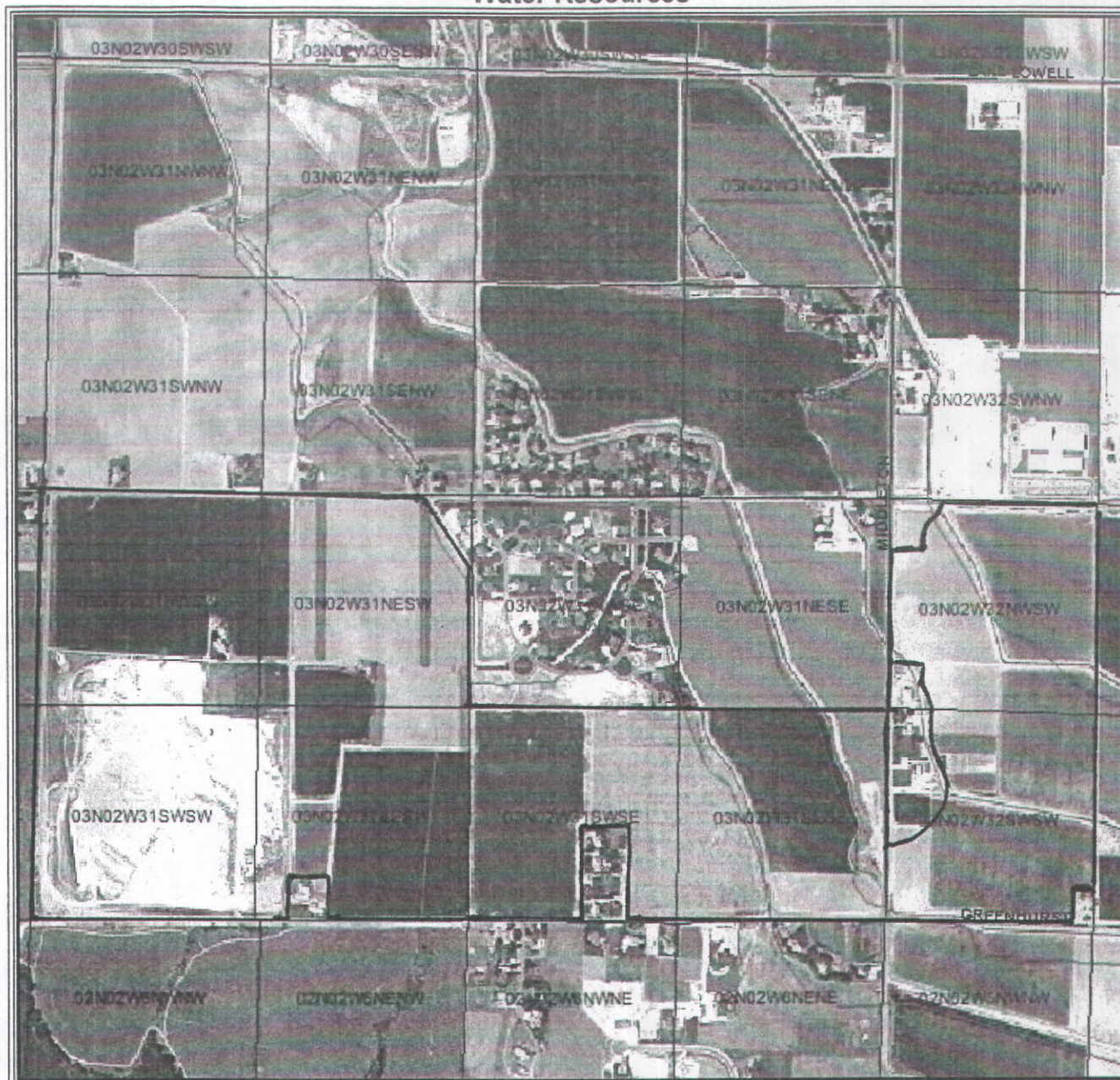


## Water Resources



The Idaho Department of Water Resources is maintaining this web site as a public service. Persons using information from this site for official purposes completeness are required, are hereby notified that they should first verify the information with the public records or other primary sources from which the



SWSE

SESE

HUNTERS PT

THESE 4 LOTS REMAIN IN  
NAME OF SCHOBER

63-3028 -- CHANGE OF OWNERSHIP AND SPLIT. 45 ACRES [.62 CFS] TO HUNTERS PT. AND 4 [.06 CFS] ACRES  
REMAIN IN NAME OF SCHOBER. POUs IN GREEN.

