

ATTACHMENT A
WATER RIGHT PROOF OF OWNERSHIP

Moffatt Thomas

MOFFATT THOMAS BARRETT ROCK & FIELDS, CHTD.

JoAnn C. Butler
208.385.5404 direct
jab@moffatt.com

US Bank Plaza Building
101 S Capitol Blvd 10th Fl
PO Box 829
Boise Idaho 83701 0829

July 3, 2000

208.345.2000
208.385.5384 fax
www.moffatt.com

Allan Bosch
Dillion Bosch Daw & Bock, Chtd.
225 N. 9th Street, Suite 210
Boise, ID 83702

Re: Merle Lindley/Ramon and Marilyn Yorgason
MTBR&F File No. 21-205.16

Dear Allan:

Enclosed is the original, fully executed Real Estate Purchase Agreement by and between Merle H. Lindley and Lou Jean B. Lindley Trust and Ramon and Marilyn Yorgason. I have retained a copy for my file.

Sincerely,

JoAnn C. Butler

JoAnn C. Butler

JCB/laa
Enclosure
cc: Ramon Yorgason (w/encl.)

RECEIVED DILLION, BOSCH
DAW & BOCK, CHTD.

JUL - 5 2000

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made this 29th day of June, 2000, by and between Merle H. Lindley and Lou Jean B. Lindley Trust, or assigns (collectively "Seller"), and Ramon and Marilyn Yorgason, or assigns ("Buyer").

RECITALS

A. Seller owns that certain property located at 990 East Chinden Blvd., Eagle, County of Ada, State of Idaho, 83616, more particularly described on Exhibit A, attached hereto and made a part hereof.

B. Seller desires to sell, transfer and convey such property and Buyer desires to purchase such property all according to the provisions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the recitals above, and the premises and the mutual representations, covenants, undertakings and agreements hereinafter contained, Seller and Buyer represent, covenant, undertake and agree as follows:

1. AGREEMENT OF SALE AND PURCHASE.

Seller agrees to sell, transfer and convey and Buyer agrees to purchase and have transferred and conveyed, all for a purchase price and subject to and upon each of the terms and conditions hereinafter set forth, the following:

(a) Property. The land legally described in Exhibit A, attached hereto and made a part hereof, together with all right, title and interest of Seller in and to all easements, tenements, hereditaments, privileges and appurtenances thereunto belonging (the "Land"), and improvements and structures located on the Land (collectively the "Improvements"). The Improvements and the Land are hereinafter collectively referred to as the "Real Property."

(b) Intangible Property. All intangible property, whether enumerated herein or not, in which Seller has an interest, now or hereafter used in connection with the operation or maintenance of the Improvements, the Land, or the Personalty, including, without limitation, all leases, licenses and other agreements to occupy all or any part of the Real Property (all hereinafter collectively referred to as the "Intangible Property").

(c) Appurtenant Rights. All right, title, and interest of Seller to land, if any, lying in the bed of any street, road, or avenue, open or proposed, at the foot of or adjoining the Land to the center line of such street, road or avenue, and to the use of all easements, if any, whether of record or not, appurtenant to the Land and the use of all strips and rights-of-way, if any, abutting, adjacent, contiguous or adjoining such Land and to all water and water rights, ditch and ditch rights, water storage and storage rights (all hereinafter collectively referred to as the "Appurtenant Rights"). Notwithstanding anything to the contrary herein, all water rights in connection with the existing irrigation well on the Property shall be retained by Seller.

The Land, Improvements, Intangible Property, and Appurtenant Rights are hereinafter sometimes collectively referred to as the "Property."

IN WITNESS WHEREOF, the undersigned, being duly authorized, have executed this Agreement as of the date set forth below.

SELLER:

Merle H. Lindley
Merle H. Lindley

LOU JEAN B. LINDLEY TRUST

By Merle H. Lindley
Merle H. Lindley, Trustee

BUYER:

Ramon Yorgason

Marilyn Yorgason

IN WITNESS WHEREOF, the undersigned, being duly authorized, have executed this Agreement
as of the date set forth below.

