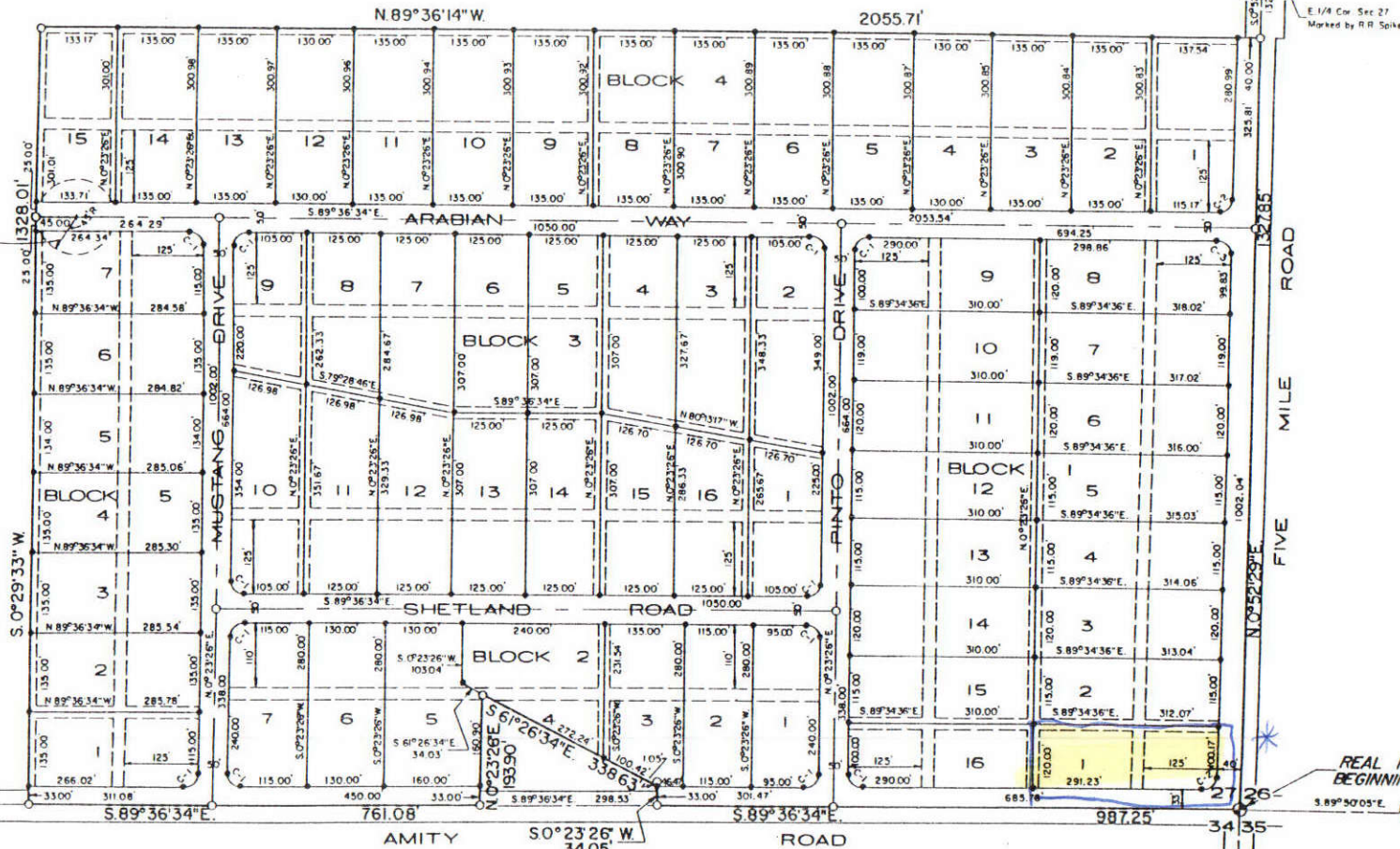


This plat is included solely for the purpose of assisting in locating said premises and the Company assumes no liability for variations, if any, in dimensions and location ascertained by actual survey.