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

IN RE THE GENERAL ADJUDICATION  
OF RIGHTS TO THE USE OF WATER FROM  
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 63-32846  
Date Received: 2/28/1990  
Receipt No: X777777  
Received By:

NOTICE OF CLAIM TO A WATER RIGHT  
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

HUNTERS POINT GOLF COMMUNITY LLC Phone: (208)468-1048  
504 BAYHILL DR  
NAMPA ID USA 83686

2. Date of Priority: 03/01/1955

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

| Township | Range | Section | 1/4 of 1/4 of 1/4 Lot | County | Type |
|----------|-------|---------|-----------------------|--------|------|
| 03N      | 02W   | 31      | SW SE                 | CANYON |      |

5. Description of diverting works:

WELL AND PUMPS

6. Water is used for the following purposes:

| Purpose    | From  | To    | C.F.S. | (or) A.F.A |
|------------|-------|-------|--------|------------|
| IRRIGATION | 03/15 | 11/15 | 0.62   |            |

7. Total Quantity Appropriated is:  
0.62 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

| Township | Range | Section | 1/4 of | 1/4 | Lot | Use           | Acres |
|----------|-------|---------|--------|-----|-----|---------------|-------|
| 03N      | 02W   | 31      | SE     | SE  |     | IRRIGATION    | 9     |
|          |       |         | SW     | SE  |     | IRRIGATION    | 36    |
|          |       |         |        |     |     | Section Acres | 45    |
|          |       |         |        |     |     | Total Acres   | 45    |

11. Place of use in counties: CANYON

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

This right is a split from former right 63-3028 .

15. Basis of Claim: License

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

IN RE THE GENERAL ADJUDICATION  
OF RIGHTS TO THE USE OF WATER FROM  
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A63-03028  
Date Received: 2/28/1990  
Receipt No: W009768  
Received By: BK

NOTICE OF CLAIM TO A WATER RIGHT  
ACQUIRED UNDER STATE LAW

1. Name: WESLEY R. SCHOBBER 208-466-2965  
Address: 422 W LOCUST LANE  
NAMPA, ID 83651

2. Date of Priority: MAR 01, 1955

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

| Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County |
|----------|-------|---------|--------|--------|-----|-----|--------|
| 03N      | 02W   | 31      | SW     | SE     |     |     | CANYON |

5. Description of diverting works:  
WELL AND PUMPS

6. Water is used for the following purposes:

| Purpose    | From  | To    | C.F.S. | (or) | A.F.A. |
|------------|-------|-------|--------|------|--------|
| IRRIGATION | 03/15 | 11/15 | 0.680  |      |        |

7. Total Quantity Appropriated is:  
0.680 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 119.0 Acre Feet Per Annum.

9. Non-irrigation uses:  
NA

10. Place of Use:

| Township      | Range | Section | 1/4 of | 1/4 | Lot | Use | Acres |
|---------------|-------|---------|--------|-----|-----|-----|-------|
| 03N           | 02W   | 31      | SW     | SE  |     | IRR | 40.0  |
|               |       |         | SE     | SE  |     | IRR | 9.0   |
| Section Acres |       |         |        |     |     |     | 49.0  |

10. Place of Use: Continued

Total Acres 49.0

11. Place of use in counties: CANYON

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:  
NONE

14. Remarks:

15. Basis of Claim: LICENSE  
Water Right Number: 25487

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do        do not        wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments:     0    

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Wesley R. Schober Date: Feb. 28, 1990  
Date:                                 

State of Idaho )  
County of Ada ) SS.