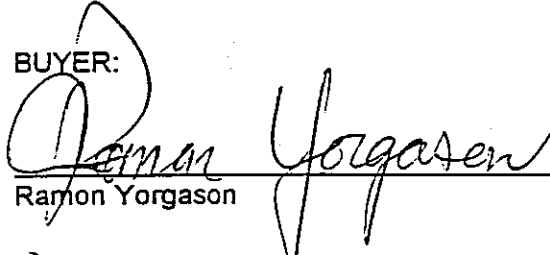
SELLER:

Merle H. Lindley

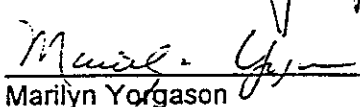
LOU JEAN B. LINDLEY TRUST

By _____
Merle H. Lindley, Trustee

BUYER:



Ramon Yorgason



Marilyn Yorgason

251 E. FRONT STREET
SUITE 200
P.O. BOX 639
BOISE, IDAHO 83701
208-388-1000
208-388-1001(F)

FAX COVER SHEET

DATE: SEPTEMBER 23, 2004

TOTAL PAGES SENT: 5

TO:

NAME: LINDA MONTGOMERY

ORGANIZATION: BOSCH DAW &

BALLARD

CHARTERED

FAX: 344-9140

PHONE: 344-8990

CC:

NAME:

ORGANIZATION:

FAX:

PHONE:

FROM: SHARON G. GALLIVAN

PHONE: (208) 388-1000

E-MAIL: SGALLIVAN@SB-ATTORNEYS.COM

SUBJECT: CORRECTED AND RE-RECORDED WARRANTY DEED

FILE #: 21205.16

COMMENTS: PLEASE SEE THE ATTACHED CORRECTED AND RE-RECORDED WARRANTY DEED FROM MR. LINDLEY TO CAPITAL DEVELOPMENT. PLEASE DO NOT HESITATE TO CALL IF YOU HAVE ANY QUESTIONS REGARDING THIS INSTRUMENT.

CONFIDENTIALITY NOTICE:

THIS TRANSMISSION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL(S) NAMED AS RECIPIENTS. IT MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND/OR PROTECTED FROM DISCLOSURE UNDER APPLICABLE LAW INCLUDING, BUT NOT LIMITED TO, THE ATTORNEY-CLIENT PRIVILEGE AND/OR WORK PRODUCT DOCTRINE. IF YOU ARE NOT THE INTENDED RECIPIENT OF THIS TRANSMISSION, PLEASE NOTIFY THE SENDER IMMEDIATELY BY TELEPHONE. DO NOT DELIVER, DISTRIBUTE OR COPY THIS TRANSMISSION, DISCLOSE ITS CONTENTS, OR TAKE ANY ACTION IN RELIANCE ON THE INFORMATION IT CONTAINS.

RECEIVED BOSCH, DAW
& BALLARD, CHTD.

SEP 23 2004

SEN BY: SUSAN VAN S. BALLARD,

FILE No. 034 09/23 '04 11:30 ID: SPINK BUTLER, LLP

PH: 200 200 2002

AGA COUNTY RECORDER
J. DAVID NAVARRO
1000 N. PALM

2002 AU 14 PM 12: 00

Re-Recorded
RECORDED - REQUEST OF

FEE 12.00 DEPUTY J. Pagonis

102091867

ALLIANCE

**This sheet has been added to document
to accommodate recording information.**

RECORDED-REQUEST OF

THIS FORM FURNISHED COURTESY OF:

ADA COUNTY RECORDER
J. DAVID HAYWARD

FEE 9- DEPUTY *X* *Hayward*

ALLIANCE TITLE &
ESCROW CORP.