PLAT SHOWING
FIVE MILE ESTATES WEST SUBDIVISION
A PORTION OF THE
S1/2 SE 1/4 SECTION 27, T.3 N., R.1 E., B.M.
ADA COUNTY, IDAHO
1972

NOTE
Street turn-around
Easement to revert to
Property Owner when
Street is extended



LEGEND

- Brass Cap
- 5/8" x 30" Iron Pin
- 1/2" x 24" Iron Pin
- Public Utilities, Drainage, and Irrigation Easement 10' Wide from Property Line where not Dimensioned.
- Public Utilities Easement 20' Wide.

SCALE IN FEET

CURVE		DATA			
CURVE	RADIUS	Δ	TAN	LENGTH	CHORD
C-1	20.00	90° 00' 00"	20.00	31.42	28.26
C-2	20.00	89° 30' 57"	19.83	31.25	28.16
C-3	20.00	90° 29' 03"	20.17	31.58	28.40

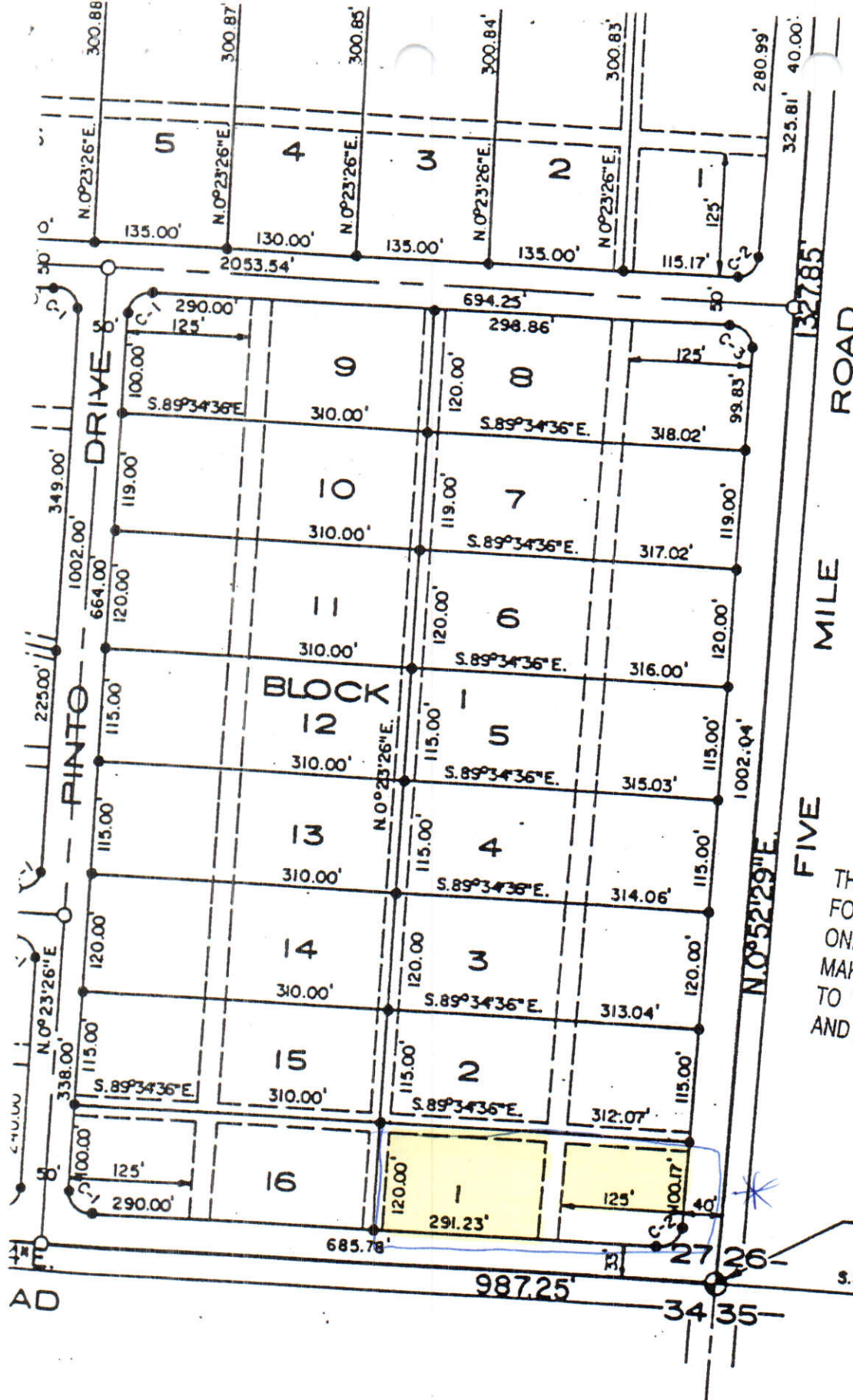
NOTE

All Lot Frontages and Side Lot Lines have a 5' Wide Public Utilities, Drainage, and Irrigation Easement that has been Recorded in the Restrictive Covenants.