Subscribed and sworn (or affirmed) before me this 28 day  
of February 19 90 Bruce A. Paul  
Notary Public

Seal

Residing at Boise Idaho  
My Commission Expires 4/11/95



**LAW OFFICES**

601 W. Bannock Street  
PO Box 2720, Boise, Idaho 83701  
TELEPHONE: 208 388-1200  
FACSIMILE: 208 388-1300  
WEBSITE: [www.givenspursley.com](http://www.givenspursley.com)

Amanda M. McCurry  
Direct Dial: (208) 388-1291  
E-Mail: [amandamccurry@givenspursley.com](mailto:amandamccurry@givenspursley.com)

Gary G. Allen  
Kelly T. Barbour  
Peter G. Barton\*  
Christopher J. Beeson  
William C. Cole  
Michael C. Creamer  
Thomas E. Dvorak  
Roy Lewis Figuren  
Jeffrey C. Fereday  
Martin C. Hendrickson  
Steven J. Hippler  
Debora K. Kristensen  
Anne C. Kunkel  
Jeremy G. Ladle

Michael P. Lawrence  
Franklin G. Lee  
David R. Lombardi  
John M. Marshall  
Kenneth R. McClure  
Kelly Greene McConnell  
Cynthia A. Melillo  
Christopher H. Meyer  
L. Edward Miller  
Patrick J. Miller  
Judson B. Montgomery  
Angela K. Nelson  
Deborah E. Nelson  
W. Hugh O'Riordan, LL.M.

Angela M. Reed  
Scott A. Tschirgi, LL.M.  
J. Will Varin  
Conley E. Ward  
Robert B. White  
Terri R. Yost

RETIRED  
Kenneth L. Pursley  
Raymond D. Givens  
James A. McClure

\* Licensed in New York  
and Washington DC

April 4, 2007

Vicky L. Music  
Western Regional Office  
Idaho Department of Water Resources  
2735 Airport Way  
Boise, ID 83705-5082

Matter: Notices of Change in Water Right Ownership for 63-3028, 63-3066,  
63-8498, 63-11503, 63-2810 and 63-28226  
Our File: 7927-1

Dear Ms. Music:

Pursuant to your letter of March 26, 2007, enclosed please find a check in the amount of \$75.00.

If you have any questions or comments, please call.

Very truly yours,

Amanda M. McCurry  
Assistant to John M. Marshall

AMM

Enclosures

S:\CLIENTS\7927\1\AMM to Music with 75 check.DOC

RECEIVED

APR 05 2007

WATER RESOURCES  
WESTERN REGION



**LAW OFFICES**

601 W. Bannock Street  
PO Box 2720, Boise, Idaho 83701  
TELEPHONE: 208 388-1200  
FACSIMILE: 208 388-1300  
WEBSITE: www.givenspursley.com

**John M. Marshall**  
DIRECT DIAL: 208 388-1270  
EMAIL: johnmarshall@givenspursley.com

Gary G. Allen  
Kristen A. Atwood  
Kelly T. Barbour  
Peter G. Barton\*  
Christopher J. Beeson  
William C. Cole  
Michael C. Creamer  
Thomas E. Dvorak  
Roy Lewis Eiguren  
Jeffrey C. Fereday  
Martin C. Hendrickson  
Steven J. Hippler  
Deborah K. Kristensen  
Anne C. Kunkel

Jeremy G. Ladle  
Michael P. Lawrence  
Franklin G. Lee  
David R. Lombardi  
John M. Marshall  
Kenneth R. McClure  
Kelly Greene McConnell  
Cynthia A. Melillo  
Christopher H. Meyer  
L. Edward Miller  
Patrick J. Miller  
Judson B. Montgomery  
Angela K. Nelson  
Deborah E. Nelson

W. Hugh O'Riordan, LL.M.  
Angela M. Reed  
H. Barton Thomas, LL.M.  
Scott A. Tschirgi, LL.M.  
J. Will Varin  
Conley E. Ward  
Robert B. White  
Terri R. Yost

**RETIRED**  
Kenneth L. Pursley  
Raymond D. Givens  
James A. McClure

\* Licensed in New York  
and Washington DC

February 7, 2007

Jan Shurte  
Western Regional Office  
Idaho Department of Water Resources  
2735 Airport Way  
Boise, ID 83705-5082

RECEIVED

FEB 08 2007

WATER RESOURCES  
WESTERN REGION

Re: Notice of Change of Water Right Ownership  
GP File No. 7927-1

Dear Jan:

Enclosed please find a Notice of Change of Water Right Ownership for water right nos. 63-3028, 63-3066, 63-3067, 63-8498, 63-11503, 63-28120 and 63-28226. These rights are appurtenant to several contiguous tracts of land that occupy the SW ¼ and the S ½ of the SE ¼ of Section 31, and the W ½ of the SW ¼ of Section 32, Township 3N, Range 2W, Boise Meridian. A map showing the location of the property is included as **Attachment A** to the Notice. Following is a description of the remaining attachments:

**Attachment B:** A copy of the quitclaim deed transferring the subject water rights to the Hunter's Point Golf Community, LLC from Hunter's Point Development Company and Greg and Jeanette Bullock. This deed consolidates ownership of the rights acquired by Greg Bullock and his companies into a single entity.