2001 MAR 25 PM 5:00

101027187

ALLIANCE TITLE

READ & APPROVED BY GRANTEE(S)

(7800)

SPACE ABOVE THIS LINE FOR RECORDING DATA

Order No.: 01091243 LM9/RB

WARRANTY DEED

FOR VALUE RECEIVED MERLE H. LINDLEY AND MERLE H. LINDLEY, AS TRUSTEE
FOR THE LOU JEAN B. LINDLEY TRUST

GRANTOR(S), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto CAPITAL
DEVELOPMENT, INC., an Idaho corporation

GRANTEE(S), whose current address is: 2304 W. COLE ROAD, BOISE, ID 83704
the following described real property in ADA County, State of Idaho, more particularly
described as follows, to wit:

As set forth on the attached EXHIBIT 'A', which by this
reference becomes a part hereof.

"Notwithstanding anything to the contrary herein, all water
rights in connection with the existing irrigation well on the
property shall be retained by the Seller."

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) do(es) hereby covenant to and with the said
Grantee(s), that Grantee(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 Grantee(s) will warrant and defend
the same from all lawful claims whatsoever.

Dated: March 22, 2001

THE LOU JEAN B. LINDLEY TRUST

Merle H. Lindley
MERLE H. LINDLEY

Merle H. Lindley
MERLE H. LINDLEY, as Trustee

STATE OF IDAHO
COUNTY OF ADA

On this 23rd day of March, in the year of 2001, before me, the undersigned, a Notary
Public in and for said State, personally appeared MERLE H. LINDLEY

known or identified to me to be the person(s) whose name(s) is/are subscribed in the within instrument, and
acknowledged to me that he/she/they executed the same.



Signature: *Kristie Agler*
Name: *Kristie Agler*
Residing at: BOISE, ID
My Commission Expires: 05/30/04 7/2/05

STATE OF IDAHO, COUNTY OF ADA, ss.
I, David Hayward, Recorder for Ada County, do hereby certify that the foregoing is a full,
true and correct copy of the original as the same appears on record in this
office.
Witness my hand and seal of office this 23rd day of March, 2001.
J. DAVID HAYWARD, Recorder
101027187

ORDER NO. 01081243 LWF/RM

EXHIBIT "A"

The West Half of the Southeast Quarter of Section 19, in Township 4 North, of Range 1 East of the Boise Meridian, in Ada County, State of Idaho.

EXCEPT one acre in the West Half of the Southeast Quarter of Section 19, Township 4 North, Range 1 East, Boise Meridian, described as:

COMMENCING at the South Quarter corner of Section 19, Township 4 North, Range 1 East; thence North 00 degrees 10'41" East 40 feet to the POINT OF BEGINNING; thence North 00 degrees 10'41" East 208.71 feet; thence South 83 degrees 51'25" East 208.71 feet; thence South 00 degrees 10'41" West 208.71 feet; thence North 89 degrees 51'25" West 208.71 feet to the POINT OF BEGINNING.

AND EXCEPT that portion conveyed to the State of Idaho by Deed recorded under Instrument No. 132485 in Book 238 of Deeds at Page 145.

ORDER NO. 01091243 LWP/RB

STATE OF IDAHO, County of Ada, ss.

On this 26th day of March in the year of 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared MILLIE E. LINDLEY known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, as trustee of THE LOU JEAN E. LINDLEY TRUST and acknowledged to me that he/she/they executed the same as trustee.