THIS IS NOT A SURVEY. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. PIONEER TITLE COMPANY MAKES NO REPRESENTATIONS AS TO THE ACCURACY OF THE MAP AND ASSUMES NO LIABILITY FOR IT.

J-U-B ENGINEERS, INC.
Engineers Planners
Boise Idaho

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THIS IS NOT A SURVEY. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. PIONEER TITLE COMPANY MAKES NO REPRESENTATIONS AS TO THE ACCURACY OF THE MAP AND ASSUMES NO LIABILITY FOR IT.



REAL POINT OF BEGINNING

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SEP 07 2001

RECEIVED

JUN 23 2000

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIPPlease print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): 63-21880
Adjudication Claim No(s): _____
2. The following **REQUIRED** information must be submitted with this form:
 - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
AND
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)
OR
 - C. If your water right or adjudication claim 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 Brent & Rainey Storer
10660 W. Amity Dr. Boise, ID
4. New Owner/Claimant(s) Christy Neuls-Sofaly & Justin F. Sofaly
Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
New Mailing Address 10660 W. Amity Dr.
City, State and ZIP Code Boise, ID 83709
New Telephone Number (208) 562-8929
5. Date you acquired the property 04/20/00
6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below only if the water right(s) or claim(s) need to be split between owners. If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

Number of acres you irrigate with this water right .758 Number and type of stock 2 HorsesDiversion rate in CFS _____ Number of homes you acquired 1.0 Other uses _____

7. Signature of New Owner(s) or Claimant(s) Christy Neuls-Sofaly & Justin F. Sofaly

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.

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

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SEP 07 2000



A Pioneer Company

PIONEER TITLE COMPANY
OF ADA COUNTY

8151 W. Rifleman Ave / Boise, Idaho 83704 / (208) 377-2700

P-189990 TK/CS

WARRANTY DEED

For Value Received

KENT L. STORER and RAINEY A. STORER, husband and wife

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

JUSTIN F. SOFALY AND CHRISTY D. NEULS-SOFALY, HUSBAND AND WIFE

hereinafter referred to as Grantee, whose current address is

10660 W. AMITY ROAD, BOISE, ID 83709

the following described premises, to-wit:

SEE ATTACHED EXHIBIT "A", WHICH BY THIS REFERENCE BECOMES A PART HEREOF, AND IS
COMPRISED OF ONE (1) PAGE.

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2000 AP 20 PM 2:33

PIONEER TITLE

RECORDED - REQUEST OF

FEE 6.00 DEPUTY *McLendon*

100029728

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 easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: April 18, 2000.

Kent L. Storer
KENT L. STORER

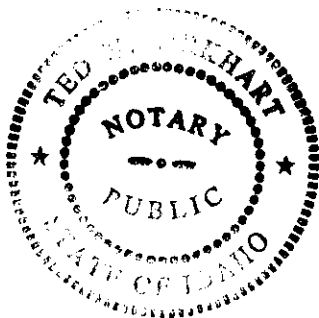
Rainey A. Storer
RAINEY A. STORER

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SEP 07 2001

STATE OF IDAHO)
)
COUNTY OF ADA)

On This 19 day of April, in the year 2000, before me, a Notary Public in and for said State, personally appeared KENT L. STORER AND RAINEY A. STORER, 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.