**Attachment C:** A reference map designed to assist in locating the parcels transferred in the warranty deeds included in Attachments D through F. The numbers on the map correspond with the circled number on the front of each warranty deed.

**Attachment D:** Warranty deeds conveying the property to which rights 63-8498 and 63-11503 are appurtenant. These deeds match with parcels 1, 2 and 3 on the Attachment A map. The deeds convey a total of 68 acres, so the Notice requests the appropriate splits.

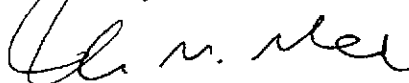
Jan Shurte  
February 7, 2007  
Page 2

**Attachment E:** Warranty deeds conveying the property to which right 63-3028 is appurtenant. These deeds convey the property identified as parcel 6 on the map, excluding 4 adjacent parcels identified on the map, which collectively total 4 acres. The Notice requests the appropriate split.

**Attachment F:** Warranty deeds conveying the property to which rights 63-3066, 63-3067, 63-28120 and 63-28226 are appurtenant. These deeds convey the property identified as parcels 7 through 23 on the map. The Notice requests the entirety of these rights. The small areas in the described place of use historically have not been irrigated with the subject rights.

If you have any questions, please feel free to call.

Sincerely,



John M. Marshall

JMM:amm  
Enclosures

cc: Greg Bullock (w/ attachments A-C only)  
S:\CLIENTS\7927\JMM to Gregg with BOR documents.DOC

RECEIVED

FEB 08 2007

WATER RESOURCES  
WESTERN REGION

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

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

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

| Water<br>Right No(s) | Adjudication<br>Claim No(s) | Split(s) | Water<br>Right No(s) | Adjudication<br>Claim No(s) | Split(s) |
|----------------------|-----------------------------|----------|----------------------|-----------------------------|----------|
| 63-3028              |                             |          | 63-28120             |                             |          |
| 63-3066              |                             |          | 63-28226             |                             |          |
| 63-3067              |                             |          |                      |                             |          |
| 63-8498              |                             |          |                      |                             |          |
| 63-11503             |                             |          |                      |                             |          |
|                      |                             |          |                      |                             |          |

2. The following **REQUIRED** information must be submitted with this form:
- A. The appropriate **FILING FEE**. See instructions for fee amounts.
  - B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
  - C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):  
**PLAT OF PROPERTY** or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a **USDA Farm Service Agency** or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

|                                                 |                                                                                                                        |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| 3. Name and Address of Former Owner/Claimant(s) | Hunter's Point Development Corporation and Gregory O. Bullock<br>and Jeanette E. Bullock                               |
|                                                 | 504 Bayhill Drive, Nampa Idaho 83686                                                                                   |
| 4. New Owner/Claimant(s)                        | Hunter's Point Golf Community LLC                                                                                      |
|                                                 | Name Connector (Check one): <input type="checkbox"/> and, <input type="checkbox"/> or, <input type="checkbox"/> and/or |
| New Mailing Address                             | 504 Bayhill Drive                                                                                                      |
| City, State and ZIP Code                        | Nampa, Idaho 83686                                                                                                     |
| New Telephone Number                            | (208 ) 468-1048                                                                                                        |

