

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
JAN 11 2006
Department of Water Resources
Southern Region

Notice of Security Interest in a Water Right

**And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**

Please 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): 27-11713, 29-13212, 29-11591, 27-11714

Adjudication Claim No(s):

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

A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

B) A **FEE** of \$25.00 per water right or adjudication claim.

3. Name and Mailing Address of Person or Company holding Security Interest

D. L. Evans Bank

P.O. Box 87

Twin Falls, ID 83303

4. Name of Water Right Owner/Claimant(s)

W H LAND & LIVESTOCK

5. Expiration Date of Notification Period January 5, 2021

6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO

7. Signature(s) (and title if applicable)

Katy Andrus
Loan Processor

For Office Use Only

Received by [Signature]
Received by [Signature]
Processed by AJ

Date 1/11/06
Date 1/11/06
Date _____

Fee 100.00
Receipt No. 5028283
WR _____ Date _____

RECEIVED
JAN 12 2006
Department of Water Resources
Eastern Region
JC 1-12-06

D. L. Evans Bank

"Idaho's Hometown Community Bank Since 1904"



January 10, 2006

RECEIVED
JAN 11 2006
Department of Water Resources
Southern Region

To Whom It May Concern:

I am submitting this letter to request a change in whom the completed water rights are sent attention to. Please remove James P Evans and do not replace him with anyone. We do not want anyone specified as there are several who submit the water rights.

If you have any questions, please call me at (208)736-9300.

Katy Andrus
DL Evans Bank
Loan Center

20528373

20528373
PIONEER TITLE

RECORDED AT REQUEST OF

FEE 69.⁰⁰ DEPUTY *[Signature]*

2005 DEC 30 PM 12 07

OFFICIAL RECORD BK# 828

RECORDER

BANNOCK COUNTY IDAHO

Space Above This Line For Recording Data

20051090 20 MH

MORTGAGE

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is December 29, 2005. The parties and their addresses are:

MORTGAGOR:**MCNABB GRAIN, INC.**

An Idaho Corporation

P O DRAWER C

POCATELLO, Idaho 83205

WH LAND & LIVESTOCK

A General Partnership

WHO ACQUIRED TITLE AS WH LAND AND LIVESTOCK, A GENERAL PARTNERSHIP

P O DRAWER C

POCATELLO, Idaho 83205

LENDER:**D. L. EVANS BANK**

Organized and existing under the laws of Idaho

P.O. Box 2900

Pocatello, Idaho 83206

1. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender, the following described property:

REFER TO EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 27-11713 WITH A CLAIMED PRIORITY OF MAY 10, 1915 TO 0.03 CFS OF GROUNDWATER, AND WATER RIGHT NO. 29-13212 WITH A CLAIMED PRIORITY OF APRIL 01, 1943 TO 0.02 CFS OF GROUND WATER, AND WATER RIGHT NO. 29-11591 WITH A CLAIMED PRIORITY OF MAY 10, 1915 TO 0.03 CFS OF GROUNDWATER, AND WATER RIGHT NO. 2711714 WITH A CLAIMED PRIORITY OF MAY 10, 1915 TO 0.03 CFS, TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.

The property is located in BANNOCK County at SEE LEGAL DESCRIPTION, INKOM, Idaho 83205.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

2. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time will not exceed \$2,540,654.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

3. SECURED DEBTS. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 2617100128/03, dated December 29, 2005, from

Lender's prior written consent. Mortgagor : notify Lender of all demands, proceedings, claim and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender will give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

12. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

13. ASSIGNMENT OF LEASES AND RENTS. Mortgagor absolutely, unconditionally, irrevocably and immediately assigns, grants, bargains, conveys and mortgages to Lender all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Lender grants Mortgagor a revocable license to collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor's default automatically and immediately revokes this license. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Mortgagor agrees that Lender will not be considered to be a mortgagee-in-possession by executing this Security Instrument or by collecting or receiving payments on the Secured Debts, but only may become a mortgagee-in-possession after Mortgagor's license to collect, receive, enjoy and use the Rents is revoked by Lender or automatically revoked on Mortgagor's default, and Lender takes actual possession of the Property. Consequently, until Lender takes actual possession of the Property, Lender is not obligated to perform or discharge any obligation of Mortgagor under the Leases, appear in or defend any action or proceeding relating to the Rents, the Leases or the Property, or be liable in any way for any injury or damage to any person or property sustained in or about the Property. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

14. DEFAULT. Mortgagor will be in default if any of the following occur:

A. Payments. Mortgagor or Borrower fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any

- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.
- L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

19. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

20. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals will include a standard "mortgage clause" and, where applicable, "loss payee clause." If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the

ACKNOWLEDGMENT

(Business or Entity)

Idaho

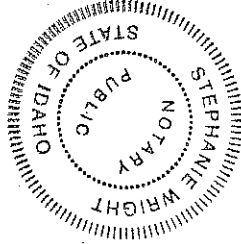
State 30th OF December County OF Bannock ss.

On this 30 day of December 2005, before me, Stephanie Wright a Notary Public, personally appeared WILLIAM B. MCNABB, JOHN C. MCNABB and MICHAEL R. MCNABB, known or identified to me (or proved to me on the oath of Stephanie Wright) to be the president, or vice-president, or secretary or assistant secretary, of 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.

My commission expires:

4-25-06

Stephanie Wright
(Notary Public)
residing at: McCammon Id



(Business or Entity)

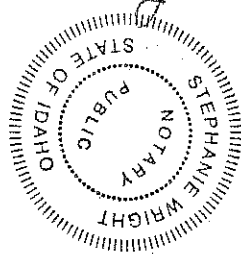
State Idaho County OF Bannock ss.