Ted W. Kinkaid
Notary Public of Idaho
Residing at MERIDIAN, ID.
Commission expires: 7/23/2004

Owner's Policy

American Land Title Association Owner's Policy 10-17-92



Policy Number **SV 3185678**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, herein called the Company,

insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, the said Old Republic National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers as of the date shown in Schedule A, the policy to be valid when countersigned by an authorized officer or agent of the Company.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including, but not limited to, building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

Issued through the Office of:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

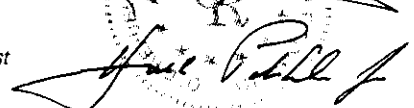
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SEP 07 2001


Authorized Signatory

By

Attest

President

Secretary

CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions from Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. Continuation of Insurance After Conveyance of Title.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. Notice of Claim to be Given by Insured Claimant.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. Defense and Prosecution of Actions; Duty of Insured Claimant to Cooperate.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title

or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of

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the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. Options to Pay or Otherwise Settle Claims; Termination of Liability.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

7. Determination, Extent of Liability and Coinsurance.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. Apportionment.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Insurance; Reduction or Termination of Liability.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. Liability Non-cumulative.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. Payment of Loss.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. Subrogation Upon Payment or Settlement.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and

(Continued on back cover.)

remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. Arbitration.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured.

Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located

permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

15. Liability Limited to this Policy; Policy Entire Contract.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or Validating Officer or Authorized Signatory of the Company.

16. Severability.

In the event any provision of the policy is held invalid or unenforceable under the applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to its Home Office: 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

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Agent#	State	Cty.	P	Tran	Reissue Amt.	f	Tran	Simultaneous	Issue
A11006	11	001	1	010	\$			MM 3356930	

OWNERS

SCHEDULE A

<u>OFFICE FILE #</u>	<u>POLICY NUMBER</u>	<u>DATE OF POLICY</u>	<u>AMT OF INSURANCE</u>	<u>TOTAL PREMIUM</u>
P189990	SV 3185678	April 20, 2000 AT 2:33 P.M.	\$126,900.00	\$636.00

1. Name of Insured:

JUSTIN F. SOFALY AND CHRISTY D. NEULS-SOFALY

2. The estate or interest in the land to as covered by the policy is:

FEE SIMPLE

3. Title to the estate or interest in land is vested in:

JUSTIN F. SOFALY AND CHRISTY D. NEULS-SOFALY, HUSBAND AND WIFE

4. The land herein described is encumbered by the following mortgage or Trust Deed, and assignments:

A DEED OF TRUST TO SECURE AN INDEBTEDNESS OF \$120,555.00, AND ANY OTHER AMOUNTS AS THEREIN PROVIDED, PAYABLE UNDER THE TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS THEREOF.

DATED: APRIL 18, 2000

GRANTOR: JUSTIN F. SOFALY AND CHRISTY D. NEULS-SOFALY, HUSBAND AND WIFE

TRUSTEE: PIONEER TITLE COMPANY OF ADA COUNTY, AN IDAHO CORPORATION

BENEFICIARY: FARMERS AND MERCHANTS STATE BANK

RECORDED: APRIL 20, 2000

INSTRUMENT NO.: 100029729

LOAN NO.: 8154172

5. The land referred to in this Policy is described as follows:

SEE SCHEDULE C

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OWNER
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of the following:

General Exceptions:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) 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.
- (3) Easements, or claims or easements, not shown by the public records.
- (4) 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.
- (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.

Special Exceptions: The mortgage, if any, referred to in Item 4 of Schedule A.

1. GENERAL TAXES FOR THE YEAR 1999, WHICH ARE LIENS, OF WHICH THE FIRST HALF HAS BEEN PAID. THE SECOND HALF OF WHICH WILL NOT BECOME DELINQUENT UNTIL JUNE 20TH.

PARCEL NO.	AMOUNT
120-R2847200011	\$925.98

NOTE: THE ABOVE AMOUNT OF TAXES REFLECT A HOME OWNERS EXEMPTION. ANY NEW BUYER MUST RE-APPLY TO THE ADA COUNTY ASSESSOR'S OFFICE FOR SAID EXEMPTION.