Signature: *Millie E. Lindley*Name: *Millie E. Lindley*

(Type or Print)

Residing At: *Boise, ID*My Commission expires: *1-22-2005*

WATER RIGHT PURCHASE AND SALE AGREEMENT

THIS WATER RIGHT PURCHASE AND SALE AGREEMENT ("Agreement") is entered into effective this 21st day of October, 2004 ("Effective Date") by and between Merle H. Lindley and the Lou Jean B. Lindley Trust ("Seller"), whose address is 25588 Par Drive, Caldwell, Idaho and Wilson Properties LP, an Idaho limited partnership, whose address is P.O. Box 2793, 1101 W. River Street, Ste 150, Boise, ID 83702 ("Buyer"). In consideration of the sums to be paid by Buyer to Seller, and the mutual covenants herein contained, the parties hereby agree as follows:

RECITALS

1. Seller owns a water right to divert ground water within the Boise River Basin, which water right is represented by Water Right License No. 63-8608 issued by the Idaho Department of Water Resources ("Department"). Water Right No. 63-8608 authorizes diversion of ground water for irrigation at a total diversion rate of 0.84 cfs and a total annual diversion volume of 407.5 acre-feet per acre per year. Water Right No. 63-8608 is appurtenant to, and has been beneficially used on, 160 acres of lands owned by Seller and lands formerly owned by Seller (W1/2SE1/4 Section 19, T4N, R1E) from which Water Right 63-8608 was reserved and retained by Seller, as described in the Water Right License issued by the Department, a copy of which is attached hereto as Exhibit A.
2. Seller desires to sell to Buyer that portion of the Water Right appurtenant to 65 acres of Seller's lands (the "Water Right") for transfer to Buyer's place of use.
3. Buyer desires to purchase the Water Right and to change the point of diversion and place of use thereof to Buyer's property for supplemental irrigation use ("Transfer").
4. Seller and Buyer acknowledge that the Transfer will require formal application to, and approval by, the Department.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions set forth below, Seller agrees to sell and Buyer agrees to purchase the Water Right.

1. Purchase Price. The Purchase Price for the Water Right is [REDACTED] DOLLARS ([REDACTED]), payable as follows:
 - a. Earnest Money Deposit. Upon execution of this Agreement by Seller and Buyer, Buyer shall deposit with the Escrow Agent (defined below) the sum of [REDACTED], being five percent of the Purchase Price as earnest money ("Earnest Money"). The Earnest Money shall be applied towards the Purchase Price at Closing, and shall be non-refundable in the event the purchase and sale does not close, unless the reason that the purchase and

sale does not close is due to the non-occurrence of a condition precedent which has not been waived by Buyer or if the failure to close is caused by the Seller, in which case the Earnest Money, together with accrued interest thereon, shall be refunded to Buyer by the Escrow Agent.

- b. Balance of Purchase Price. [REDACTED] being the balance of the Purchase Price, shall be due and payable to Seller at Closing.
 - c. Adjustment to Purchase Price. Seller and Buyer acknowledge that the Purchase Price is based upon [REDACTED] per each of the sixty five irrigated acres to which the Water Right is appurtenant, which in turn is based upon an assumed transferable volume of 2.55 acre-feet and a transferable diversion rate of 0.0053 cfs per each of such sixty five irrigated acres. If the Department, in its review of the Transfer, determines to authorize the Transfer, but determines to allow a total annual diversion volume of less than 165.5 acre-feet of ground water at Buyer's point of diversion and place of use and Buyer has waived the conditions precedent herein and is otherwise prepared to close, then the Purchase Price may be adjusted and reduced if Buyer and Seller can agree upon a mutually acceptable price. If the Buyer and Seller cannot agree on a mutually acceptable adjusted price, Buyer at its election may, but is not required to, close the purchase by paying the full purchase price.
2. Escrow Agent. The Escrow Agent shall be as mutually agreed upon by Buyer and Seller.
 3. Escrow Fees and Costs. Seller and Buyer shall each be responsible for one-half of the Escrow Agent's fees and costs.
 4. Pre-Closing Obligations. Seller and Buyer agree to cooperate in obtaining Department approval of the Transfer. Seller agrees to provide Buyer with any information concerning Seller's ownership and the historical beneficial use of the Water Right including records and reports of crops grown on the sixty five acres that Buyer may reasonably request to respond to any Department requests for information or documentation supporting the Transfer application. Buyer, at its sole cost, will prepare, file, and prosecute the Transfer Application with the Department and use its reasonable best efforts to obtain the Transfer Approval contemplated by the parties. Promptly after the execution of this Agreement, Buyer shall file with the Department an application to transfer the Water Right.
 5. Delivery into Escrow. Prior to Closing Seller and Buyer shall deliver the following to the Escrow Agent:
 - a. Seller.
 - i. Executed and acknowledged Water Right General Warranty Deed and Assignment conveying the Water Right to Buyer free and clear of all claims, liens and encumbrances;