On this 30 day of December 2005, before me, Stephanie Wright a Notary Public, personally appeared Authorized Signer, known or identified to me (or proved to me on the oath of Mike McNabb) to be the Authorized Signer of the General Partnership that executed the instrument or the person who executed the instrument on behalf of said General Partnership, and acknowledged to me that such General Partnership executed the same.

My commission expires:

4-25-06

Stephanie Wright
(Notary Public)
residing at: McCammon Id



* William B. McNabb
& John C. McNabb

COMMITMENT

8-23

20528 673

Schedule A page 2 of 17 page(s)

9-23

0528373

LOT 4; SW¹/₄NW¹/₄

LOTS 1 AND 2; S $\frac{1}{2}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ S $\frac{1}{2}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$

SE $\frac{1}{4}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$ NE¹/₄NW¹/₄; N¹/₂NE¹/₄N¹/₂NW¹/₄

TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

LOTS 1 AND 2; S½ NE¼

E $\frac{1}{2}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SW $\frac{1}{4}$

THAT PORTION OF THE SE $\frac{1}{4}$ SW $\frac{1}{4}$, SECTION 22; AND THE NE $\frac{1}{4}$ NW $\frac{1}{4}$, SECTION 27, ALL IN TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/16 CORNER ON THE MERIDIONAL CENTERLINE OF SAID SECTION 22; THENCE ALONG SAID MERIDIONAL CENTERLINE SOUTH 792 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT OF WAY LINE OF MCNABB ROAD, WHICH IS THE TRUE POINT OF BEGINNING; THENCE ALONG SAID MERIDIONAL CENTERLINE AND EXTENSION THEREOF, SOUTH 1848 FEET, MORE OR LESS, TO THE NORTH 1/16 LINE OF SAIS SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN; THENCE ALONG SAID NORTH 1/16 LINE, WEST 704 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF LINE OF SAID MCNABB ROAD; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTHEASTERLY 2300 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

COMMITMENT

9-23

20528373

LOT 4; SW $\frac{1}{4}$ NW $\frac{1}{4}$

LOTS 1 AND 2: S $\frac{1}{2}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ S $\frac{1}{2}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$

SE $\frac{1}{4}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ NE $\frac{1}{4}$ N¹/₂NW¹/₄

TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

LOTS 1 AND 2; S½ NE¼

E¹/₂SW¹/₄; SW¹/₄SW¹/₄

THAT PORTION OF THE SE $\frac{1}{4}$ SW $\frac{1}{4}$, SECTION 22; AND THE NE $\frac{1}{4}$ NW $\frac{1}{4}$, SECTION 27, ALL IN TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/16 CORNER ON THE MERIDIONAL CENTERLINE OF SAID SECTION 22; THENCE ALONG SAID MERIDIONAL CENTERLINE SOUTH 792 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT OF WAY LINE OF MCNABB ROAD, WHICH IS THE TRUE POINT OF BEGINNING; THENCE ALONG SAID MERIDIONAL CENTERLINE AND EXTENSION THEREOF, SOUTH 1848 FEET, MORE OR LESS, TO THE NORTH 1/16 LINE OF SAIS SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN; THENCE ALONG SAID NORTH 1/16 LINE, WEST 704 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF LINE OF SAID MCNABB ROAD; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTHEASTERLY 2300 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

COMMITMENT

20528373

N¹/₂NE¹/₄; S¹/₂NE¹/₄; E¹/₂SE¹/₄

NW¹/₄SW¹/₄; SW¹/₄NW¹/₄; SW¹/₄SW¹/₄

EXCEPTING THEREFROM THE E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$

EXCERPT:
A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTH 1/16 CORNER ON THE EAST LINE OF SECTION 29; THENCE WEST ALONG THE NORTH 1/16 LINE OF SAID SECTION, 1252.25 FEET; THENCE SOUTH 17°11'03" EAST 1010.05 FEET TO THE NORTH RIGHT OF WAY LINE OF BUCKSKIN ROAD; THENCE NORTH 71°40'56" EAST ALONG SAID RIGHT OF WAY 493.65 FEET; THENCE NORTH 57°43'52" EAST ALONG SAID RIGHT OF WAY 96.31 FEET; THENCE NORTH 50°52'48" EAST ALONG SAID RIGHT OF WAY 274.65 FEET; THENCE NORTH 73°14'55" EAST ALONG SAID RIGHT OF WAY 196.52 FEET TO THE EAST LINE OF SAID SECTION 29; THENCE NORTH 0°16'15" EAST ALONG SAID EAST LINE 528.47 FEET TO THE POINT OF BEGINNING.

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, AND THE SOUTH RIGHT OF WAY LINE OF BUCKSKIN ROAD; THENCE SOUTH ALONG THE SAID EAST LINE OF SECTION 29, 913.4 FEET; THENCE NORTH 83°34' WEST 203.0 FEET; THENCE SOUTH 86°23' WEST 147.00 FEET; THENCE NORTH 18°02' WEST 202.3 FEET; THENCE NORTH 74°51' WEST 39.8 FEET; THENCE NORTH 18°18' WEST 75.3 FEET; THENCE NORTH 32°51' WEST 111.2 FEET; THENCE SOUTH 40°20' WEST 289.6 FEET; THENCE NORTH 10°21' WEST 165.7 FEET; THENCE SOUTH 82°32' WEST 273.6 FEET; THENCE NORTH 23°00' WEST 145.2 FEET, MORE OR LESS, TO THE SOUTH BOUNDARY LINE OF BUCKSKIN ROAD; THENCE NORTHEASTERLY ALONG SAID SOUTH BOUNDARY LINE, 1200 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 33 AND THE NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 32,
EXCEPTING THEREFROM:

COMMITMENT

COMMITMENT

Order No. 20051696 SW MH

11-23

20528373

EXCEPTION NO. 1:

A PARCEL OF LAND LOCATED IN THE NE $\frac{1}{4}$ NW $\frac{1}{4}$ AND THE NW $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, THE SAME BEING A PORTION OF THE LANDS DESCRIBED IN DEED INSTRUMENT NO. 94020690 IN THE RECORDS OF BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 36 EAST, NOISE MERIDIAN, BANNOCK COUNTY, IDAHO; THENCE WEST FOR A DISTANCE OF 590 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 38°52' EAST FOR A DISTANCE OF 1175 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF BUCKSKIN ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE FOR THE FOLLOWING TWO (2) COURSES: (1) THENCE SOUTH 87°00' EAST FOR A DISTANCE OF 531 FEET, MORE OR LESS, (2) THENCE SOUTH 22°11' EAST FOR A DISTANCE OF 958 FEET, MORE OR LESS; THENCE WEST FOR A DISTANCE OF 1629 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTION NO. 2:

A PARCEL OF LAND LOCATED IN THE NE¼NW¼ AND THE NW¼NE¼ OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NE¼NW¼ OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 36 EAST, NOISE MERIDIAN; BANNOCK COUNTY, IDAHO; THENCE NORTH ALONG THE WESTERLY BOUNDARY LINE OF SAID NE¼NW¼ OF SECTION 32 FOR A DISTANCE OF 1140 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BUCKSKIN ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE FOR THE FOLLOWING TWO (2) COURSES: (1) THENCE SOUTH 73°57' EAST FOR A DISTANCE OF 687 FEET, MORE OR LESS; THENCE SOUTH 87°00' EAST FOR A DISTANCE OF 669 FEET, MORE OR LESS; THENCE SOUTH 38°52' WEST FOR A DISTANCE OF 1175 FEET, MORE OR LESS, TO A POINT ON THE SOUTH BOUNDARY LINE OF SAID NE¼NW¼; THENCE WEST FOR A DISTANCE OF 591 FEET; MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTION NO. 3:

A PARCEL OF LAND LOCATED IN THE SE¼NE¼ OF SECTION 32 AND THE SW¼NW¼ OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, THE SAME BEING A PORTION OF THE LANDS DESCRIBED IN DEED INSTRUMENT NO. 151047 AND 94020690 IN THE RECORDS OF BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SE¼NE¼ OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO; THENCE NORTH 58°29' EAST FOR A DISTANCE OF 1146 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BUCKSKIN ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE FOR THE FOLLOWING FOUR (4) COURSES; (1) THENCE SOUTH 48°54' EAST FOR A DISTANCE OF 455 FEET, MORE OR LESS; (2) THENCE SOUTH 75°47' EAST FOR A DISTANCE OF 774 FEET, MORE OR LESS; (3) THENCE SOUTH 87°08' EAST FOR A DISTANCE OF 200 FEET, MORE OR LESS; (4) THENCE SOUTH 56°19' EAST FOR A DISTANCE OF 180 FEET, MORE OR LESS; TO A POINT ON THE SOUTHERLY BOUNDARY LINE ON THE SW¼NW¼ OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN; THENCE WEST FOR A DISTANCE OF 2420 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

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EXCEPTION NO. 4:

EXCEPTION NO. 4.
THAT PORTION OF THE SE $\frac{1}{4}$ SW $\frac{1}{4}$, SECTION 22; AND THE NE $\frac{1}{4}$ NW $\frac{1}{4}$, SECTION 27, ALL IN TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH 1/16 CORNER ON THE MERIDIONAL CENTERLINE OF SAID SECTION 22; THENCE ALONG SAID MERIDIONAL CENTERLINE SOUTH 792 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT OF WAY LINE OF MCNABB ROAD, WHICH IS THE TRUE POINT OF BEGINNING; THENCE ALONG SAID MERIDIONAL CENTERLINE AND EXTENSION THEREOF, SOUTH 1848 FEET, MORE OR LESS, TO THE NORTH 1/16 LINE OF SAID SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN; THENCE ALONG SAID NORTH 1/16 LINE, WEST 704 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF LINE OF SAID MCNABB ROAD; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTHEASTERLY 2300 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTION NO. 5:

EXCEPTION NO. 5:
A TRACT OF LAND IN THE SE¼NW¼, SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH 1/16 CORNER OF THE MERIDIONAL CENTERLINE OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO; THENCE SOUTH ALONG SAID MERIDIONAL CENTERLINE 2598.0 FEET TO THE NORTH 1/16 CORNER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST; THENCE WEST ALONG THE NORTH 1/16 LINE OF SAID SECTION 27; 373.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST ALONG SAID NORTH 1/16 LINE 350.0 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF MCNABB ROAD AS THE SAME EXISTS; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF 502 FEET; THENCE EASTERLY 420 FEET TO AN INTESECTION WITH THE EXISTING FENCE LINE; THENCE NORTHEASTERLY ALONG SAID FENCE LINE 500 FEET TO THE POINT OF BEGINNING.

EXCEPTION NO. 6:

EXCEPTION NO. 6:
A TRACT OF LAND IN THE SE $\frac{1}{4}$ NW $\frac{1}{4}$, SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH $\frac{1}{16}$ CORNER OF THE MERIDIONAL CENTERLINE OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO; THENCE SOUTH ALONG SAID MERIDIONAL CENTERLINE 2598.0 FEET TO THE NORTH $\frac{1}{16}$ CORNER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST; THENCE WEST ALONG THE NORTH $\frac{1}{16}$ LINE OF SAID SECTION 27, A DISTANCE OF 723.0 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF MCNABB ROAD AS THE SAME NOW EXISTS; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF 502.0 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG SAID RIGHT OF WAY 524.0 FEET; THENCE EAST 420 FEET TO AN INTESECTION WITH THE EXISTING FENCE LINE; THENCE NORTHEASTERLY ALONG SAID FENCE LINE 510.0 FEET; THENCE WEST 420.0 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF MCNABB ROAD, THE TRUE POINT OF BEGINNING.