2. GENERAL TAXES FOR THE YEAR 2000, WHICH ARE LIENS, ARE NOT YET DUE AND PAYABLE.

CONTINUED

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3. LIENS AND ASSESSMENTS OF THE FOLLOWING DISTRICT AND THE RIGHTS AND POWERS THEREOF AS PROVIDED BY LAW. NO DELINQUENCIES APPEAR IN THE COUNTY RECORDER'S OFFICE.
DISTRICT: NEW YORK IRRIGATION DISTRICT (378-1023)
4. 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.
5. AN EASEMENT CONTAINING CERTAIN TERMS, CONDITIONS AND PROVISIONS AFFECTING A PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED HEREIN.
FOR: POWER LINE EASEMENT
IN FAVOR OF: IDAHO POWER COMPANY, A CORPORATION
RECORDED: JULY 13, 1936
FILED IN: BOOK 15 OF MISCELLANEOUS RECORDS AT PAGE 1
6. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS AS SET FORTH ON THE FACE OF THE PLAT.
7. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS.
RECORDED: JANUARY 19, 1972
INSTRUMENT NO.: 794437

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 AND OTHER POSSIBLE UTILITY SERVICES.

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SCHEDULE C

LOT 1 IN BLOCK 1, OF FIVE MILE ESTATES WEST SUBDIVISION, ACCORDING TO THE PLAT THEREOF FILED IN BOOK 2 OF PLATS AT PAGES 114 AND 115, RECORDS OF ADA COUNTY, STATE OF IDAHO. EXCEPT THE FOLLOWING:

A PARCEL OF LAND FOR PUBLIC RIGHT-OF-WAY LOCATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER, OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, AND BEING A PORTION OF LOT 1 BLOCK 1 FIVE MILE ESTATES WEST SUBDIVISION, AND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOW: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 1, FIVE MILE ESTATES WEST SUBDIVISION; THENCE SOUTH 89 DEGREES 3'51" EAST, ALONG THE SOUTH BOUNDARY OF SAID LOT 1, A DISTANCE OF 291.22 FEET TO A POINT; THENCE AROUND A CURVE OF SAID LOT 1 IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 89 DEGREES 31'03", AN ARC DISTANCE OF 31.25 FEET, A RADIUS OF 20.00 FEET, AND A CHORD OF NORTH 45 DEGREES 37'38" EAST, A DISTANCE OF 28.1 FEET TO A POINT; THENCE NORTH 0 DEGREES 52'0" EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 17.42 FEET TO A POINT; THENCE SOUTH 48 DEGREES 50'34" WEST, A DISTANCE OF 38.08 FEET TO A POINT; THENCE NORTH 89 DEGREES 3'51" WEST, A DISTANCE OF 282.87 FEET TO A POINT; THENCE SOUTH 0 DEGREES 23'03" WEST, A DISTANCE OF 12.00 FEET TO THE PLACE OF BEGINNING.

END OF LEGAL DESCRIPTION

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EXHIBIT A

LOT 1 IN BLOCK 1, OF FIVE MILE ESTATES WEST SUBDIVISION, ACCORDING TO THE PLAT THEREOF FILED IN BOOK 2 OF PLATS AT PAGES 114 AND 115, RECORDS OF ADA COUNTY, STATE OF IDAHO. EXCEPT THE FOLLOWING:

A PARCEL OF LAND FOR PUBLIC RIGHT-OF-WAY LOCATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER, OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, AND BEING A PORTION OF LOT 1 BLOCK 1 FIVE MILE ESTATES WEST SUBDIVISION, AND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOW: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 1, FIVE MILE ESTATES WEST SUBDIVISION; THENCE SOUTH 89 DEGREES 3'51" EAST, ALONG THE SOUTH BOUNDARY OF SAID LOT 1, A DISTANCE OF 291.22 FEET TO A POINT; THENCE AROUND A CURVE OF SAID LOT 1 IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 89 DEGREES 31'03", AN ARC DISTANCE OF 31.25 FEET, A RADIUS OF 20.00 FEET, AND A CHORD OF NORTH 45 DEGREES 37'38" EAST, A DISTANCE OF 28.1 FEET TO A POINT; THENCE NORTH 0 DEGREES 52'0" EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 17.42 FEET TO A POINT; THENCE SOUTH 48 DEGREES 50'34" WEST, A DISTANCE OF 38.08 FEET TO A POINT; THENCE NORTH 89 DEGREES 3'51" WEST, A DISTANCE OF 282.87 FEET TO A POINT; THENCE SOUTH 0 DEGREES 23'03" WEST, A DISTANCE OF 12.00 FEET TO THE PLACE OF BEGINNING.