- ii. Executed and acknowledged Notice of Change of Ownership confirming Buyer's ownership of the Water Right and the assignment of any associated Snake River Basin Adjudication Claim ("SRBA Claim"); and
 - iii. Such other documents as Buyer may reasonably request to confirm Buyer's ownership of the Water Right and SRBA Claim as of Closing.
 - b. Buyer.
 - i. Written notice of the Department's Transfer Approval; and
 - ii. The balance of the Purchase Price, subject to any adjustments thereto pursuant to paragraph 1(c) above.
6. Conditions Precedent. The Closing, and Buyer's obligation to purchase the Water Right are subject to the following conditions precedent:
- a. Seller is not in default and each of Seller's representations and warranties remain true and accurate.
 - b. Issuance of the Transfer Approval authorizing diversion and use of ground water at a rate of not less than 0.34 cfs and a total annual volume of not less than 165.5 acre-feet for supplemental irrigation use on Buyer's property, and subject only to such conditions as Buyer, in Buyer's sole discretion deems will not interfere with or impair Buyer's intended use of the Water Right ("Transfer Approval).
 - c. Demonstration by Seller of Seller's clear and marketable title to the Water Right, free of any claims, including rights of redemption.
 - d. Seller's delivery into escrow of the documents described in Paragraph 5 hereto.
 - e. Seller's approval of any condition of the Transfer Approval which does, or could, adversely impact Seller's remaining water rights and farming operations.
7. Buyer's Termination. If the foregoing conditions precedent are neither satisfied nor waived by Buyer, or in the event of any default by Seller, or the, breach by Seller of any representation or warranty of Seller herein, and provided Buyer is not otherwise in default hereunder, Buyer may terminate the escrow and this Agreement by giving written notice of termination to Seller with a copy thereof to the Escrow Agent. Provided further, that if the foregoing conditions precedent have not been met by October 1, 2005 Buyer may terminate this Agreement by providing Seller notice thereof, with a copy thereof to the Escrow Agent. If Buyer gives Seller notice of termination, the Escrow Agent shall return any funds, including the Earnest Money, together with any documents delivered into escrow by Buyer, to Buyer, and shall return any documents delivered into escrow by Seller to Seller.

8. Buyer's Waiver of Transfer Approval. Seller and Buyer expressly agree that Buyer shall have the right to waive the conditions precedent set forth in paragraph 6 above and close the Water Right purchase, to the extent that the Department's Transfer Approval reduces the rate or annual volume authorized to be diverted at Buyer's point of diversion and place of use, and Buyer, in Buyer's sole discretion, deems the diversion rate and/or volume actually authorized by the Transfer Approval nevertheless to be sufficient for Buyer's intended use. If Buyer so waives any condition precedent, then Buyer shall remain obligated to pay the Purchase Price subject to any adjustments to the Purchase Price provided for by paragraph 1(c). In the event Buyer completes the closing of this transaction, all conditions precedent shall be deemed waived.
9. Closing. Closing shall occur within fifteen (15) days of the date of Buyer's written notice to Seller and the Escrow Agent that the Department has granted the Transfer Approval. Upon receipt by the Escrow Agent of Buyer's notice of the Transfer Approval, and of all funds and documents required by this Agreement to be delivered into escrow, the Escrow Agent shall:
- a. Deliver the Purchase Price, less any permitted adjustments and Seller's share of the escrow fees and costs, to Seller;
 - b. Record the Water Right General Warranty Deed and Assignment and any Release of Lien or other such recordable instrument in the real property records of Ada County, Idaho; and
 - c. Deliver the recorded instruments and the Notice of Change of Ownership to Buyer.
10. Representations and Warranties.
- a. By Seller:
 - i. The Water Right has been beneficially used for supplemental irrigation of the sixty five acres from which the Water Right will be transferred;
 - ii. There are no contracts, actions, claims or proceedings pending that affect the Water Right;
 - iii. Seller is the current owner of the Water Right and has not conveyed the Water Right to any other person or entity;
 - iv. There are no liens, encumbrances, covenants, conditions or restrictions affecting the Water Right other than those that have previously been disclosed in writing to Buyer by Seller and which will be released prior to closing;
 - v. Seller is not in default with respect to any of its obligations or liabilities