EXCEPTION NO. 7:

EXCEPTION NO. 7:
A TRACT OF LAND IN THE SE $\frac{1}{4}$ NW $\frac{1}{4}$, SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH 1/16 CORNER OF THE MERIDIONAL CENTERLINE OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO; THENCE SOUTH

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ALONG SAID MERIDIONAL CENTERLINE 2598.0 FEET TO THE NORTH 1/16 CORNER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST; THENCE WEST ALONG THE NORTH 1/16 LINE OF SAID SECTION 27, A DISTANCE OF 723.0 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF MCNABB ROAD AS THE SAME NOW EXISTS; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY, 940 FEET, TO THE POINT OF BEGINNING; THENCE EAST 86 FEET; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY, 86.0 FEET; THENCE NORTHWESTERLY, MORE OR LESS, TO THE POINT OF BEGINNING.

A TRACT OF LAND IN THE SE $\frac{1}{4}$ NW $\frac{1}{4}$, SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

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TO THE SOUTHEAST; (2) THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°34'09" FOR AN ARC DISTANCE OF 115.41 FEET TO THE POINT OF TANGENCY (CHORD BEARS SOUTH 25°37'23" WEST 115.14 FEET); (3) THENCE SOUTH 18°50'19" WEST FOR A DISTANCE OF 130.84 FEET TO THE BEGINNING OF A 1388.0 FOOT RADIUS TANGENT CURVE CONCAVED TO THE NORTHWEST; (4) THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 06°23'08" FOR AN ARC DISTANCE OF 154.69 FEET (CHORD BEARS SOUTH 22°01'52" WEST 154.61') TO THE TRUE POINT of beginning.

A TRACT OF LAND IN THE S½SW¼, SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:
COMMENCING AT THE S¼ CORNER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BANNOCK COUNTY, IDAHO; THENCE NORTH 0°01' WEST 385.3 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 86°00' WEST 1486 FEET; THENCE NORTH 21°33' WEST 389.4 FEET; THENCE NORTH 65°36' WEST 316.9 FEET TO HAGLER ROAD; THENCE NORTH 61°10' EAST 786.0 FEET ALONG HAGLER ROAD; THENCE NORTH 85°58' EAST 925.6 FEET, ALONG HAGLER ROAD; THENCE SOUTH 33°40' WEST 153.6 FEET; THENCE NORTH 85°58' EAST 387.9 FEET TO THE MERIDIONAL CENTERLINE OF SAID SECTION 27; THENCE SOUTH 0°01' EAST 733 FEET ALONG THE MERIDIONAL CENTERLINE TO THE POINT OF BEGINNING.

COMMENCING AT THE SOUTH 1/16 CORNER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO; THENCE NORTH 0°02' WEST ALONG THE MERIDIONAL CENTERLINE OF SECTION 27, 50.3 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0°02' WEST 967 FEET; THENCE SOUTH 82°31' WEST 37 FEET; THENCE SOUTH 40°20' WEST 490.8 FEET; THENCE SOUTH 11°20' WEST 415.3 FEET; THENCE SOUTH 81°26' WEST 371.5 FEET; THENCE SOUTH 85°56' WEST 330 FEET; THENCE SOUTH 46°26' WEST 363 FEET; THENCE SOUTH 3°12' EAST 123.1 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT OF WAY LINE OF HAGLER ROAD; THENCE NORTH 68°24' EAST 267.7 FEET; THENCE NORTH 83°07' EAST 698.8 FEET; THENCE SOUTH 87°52' EAST 119.2 FEET; THENCE SOUTH 48°22' EAST 60.2 FEET; THENCE SOUTH 33°58' WEST 154 FEET; THENCE NORTH 85°58' EAST 383.5 FEET, MORE OR LESS, TO THE MERIDIONAL CENTERLINE OF SECTION 27; THENCE NORTH 0°02' WEST 252 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

A PARCEL OF LAND LOCATED IN THE SE¼ SW¼ OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 27 WHICH IS MONUMENTED WITH A 5/8-INCH REBAR WITH ALUMINUM CAP PLS 843 ALONGSIDE A MARKED STONE; THENCE SOUTH 89°37'27" WEST ALONG THE SOUTH LINE OF SAID SECTION 27 A DISTANCE OF 797.96 FEET TO A ½-INCH REBAR WITH PLASTIC CAP PLS 843; THENCE NORTH 00°18'33" WEST 417.51 FEET TO A ½-INCH REBAR WITH PLASTIC CAP PLS 843, SAID POINT BEING THE SOUTHWEST CORNER OF WARRANTY DEED INSTRUMENT NO. 543431; THENCE NORTH 87°19'34" EAST ALONG THE SOUTH LINE OF SAID DEED A DISTANCE OF 799.96 FEET TO A ½-INCH REBAR; THENCE SOUTH 00°08'28" EAST 449.59 FEET TO THE TRUE POINT OF BEGINNING.

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EXCEPTION NO. 13:

A PARCEL OF LAND LOCATED IN THE NW¼ SW¼ OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 27, 1715.0 FEET; THENCE NORTH 80°30' EAST 62.7 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 80°30' EAST 249 FEET; THENCE SOUTH 9°30' EAST 260 FEET; THENCE SOUTH 80°30' WEST 249 FEET; THENCE NORTH 9°30' WEST 260 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

EXCEPTION NO. 14:

ALL THAT PARCEL OF LAND LOCATED IN THE NW¼SW¼ OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, LYING WESTERLY OF MCNABB ROAD AND EASTERLY OF RAPID CREEK ROAD.

