutia
By: Lynn Urrutia, Member

A. Scott Jackson
By: A. Scott Jackson, Member

Lori Jackson
By: Lori Jackson, Member

STATE OF Idaho)
COUNTY OF SW Jerome)
Twin Falls)

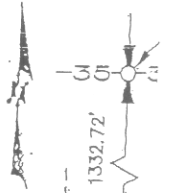
On this November 23, 2004, before me, a Notary Public in and for said State, personally appeared Johnny Urrutia, Lynn Urrutia, A. Scott Jackson, Lori Jackson, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the Sundance Arena, LLC, which is known or identified to me to be the entity whose name is subscribed to the within Instrument and acknowledged to me that they executed the same in said Limited Liability Company's name.



Shawna A. Wageman
Notary Public of Idaho
Residing at: Jerome, Id.
Commission Expires: 03/07/09

This map is given for informational purposes only - no assurances are made as to the actual footages and boundaries reflected herein.

First
American
Title



PARCEL
5.06± ACRES

PCL #2

PARCEL 2
1.27± ACRES

25' X 110' PRIVATE
ACCESS EASEMENT

PCL #1

PARCEL
3.73± ACRES

S 90°00'00" E 648.50'

321.39'

117.26'

S 90°00'00" E 146.39'

25.00'

110.00'

500'00"00" W
100.00'

S 90°00'00" E

217.26'

675.86'

N 00°00'00" W
558.60'

461.96'

25.00'

25.00'

327.14'

321.40'

N 89°24'00" W

648.54'