END OF LEGAL DESCRIPTION

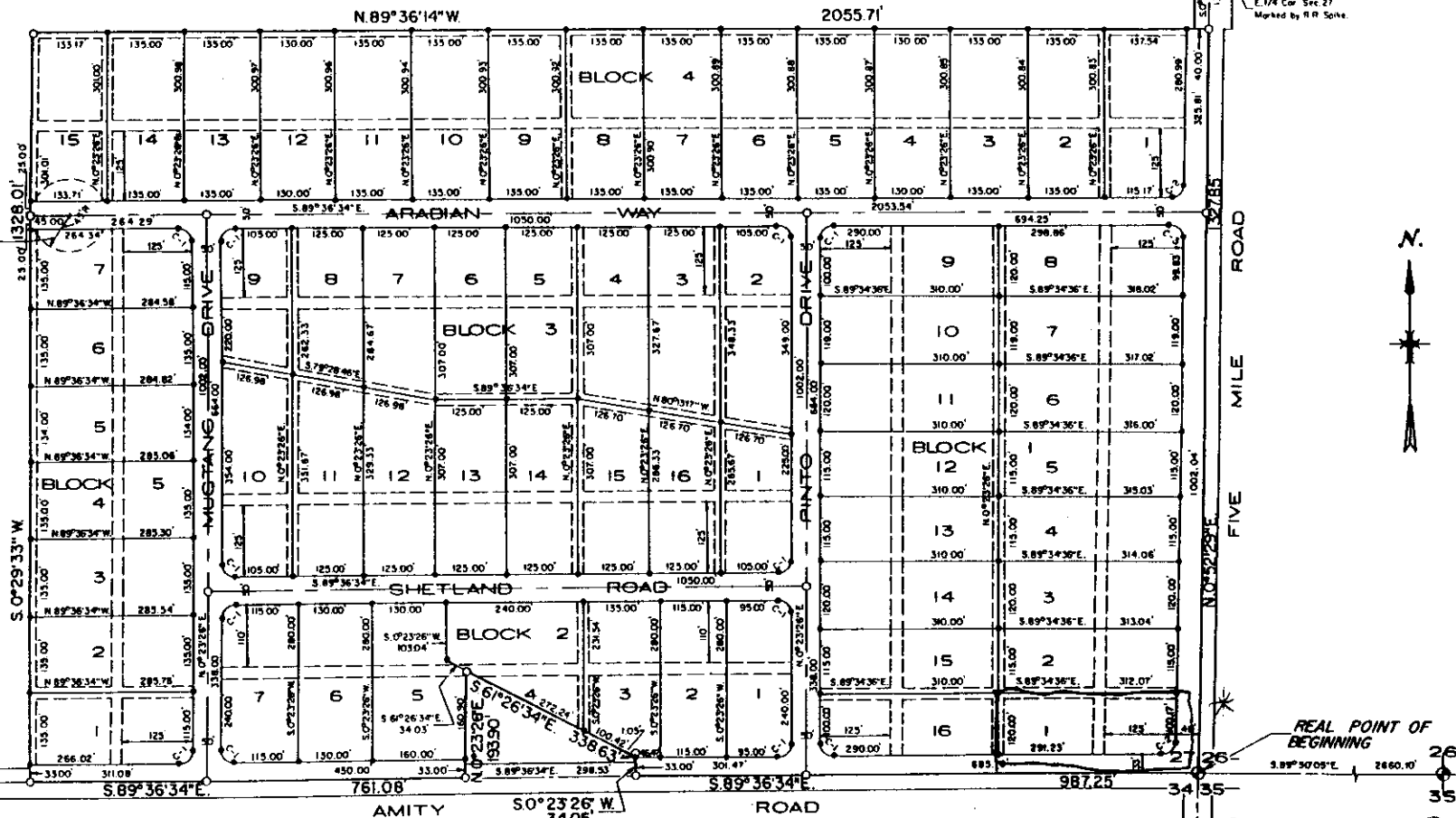
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PLAT SHOWING
FIVE MILE ESTATES WEST SUBDIVISION
A PORTION OF THE
S1/2 SE 1/4 SECTION 27, T.3N., R.1E., B.M.
ADA COUNTY, IDAHO
1972

This plat is included solely for the purpose of assisting in locating said premises and the Company assumes no liability for variations, if any, in dimensions and location ascertained by actual survey.