EXCEPTION NO. 15:

A PARCEL OF LAND LOCATED IN THE NW¼ SW¼ OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS LOCATED ON THE CENTERLINE OF SECTION 27 AND BEARS EAST 130 FEET FROM THE EASTERLY RIGHT OF WAY OF RAPID CREEK ROAD TO THE POINT OF BEGINNING; THENCE NORTH 50 FEET; THENCE EAST 50 FEET; THENCE SOUTH 50 FEET, MORE OR LESS, TO THE CENTERLINE OF SECTION 27; THENCE WEST 50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTION NO. 16:

A PARCEL OF LAND LOCATED IN SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 283 FEET 8 INCHES EAST OF THE SURVEY CORNER MARKER OF THE SOUTHWEST CORNER OF THE NW¼ OF SAID SECTION 27 AND DECLARED THE TRUE POINT OF BEGINNING; THENCE NORTH 60 FEET; THENCE WEST 65 FEET; THENCE SOUTH 100 FEET; THENCE EAST 65 FEET; THENCE NORTH 40 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTION NO. 17:

A PARCEL OF LAND LOCATED IN SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 283 FEET 8 INCHES EAST OF THE SURVEY CORNER MARKER OF THE SOUTHWEST CORNER OF THE NW¼ OF SAID SECTION 27 AND DECLARED THE TRUE POINT OF BEGINNING; THENCE EAST 535 FEET; THENCE SOUTH 515 FEET; THENCE WEST 535 FEET; THENCE NORTH 515 FEET TO THE TRUE POINT OF BEGINNING.

TOWNSHIP 7 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

SECTION 23:

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EXCEPT:

EXCEPT:
A PARCEL OF LAND IN THE SE¼ OF SECTION 23, TOWNSHIP 7 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, A PORTION OF THE LAND DESCRIBED IN INSTRUMENT NO. 93003369 OF THE RECORDS OF BANNOCK COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF LOT 4 IN BLOCK 3 OF JACKSON CREEK ESTATES 1ST ADDITION, BANNOCK COUNTY, IDAHO, THENCE SOUTH 89°41'23" EAST FOR A DISTANCE OF 185.0 FEET; THENCE NORTH 00°18'37" EAST FOR A DISTANCE OF 472.46 FEET; THENCE NORTH 89°41'23" WEST FOR A DISTANCE OF 185.0 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 00°18'37" WEST ALONG THE EAST BOUNDARY LINE OF SAID LOT 4 FOR A DISTANCE OF 472.46 FEET (RECORDED AS 471.69 FEET) TO THE POINT OF BEGINNING.

SECTION 24:

S¹/₂SW¹/₄; SW¹/₄SE¹/₄

SECTION 25:

NW¹/₄NW¹/₄; S¹/₂NE¹/₄; NE¹/₄NW¹/₄; NW¹/₄NE¹/₄

EXCEPTION NO 1:

EXCEPTION NO 1:
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 36 EAST OF THE BOISE MERIDIAN, BANNOCK COUNTY, IDAHO AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 25 FOR A DISTANCE OF 7 RODS; THENCE WEST BY NORTHWEST FOLLOWING THE CENTERLINE OF THE CERTAIN DITCH RUNNING TO HOLMES RANCH FROM SPIDER CREEK, AS NOW LOCATED ACROSS THE SE¼ SE¼ OF SAID SECTION 25 TO ITS INTERSECTION WITH THE WEST LINE OF THE SAID SE¼ SE¼ OF SECTION 25 TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID SE¼ SE¼ OF SECTION 25 TO THE PLACE OF BEGINNING. THE COUNTY ROAD CONSTITUTES THE NORTH AND EAST BOUNDARY.

EXCEPTION NO. 2:

EXCEPTION NO. 2:
A STRIP OF LAND 8 FEET IN WIDTH (MEASURED AT RIGHT ANGLES) LOCATED IN THE NE¼ SE¼ AND THE SE¼ NE¼ OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 36 EAST, AND IN GOVERNMENT LOT 2, SECTION 30, TOWNSHIP 7 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, SAID STRIP ADJOINING THE SOUTHERLY RIGHT-OF-WAY OF GREEN CANYON ROAD AND ADJOINING THE EASTERLY RIGHT-OF-WAY OF BONNEVILLE ROAD AS SHOWN ON THE OFFICIAL PLAT OF PEBBLE CREEK ESTATES (RECORDED AS INSTRUMENT NO. 95002416 IN THE BANNOCK COUNTY RECORDER'S OFFICE) AND SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN BLOCK 2 OF SAID PEBBLE CREEK ESTATES, SAID CORNER BEING MARKED BY A 5/8 INCH DIAMETER REBAR WITH A YELLOW PLASTIC CAP STAMPED "PE/LS 4440";
THENCE NORTH 2°27'54" WEST PARALLEL WITH SAID EAST RIGHT-OF-WAY OF BONNEVILLE ROAD 217.91 FEET TO AN ANGLE POINT MARKED BY A 5/8 INCH DIAMETER REBAR WITH A YELLOW PLASTIC CAP STAMPED "PE/LS 4440";

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THENCE NORTH $0^{\circ}55'16''$ EAST PARALLEL WITH SAID EAST RIGHT-OF-WAY OF BONNEVILLE ROAD, 670.29 FEET TO A POINT WHICH IS 8 FEET SOUTHERLY FROM THE EXISTING, MONUMENTED SOUTHERLY RIGHT-OF-WAY OF GREEN CANYON ROAD, SAID POINT BEING MARKED BY A 5/8 INCH DIAMETER REBAR WITH A YELLOW PLASTIC CAP STAMPED "PE/LS 4440";