pertaining to the Water Right;

- vi. Seller has not engaged or dealt with any broker or finder in connection with the sale of the Water Right;
- viii. Seller has the legal power, right and authority to enter into this Agreement and to perform Seller's obligations hereunder;
- ix. The Water Right has been placed to continued beneficial use on the real property described in Recital 2 above, and Seller has no knowledge of any continuous five-year period of nonuse of the Water Right.

b. By Buyer.

- i. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder; and
- ii. Buyer has not engaged any broker or finder in connection with the purchase of the Water Right.

11. General Provisions.

- a. This Agreement contains the entire agreement between the parties related to the purchase and sale of the Water Right, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.
- b. No modification, amendment discharge or change of this Agreement shall be valid unless the same is in writing and signed by both parties.
- c. If either party commences litigation for the judicial interpretation, enforcement or rescission of this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs.
- d. Time is of the essence to this Agreement.
- e. All obligations referred to herein to be performed at a date or time or times after Closing, and all representations and warranties contained herein shall survive the Closing and delivery of Seller's Water Right General Warranty Deed and Assignment.
- f. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, representative, successors and assigns.

- g. All notices to be given to the parties or the Escrow Agent shall be in writing, delivered in hand, or by U.S. Mail, postage pre-paid directed to such parties address as contained herein unless such party shall have directed in writing that notice be sent to a different address.
- h. This Agreement may be executed in counterparts.

[end of text]

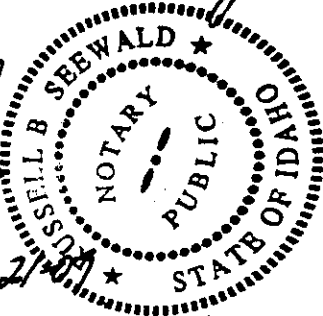
IN WITNESS WHEREOF, this Agreement has been executed by the parties, in the State of Idaho, as of the Effective Date set forth above.

SELLER:

At this 26th day of October 2004, before me Russell B. Seewald, a notary public personally appeared Merle H. Lindley.

By: Merle H. Lindley
Merle H. Lindley

Russell B. Seewald
Notary Public for Idaho
Residing - Boise, ID
Commission Expires 7-21-07



By: Merle H. Lindley
Merle H. Lindley, Trustee for the Lou
Jean B. Lindley Trust

BUYER:

WILSON PROPERTIES LP, an Idaho
limited partnership

By: Charles H. Wilson
Charles H. Wilson
Its: General Partner

ATTACHMENT B
NEW PLACE OF USE PROOF OF
OWNERSHIP



ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 02/28/03 11:30 AM
DEPUTY Jamie Parsons
RECORDED - REQUEST OF
First American Title Company
AMOUNT 3.00