NOTE
Street turn-around
Easement to revert to
Property Owner when
Street is extended



LEGEND

Brass Cap
5/8" x 30" Iron Pin
1/2" x 24" Iron Pin
Public Utilities, Drainage, and
Irrigation Easement 10' Wide
from Property Line where not
Dimensioned.
Public Utilities Easement 20'
Wide.

SCALE IN FEET

CURVE		DATA			
CURVE	RADIUS	Δ	TAN	LENGTH	CH. BEAR.
C-1	20.00	90°00'00"	20.00	31.42	28.26°
C-2	20.00	89°30'37"	19.83	31.25	N. 45° 31' 38" E.
C-3	20.00	90°29'03"	20.17	31.58	S. 44° 22' 02" E.

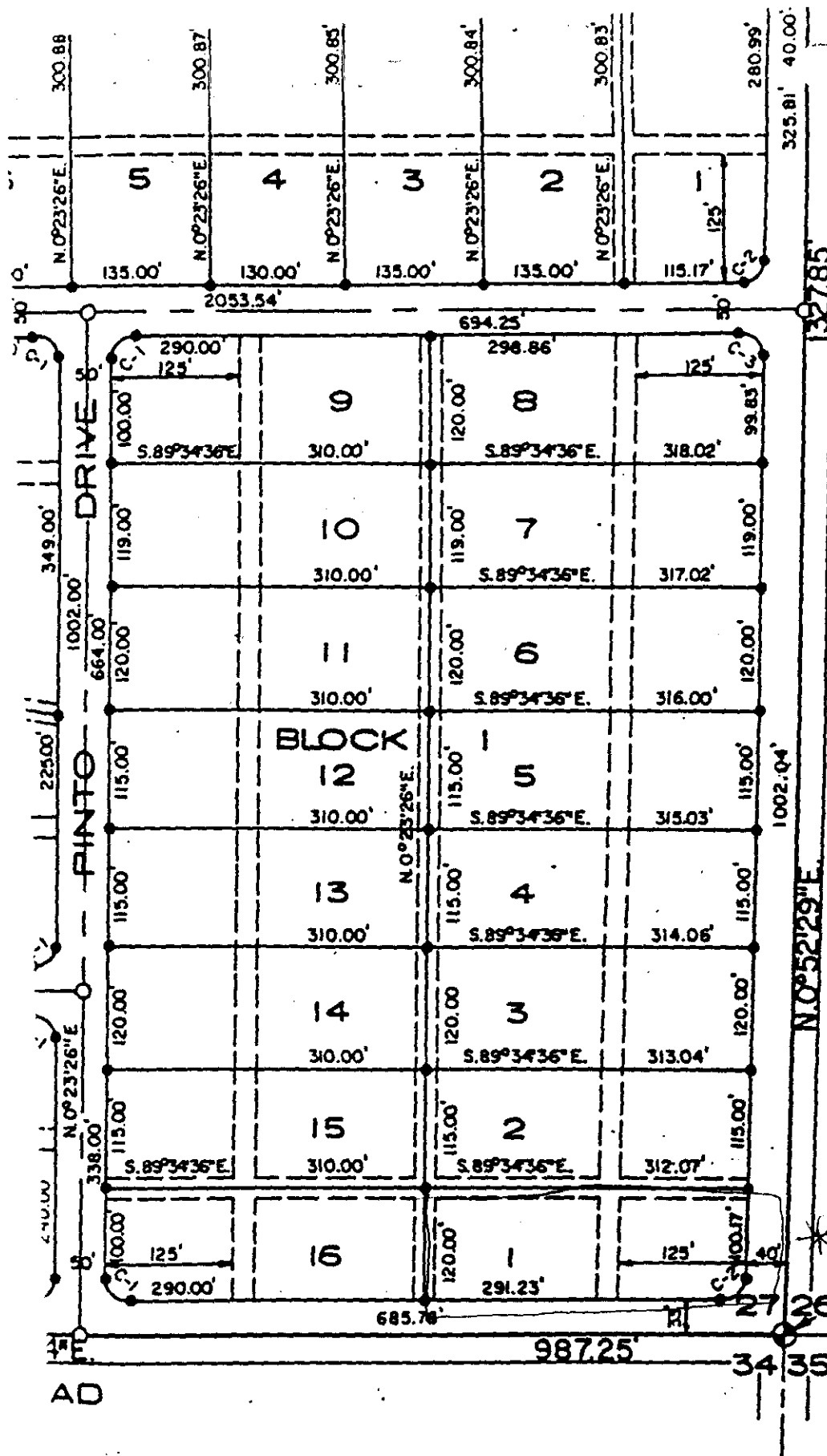
NOTE

All Lot Frontages and Side Lot Lines have a 5' Wide
Public Utilities, Drainage, and Irrigation Easement that
has been Recorded in the Restrictive Covenants.