THENCE EASTERLY ALONG A LINE WHICH IS 8 FEET SOUTHERLY AND PARALLEL TO THE EXISTING, MONUMENTED SOUTHERLY RIGHT-OF-WAY LINE OF GREEN CANYON ROAD THE FOLLOWING COURSES AND DISTANCES (ALL POINTS OF TANGENCY MONUMENTED WITH A SET 5/8 INCH DIAMETER REBAR WITH A YELLOW PLASTIC CAP STAMPED "PE/LS 4440");

NORTH $80^{\circ}16'37''$ EAST 991.78 FEET TO A POINT OF TANGENCY WITH A 922.39 FOOT RADIUS CURVE;

THENCE EASTERLY ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF $18^{\circ}05'16''$ A RADIUS OF 922.39 AND A CHORD BEARING OF NORTH $89^{\circ}19'17''$ EAST FOR AN ARC LENGTH OF 291.19 FEET TO A POINT OF TANGENCY;

THENCE SOUTH $81^{\circ}38'07''$ EAST 163.55 FEET TO A POINT OF TANGENCY WITH A 683.42 FOOT RADIUS CURVE;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF $13^{\circ}50'00''$ A RADIUS OF 683.42 FEET AND A CHORD BEARING OF SOUTH $74^{\circ}43'07''$ EAST FOR AN ARC LENGTH OF 165.00 FEET TO A POINT OF TANGENCY;

THENCE SOUTH $67^{\circ}48'07''$ EAST 347.61 FEET TO A POINT OF TANGENCY WITH A 510.63 FOOT RADIUS CURVE;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF $21^{\circ}00'00''$ A RADIUS OF 510.63 FEET AND A CHORD BEARING OF SOUTH $78^{\circ}18'07''$ EAST FOR AN ARC LENGTH OF 187.16 FEET TO A POINT OF TANGENCY;

THENCE SOUTH $88^{\circ}48'07''$ EAST 435.23 FEET TO A POINT ON THE WEST 1/16 LINE OF SECTION 30, SAID POINT BEING MARKED BY A 5/8 INCH DIAMETER REBAR WITH A YELLOW PLASTIC CAP STAMPED "PE/LS 4440";

THENCE NORTH $0^{\circ}40'17''$ EAST ALONG SAID WEST 1/16 LINE 8.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF GREEN CANYON ROAD;

THENCE WESTERLY ALONG THE EXISTING, MONUMENTED SOUTHERLY RIGHT-OF-WAY LINE OF GREEN CANYON ROAD THE FOLLOWING COURSES AND DISTANCES;

NORTH $88^{\circ}48'07''$ WEST 435.16 FEET TO A POINT OF TANGENCY WITH A 502.63 FOOT RADIUS CURVE, SAID POINT BEING MARKED BY A BANNOCK COUNTY BRASS CAP MONUMENT DATED 1933;

THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF $21^{\circ}00'00''$ A RADIUS OF 502.63 FEET AND A CHORD BEARING OF NORTH $78^{\circ}18'07''$ WEST FOR AN ARC LENGTH OF 184.22 FEET TO A POINT OF TANGENCY, SAID POINT BEING MARKED BY A BANNOCK COUNTY BRASS CAP MONUMENT DATED 1933;

THENCE NORTH $67^{\circ}48'07''$ WEST 347.61 FEET TO A POINT OF TANGENCY WITH A 691.42 FOOT RADIUS CURVE, SAID POINT BEING MARKED BY A BANNOCK COUNTY BRASS CAP MONUMENT DATED 1933;

THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF $13^{\circ}50'00''$ A RADIUS OF 691.42 FEET AND A CHORD BEARING OF NORTH $74^{\circ}43'07''$ WEST FOR AN ARC LENGTH OF 166.94 FEET TO A POINT OF TANGENCY, SAID POINT BEING MARKED BY A BANNOCK COUNTY BRASS CAP MONUMENT DATED 1933;

THENCE NORTH $81^{\circ}38'07''$ WEST 163.55 FEET TO A POINT OF TANGENCY WITH A 930.39 FOOT RADIUS CURVE, SAID POINT BEING MARKED BY A BANNOCK COUNTY BRASS CAP MONUMENT DATED 1933;

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THENCE WESTERLY ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 18°05'16" A RADIUS OF 930.39 FEET AND A CHORD BEARING OF SOUTH 89°19'17" WEST FOR AN ARC LENGTH OF 293.72 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH 80°16'37" WEST 998.42 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF GREEN CANYON ROAD WITH THE EASTERLY RIGHT-OF-WAY OF BONNEVILLE ROAD;
 THENCE SOUTH 0°55'16" WEST ALONG SAID EASTERLY RIGHT-OF-WAY OF BONNEVILLE ROAD 677.15 FEET TO AN ANGLE POINT;
 THENCE CONTINUING SOUTH 2°27'54" EAST ALONG SAID EASTERLY RIGHT-OF-WAY OF BONNEVILLE ROAD 218.15 FEET;
 THENCE NORTH 87°32'06" EAST 8.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTION NO. 3:
 PEBBLE CREEK ESTATES AS DESCRIBED IN THAT SUBDIVISION PLAT RECORDED FEBRUARY 17, 1995, AS INSTRUMENT NO. 95002416.