WARRANTY DEED

For Value Received

Reed J. Bowen, Jr. and Mary H. Bowen, husband and wife

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

Wilson Properties, L.P., an Idaho Limited partnership

hereinafter referred to as Grantee, whose current address is

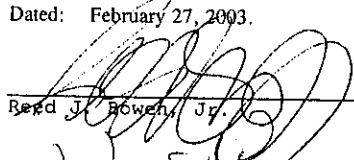
1101 W. River Street, Suite 150 - Boise, ID 83702

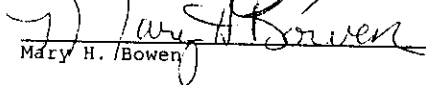
the following described premises, to-wit:

Lot 1 in Block 2 of FOXTAIL SUBDIVISION, according to the Official Plat thereof, filed in Book 73 of Plats at Page 7563-7564, Official Records of Ada County, Idaho.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. 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 that Grantor will warrant and defend the same from all claims whatsoever.

Dated: February 27, 2003.


Reed J. Bowen, Jr.

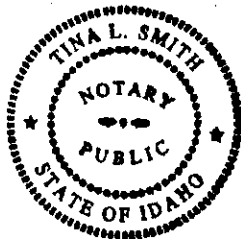

Mary H. Bowen

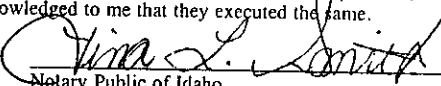
STATE OF IDAHO)

ss.

COUNTY OF ADA)

On This 27th day of February, in the year 2003, before me, a Notary Public in and for said State, personally appeared Reed J. Bowen, Jr. and Mary H. Bowen, known or identified to me 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 Idaho
Residing at Boise, ID
Commission expires: 7/25/2005

First American Title Company of Idaho

D9807948745

When Recorded Return To:

L.W. Grant, III
Givens Pursley LLP
277 N. 6th Street, Suite 200
P.O. Box 2720
Boise, ID 83701

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1999 FEB -1 PM 1:58

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1999 FEB -8 PM 1:57

RECORDED - REQUEST OF

FEE 1500 DEPUTY *Boehm*

99009790

ALLIANCE TITLE

RECORDED - REQUEST OF

FEE 1500 DEPUTY *Boehm*

99012397

WARRANTY DEED

ALLIANCE TITLE

FOR VALUE RECEIVED, Boehm Corporation, an Idaho corporation, whose current address is 990 W. Chinden Boulevard, Meridian, Idaho 83642 the GRANTOR, does hereby GRANT, BARGAIN, SELL and CONVEY unto Wilson Properties, L.P., whose current address is 1101 West River Street, Suite 150, Boise, Idaho 83702, the GRANTEE, the real property in Ada County, State of Idaho, more particularly described on Exhibit A, attached hereto:

This conveyance hereby made is subject to the lien for real property taxes for the year 1999, and all years thereafter and also the matters described on the attached Exhibit B, which exhibit is made a part hereof. All as contained in the records of Ada County, Idaho.

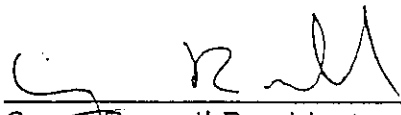
TO HAVE AND TO HOLD said premises together with its appurtenances, including but not limited to: 1) all water and water rights and all other entitlements to receive water for beneficial use upon the Property including, without limitation, all rights represented by any decree, license, permit, claim, permit application or storage entitlement; 2) all ditch and canal company and irrigation district shares and entitlements to receive water from any such company, association, district or other water delivery entity; 3) all ditch rights, easements and rights of way associated with any irrigation or other water delivery ditch, canal, lateral or pipeline; and 4) those water rights designated by the number 63-12092, 63-00170A, 63-04440 and 63-04975 in the records of the Idaho Department of Water Resources (collectively, the "Property"), unto the said Grantee, and Grantee's heirs and assigns forever.

And the said Grantor, for itself and its assigns, does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of the Property; that the Property is free from all encumbrances, except those described herein; that Grantee, its heirs and assigns shall be entitled to the quiet and peaceable possession of the Property; and that Grantor will warrant and defend the same forever from all claims whatsoever, except those described herein.