THIS IS NOT A SURVEY. THIS MAP IS
FOR INFORMATIONAL PURPOSES
ONLY. PIONEER TITLE COMPANY
MAKES NO REPRESENTATIONS AS
TO THE ACCURACY OF THE MAP
AND ASSUMES NO LIABILITY FOR IT.

J-U-B ENGINEERS, INC.
Engineers Planners
Boise Idaho

MICROFILMED
SEP 3 7 2009



PINTO DRIVE
FIVE MILE ROAD
AD

THIS IS NOT A SURVEY. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. PIONEER TITLE COMPANY MAKES NO REPRESENTATIONS AS TO THE ACCURACY OF THE MAP AND ASSUMES NO LIABILITY FOR IT.

REAL POINT OF BEGINNING

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AR.

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)
PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 63-21880

NAME AND ADDRESS: SARAH PHIPPS
STEPHEN PHIPPS
10660 W ANITY RD
BOISE, ID 83709

SOURCE: GROUNDWATER

QUANTITY: 0.06 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 04/15/1985

POINT OF DIVERSION: T03N R01E S27 SESESE Within Ada County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic 1 HOME	01-01 TO 12-31	0.04 CFS
	Stockwater	01-01 TO 12-31	0.02 CFS

PLACE OF USE:	Stockwater		Within Ada County
	T03N R01E S27	SESE	
	Domestic		Within Ada County
	T03N R01E S27	SESE	

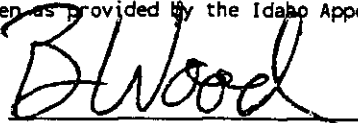
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


Barry Wood
Administrative District Judge
Presiding Judge of the
Snake River Basin Adjudication

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State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

August 16, 2001

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

JUSTIN F SOFALY
CHRISTY NEULS-SOFALY
10660 W AMITY DR
BOISE ID 83709

RE: Change of Ownership for Water Right 63-21880

Dear Water Right Holder(s):

The department acknowledges receipt of your Notice of Change of Water Right Ownership for the above referenced water right. The department has modified its records to reflect the change and enclosed is a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of ownership, or change of mailing address to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

for Jeff Peppersack, Manager
Water Right Permits Section

JP/dg
Enclosure

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SEP 07 2001



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

October 30, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

63-21880
STEPHEN PHIPPS
SARAH PHIPPS
10660 W AMITY RD
BOISE ID 83709

RE: Domestic and/or Stockwater Rights in Reporting Area 13, Basin 63
Snake River Basin Adjudication (SRBA)

Dear Water Right Claimant(s):

Please find enclosed the Idaho Department of Water Resources recommendations for your domestic and/or stockwater water right(s) in basin 63 (the drainage area of the Boise River). We have also enclosed instructions for reviewing (1) your recommended water right(s), and (2) other recommended domestic and stockwater right(s) in your area. Water rights for irrigation and other purposes in basin 63 will be recommended in a later process.

Note that you have 180 days in which to file any objection to our recommendation and to review the domestic and stockwater water rights of other claimants, including those of the United States. Information on the other water rights can be found at the county courthouses in Boise, Caldwell, Payette, Emmett, Idaho City, Fairfield, or Mountain Home, and all of the Idaho Department of Water Resources offices (see addresses in enclosure).

If the Court does not receive an objection from you about our recommendation, and no other party objects to your water right, your water right will be decreed as recommended after the 180-day objection period next year. You will receive your decree from the SRBA Court.

Completion of the SRBA is important for the future of water management in Idaho. We invite you to contact our regional offices with any questions that you have about your water right(s) or this adjudication process.

Sincerely,

Karl J. Dreher
Director

Enclosures

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SEP 07 2001

RECEIVED