EXCEPTION NO. 4:
 A PARCEL OF LAND IN THE SW¼NE¼ AND THE NW¼SE¼ OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 36 EAST OF THE BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:
 BEGINNING AT A ½" REBAR AND PLASTIC CAP STAMPED PLS 843 ON THE NORTH-SOUTH CENTER LINE OF SAID SECTION WHICH BEARS N 00°01'20" E, ALONG SAID NORTH-SOUTH CENTER LINE, 1995.11 FEET FROM THE S¼ CORNER OF SAID SECTION;
 THENCE, N 00°01'20" E, ALONG SAID NORTH-SOUTH CENTER LINE, 644.25 FEET TO A POINT ON THE S'LY RIGHT-OF-WAY OF GREEN CANYON ROAD, SAID POINT BEING MARKED WITH A ½" REBAR AND PLASTIC CAP STAMPED PLS 843;
 THENCE, S 83°19'38" E, ALONG SAID S'LY RIGHT-OF-WAY, 78.64 FEET TO A ½" REBAR AND PLASTIC CAP STAMPED PLS 843, SAID POINT BEING 33.00 FEET RIGHT OF CENTER LINE STATION 96+42.08 PC;
 THENCE CONTINUING ALONG SAID S'LY RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 662.84 FEET, THROUGH A CENTRAL ANGLE OF 23°32'23", FOR AN ARC LENGTH OF 272.32 FEET TO A BANNOCK COUNTY BRASS CAP MONUMENT BEING 33.00 FEET RIGHT OF CENTERLINE STATION 99+14.5 PT;
 THENCE, N 73°08'00" E, CONTINUING ALONG SAID S'LY RIGHT-OF-WAY, 141.84 FEET TO A BANNOCK COUNTY BRASS CAP MONUMENT BEING 33.00 FEET RIGHT OF CENTERLINE STATION 100+56.6 PC;
 THENCE CONTINUING ALONG SAID S'LY RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1564.51 FEET, THROUGH A CENTRAL ANGLE OF 12°51'26", FOR AN ARC LENGTH OF 351.08 FEET, SAID POINT BEING 33.00 FEET RIGHT OF CENTERLINE STATION 104+00.27 PT, SAID POINT BEING MARKED WITH A ½" REBAR AND PLASTIC CAP STAMPED PLS 843;
 THENCE, N 60°16'33" E, CONTINUING ALONG SAID S'LY RIGHT-OF-WAY, 126.56 FEET TO A ½" REBAR AND PLASTIC CAP STAMPED PLS 843;
 THENCE, S 00°01'20" W, LEAVING SAID S'LY RIGHT-OF-WAY, 902.86 FEET TO A ½" REBAR AND PLASTIC CAP STAMPED PLS 843;
 THENCE, N 89°55'13" W, 914.78 FEET THE POINT OF BEGINNING.

EXCEPTION NO. 5:
 SKI VIEW HEIGHTS SUBDIVISION, BANNOCK COUNTY, IDAHO, AS THE SAME IS PLATTED AND DESCRIBED IN INSTRUMENT NO. 20514621.

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SECTION 26:

W $\frac{1}{2}$ NE $\frac{1}{4}$

EXCEPTION NO. 1:

COMMENCING AT THE SOUTHWEST CORNER OF THE NE $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 7 SOUTH, RANGE 36, EAST, BOISE MERIDIAN; RUNNING THENCE IN A NORTHERLY DIRECTION 700 FEET; RUNNING THENCE IN AN EASTERLY DIRECTION "BEARING SOUTH" 1325 FEET, MORE OR LESS, TO A POINT INTERSECTING THE EASTERLY BOUNDARY LINE OF THE SW $\frac{1}{4}$ NE $\frac{1}{4}$ OF SAID SECTION 26 AS AFORESAID, 300 FEET NORTH OF THE SOUTHEAST CORNER OF THE SW $\frac{1}{4}$ NE $\frac{1}{4}$ OF SAID SECTION 26; RUNNING THENCE SOUTH AT RIGHT ANGLES 300 FEET TO THE SOUTHEAST CORNER OF THE SW $\frac{1}{4}$ NE $\frac{1}{4}$ OF SAID SECTION 26 AS AFORESAID; RUNNING THENCE AT RIGHT ANGLES IN A WESTERLY DIRECTION ALONG THE SOUTHERN BOUNDARY LINE OF THE SW $\frac{1}{4}$ NE $\frac{1}{4}$ OF SAID SECTION 26 AS AFORESAID 1325 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND COMPRISING ALL OF THAT PORTION OF THE SW $\frac{1}{4}$ NE $\frac{1}{4}$ LYING SOUTH OF WHAT IS KNOWN AS JACKSON CREEK ROAD.

EXCEPTION NO. 2:

A TRACT OF LAND IN THE NW $\frac{1}{4}$ NE $\frac{1}{4}$ AND THE SW $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 7 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A BRASS CAP MARKING THE NORTH 1/16TH CORNER ON THE MERIDIONAL CENTERLINE OF SECTION 26, TOWNSHIP 7 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO; THENCE SOUTH 0°09'46" WEST ALONG SAID MERIDIONAL CENTERLINE OF SECTION 26, A DISTANCE OF 170.00 FEET TO THE TRUE POINT OF BEGINNING, MARKED BY AN IRON PIN; THENCE NORTH 89°21'23" EAST, 370.01 FEET TO AN IRON PIN; THENCE NORTH 0°09'46" EAST, 500.00 FEET TO AN IRON PIN; THENCE NORTH 67°20'39" EAST ALONG THE CENTER OF A STREAM, 207.95 FEET; THENCE NORTH 47°43'36" EAST ALONG THE CENTER OF A STREAM, 143.58 FEET; THENCE NORTH 27°40'48" EAST ALONG THE CENTER OF A STREAM, 96.53 FEET; THENCE NORTH 71°10'26" EAST ALONG THE CENTER OF A STREAM, 248.78 FEET; THENCE NORTH 53°16'45" EAST ALONG THE CENTER OF A STREAM, 107.54 FEET; THENCE SOUTH 0°09'46" WEST, 1751.39 FEET, MORE OR LESS, TO THE CENTERLINE OF GREEN CANYON ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE ON A 20° CURVE, HAVING A CENTRAL ANGLE OF 53°54' AND A RADIUS OF 286.5 FEET, AN ARC DISTANCE OF 244.51 FEET TO A POINT OF CURVATURE, STATION 48+53.3; THENCE NORTH 68°16'26" WEST ALONG SAID CENTERLINE, A DISTANCE OF 460.70 FEET TO A POINT OF TANGENCY, STATION 43+86.2 BACK EQUALS 43+92.6 AHEAD; THENCE NORTHWESTERLY ALONG SAID CENTERLINE ON A 8° CURVE HAVING A CENTRAL ANGLE OF 50°24' AND A RADIUS OF 716.3 FEET; A DISTANCE OF 503.42 FEET, MORE OR LESS, TO A POINT ON SAID MERIDIONAL CENTERLINE OF SECTION 26; THENCE NORTH 0°09'46" EAST ALONG SAID MERIDIONAL CENTERLINE, 352.19 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTION NO. 3:

BEGINNING AT A POINT ON THE WEST LINE OF SAID NE $\frac{1}{4}$ NE $\frac{1}{4}$ WHICH BEARS S 00°05'47" W, 274.49 FEET FROM THE NW CORNER OF SAID NE $\frac{1}{4}$ NE $\frac{1}{4}$, SAID POINT BEING AT THE POINT OF INTERSECTION WITH

Schedule A

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SAID WEST LINE AND THE CENTER OF AN EXISTING DRAINAGE AND MARKED WITH A ½" REBAR AND PLASTIC CAP STAMPED PLS 843;
THENCE, S 00°05'47" W, ALONG THE WEST LINE OF SAID NE¼NE¼, A DISTANCE OF 1050.42 FEET TO THE NW CORNER OF SAID SE¼NE¼ AND MARKED WITH A 5/8" REBAR AND ALUMINUM CAP STAMPED PLS 843;
THENCE, S00°05'47" W, ALONG THE WEST LINE OF SAID SE¼NE¼. A DISTANCE OF 836.67 FEET TO A ½" REBAR AND PLASTIC CAP STAMPED PLS 843, SAID POINT BEING ON THE N'LY RIGHT-OF-WAY OF GREEN CANYON ROAD;
THENCE, S 59°06'14" W, ALONG SAID N'LY RIGHT-OF-WAY, 334.05 FEET TO A ½" REBAR AND PLASTIC CAP STAMPED PLS 843, SAID POINT BEING THE POINT OF INTERSECTION WITH THE EAST LINE OF WARRANTY DEED INST. NO. 605562;
THENCE, N 00°09'46" E, ALONG SAID EAST LINE, 1734.97 FEET TO THE NE CORNER OF SAID WARRANTY DEED, SAID POINT BEING THE CENTERLINE OF THE AFOREMENTIONED DRAINAGE;
THENCE, N 63°06'28" E, ALONG SAID CENTERLINE, 26.24 FEET;
THENCE, N 79°15'35" E, CONTINUING ALONG SAID CENTERLINE, 89.48 FEET;
THENCE, N 24°58'36" E. CONTINUING ALONG SAID CENTERLINE, 263.00 FEET;
THENCE, N 47°47'31" E, CONTINUING ALONG SAID CENTERLINE, 84.41 FEET TO THE POINT OF BEGINNING.

SECTION 35:

NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$

ALSO:

ALSO:
BEGINNING AT THE SW 1/16 CORNER OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 36 EAST, BOISE MERIDIAN; THENCE EASTERLY ALONG THE SOUTH 1/16 LINE OF SAID SECTION 1176 FEET, MORE OR LESS, TO A POINT THAT IS 144 FEET WESTERLY FROM THE SOUTHERLY 1/16 CORNER OF SAID SECTION; THENCE IN A SOUTHWESTERLY DIRECTION 1379 FEET, MORE OR LESS, TO A POINT ON THE WEST 1/16 LINE OF SAID SECTION THAT IS 720 FEET SOUTHERLY FROM THE SOUTHWESTERLY 1/16 CORNER OF SAID SECTION; THENCE NORTHERLY ALONG SAID WEST 1/16 LINE 720 FEET TO THE POINT OF BEGINNING.

ALSO:

ALSO:
THE NE¼ SW¼ AND THE NW¼ SE¼ OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 36 EAST, BOISE
MERIDIAN, BANNOCK COUNTY, IDAHO, SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE SOUTHEAST 1/16 CORNER OF SAID SECTION 35; THENCE NORTHERLY ALONG THE EAST 1/16 LINE OF SAID SECTION, 426 FEET; THENCE IN A SOUTHWESTERLY DIRECTION 1524.5 FEET, MORE OR LESS, TO A POINT ON THE SOUTH 1/16 LINE THAT IS 146.4 FEET WESTERLY FROM THE SOUTH 1/16 CORNER OF SAID SECTION; THENCE EASTERLY ALONG THE SOUTH 1/16 LINE OF SAID SECTION 146.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

COMMITMENT

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20528373

Order No. 20051696 SW MH

TOWNSHIP 8 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

SECTION 1:

LOTS 1 AND 2; S $\frac{1}{2}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION 11:

NE $\frac{1}{4}$ SE $\frac{1}{4}$ EXCEPT THE WEST 980 FEET THEREOF.

SECTION 12:

N½SW¼, SE¼

TOWNSHIP 7 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

SECTION 30:

LOT 2

EXCEPT:

EXCEPT:
PEBBLE CREEK ESTATES AS DESCRIBED IN THAT SUBDIVISION PLAT RECORDED FEBRUARY 17, 1995
AS INSTRUMENT NO. 95002416.

SECTION 31:

LOT 4; SE $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 8 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

SECTION 6:

SECTION 6:
LOTS 1, 2, 3, 4, 5, 6 AND 7; SE $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION 7:

EAST 2/3 OF THE NE¼NW¼ AND THE NORTH 2/3 OF THE NW¼NE¼