Dated effective the 1st day of February, 1999.

"GRANTOR"

BOEHM CORPORATION, an Idaho corporation

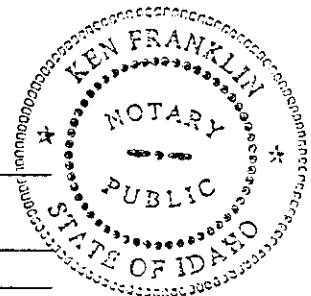
By: 
Casey Russell President

STATE OF IDAHO)
) ss.
County of Ada)

On this 28th day of January, 1999, before me, a Notary Public in and for the State of Idaho, personally appeared CASEY RUSSELL known or identified to me to be the President of BOEHM CORPORATION, an Idaho corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


Notary Public for Idaho
Residing at: Boise
My commission expires: 10/5/04

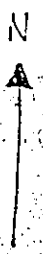


THIS DEED IS BEING RE-RECORDED TO REFLECT THE EFFECTIVE DATE OF THE 1ST DAY OF FEBRUARY, 1999 WHICH WAS INADVERTENTLY LEFT BLANK ON THE ORIGINAL RECORDING.

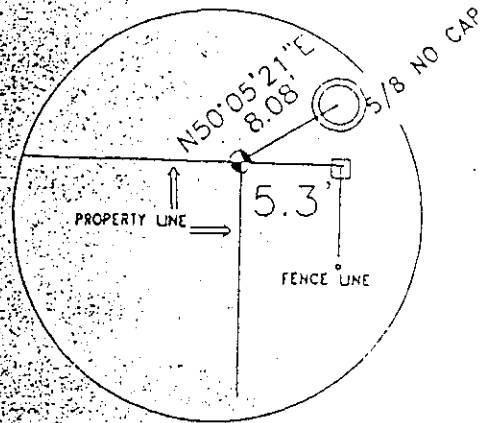
34'44"W N89'33'42"W 496.69' FND 5/8" PIN 1332.26' N89'34'17"W 5/8 NO 8.08' N50'05'21"

EXHIBIT C

ON SPRINGS SUB. NO. 2



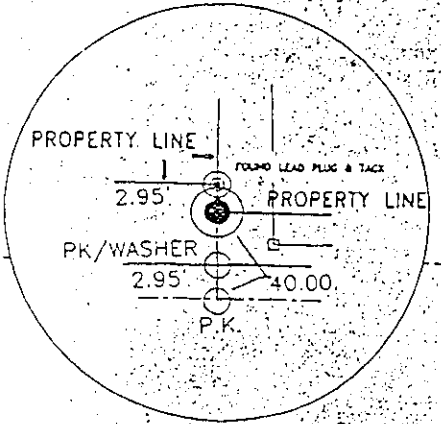
FND 1/2" PIN IN FENCE CORNER



80.02 ACRES

FOXTAIL GOLF COURSE

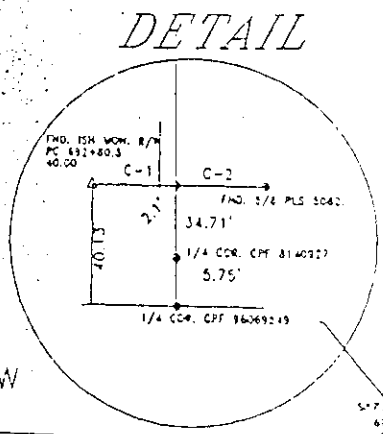
LOT 24 BLK 1



FOUND LEAD PLUG & TACK BODILY AND BUNDENSON SPRINGS SUB. NO. 2

15.7' FENCE CORNER

N89'22'50"W 1264.96'



SET P.K. ON SECTION LINE SET P.K. ON CENTER LINE