5. Date you acquired the property January 25, 2007

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

| DESCRIPTION OF YOUR PORTION OF WATER RIGHT<br>(If the right will not be split, skip this area and proceed to line 7) |                                                                            |                                                              |
|----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------|
| Water Use                                                                                                            | Diversion Rate or Volume<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| <b>Water Right and/or Adjudication Claim Number</b>                                                                  |                                                                            | <b>63-3028</b>                                               |
| Irrigation                                                                                                           | 0.62cfs                                                                    | 45 Acres                                                     |
| Stock                                                                                                                |                                                                            |                                                              |
| Domestic                                                                                                             |                                                                            |                                                              |
| Other                                                                                                                |                                                                            |                                                              |
| <b>Totals</b>                                                                                                        | <b>0.62 cfs</b>                                                            | <b>45 Acres</b>                                              |
| <b>Water Right and/or Adjudication Claim Number</b>                                                                  |                                                                            | <b>63-8498</b>                                               |
| Irrigation                                                                                                           | 0.25 cfs / 99 AF                                                           | 68 Acres                                                     |
| Stock                                                                                                                |                                                                            |                                                              |
| Domestic                                                                                                             |                                                                            |                                                              |
| Other                                                                                                                |                                                                            |                                                              |
| <b>Totals</b>                                                                                                        | <b>0.25 cfs / 99 AF</b>                                                    | <b>68 Acres</b>                                              |
| <b>Water Right and/or Adjudication Claim Number</b>                                                                  |                                                                            | <b>63-11503</b>                                              |
| Irrigation                                                                                                           | 0.88 cfs / 306 AF                                                          | 68 Acres                                                     |
| Stock                                                                                                                |                                                                            |                                                              |
| Domestic                                                                                                             |                                                                            |                                                              |
| Other                                                                                                                |                                                                            |                                                              |
| <b>Totals</b>                                                                                                        | <b>0.88 cfs / 306 AF</b>                                                   | <b>68 Acres</b>                                              |

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

7. Signature(s) of New Owner(s) or Claimant(s)

Gregory O. Bullock

Manager

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

**For IDWR Office Use Only:**

Received by \_\_\_\_\_

Date 4-5-07

Receipt Amt. \$75<sup>00</sup>

Received by AJ

Date 9-17-07

Receipt No. 62035230

Processed by AJ

Date \_\_\_\_\_

WR \_\_\_\_\_ Date \_\_\_\_\_

# **Attachment A**

## Water Resources



The Idaho Department of Water Resources is maintaining this web site as a public service. Persons using information from this site for official purposes completeness are required, are hereby notified that they should first verify the information with the public records or other primary sources from which it

# **Attachment B**

20

## ACCOMMODATION

## WATER RIGHT QUITCLAIM DEED

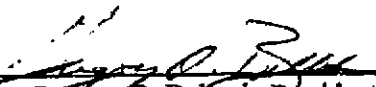
FOR VALUE RECEIVED, Hunters Point Development Corporation, an Idaho corporation, Gregory O. Bullock and Jeanette E. Bullock, (collectively "Grantor"), do hereby quitclaim unto Hunter's Point Golf Community, LLC, an Idaho limited liability company, whose address is 504 Bayhill Drive, Nampa, Idaho 83686 ("Grantee"), and to Grantee's heirs, successors and assigns forever, all of Grantors' right, title and interest in any all water rights or water right claims appurtenant to real property ("Property") owned by Grantor in:

Township 3N, Range 2W, Section 31: SW  $\frac{1}{4}$  and the S  $\frac{1}{2}$  of the SE  $\frac{1}{4}$   
Township 3N, Range 2W, Section 32: W  $\frac{1}{2}$  of the SW  $\frac{1}{4}$

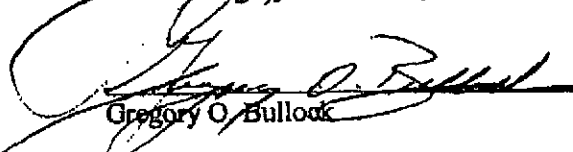
including, without limitation, those portions of the following water rights that are appurtenant to the Property: 63-3028, 63-3066, 63-3067, 63-8498 and 63-11503.

IN WITNESS WHEREOF, the undersigned Grantors have caused this Water Right Quitclaim Deed to be duly executed as of the 27<sup>th</sup> day of January 2007.

HUNTER'S POINT DEVELOPMENT CORPORATION

By: 

Gregory O. Bullock, President

  
Gregory O. Bullock  
Jeanette E. Bullock

2007 JAN 29 PM 4:24

RECORD

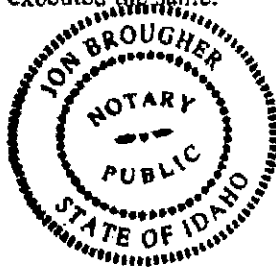
2007006843

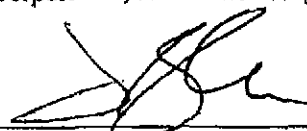
REQUEST  
TYPE Deed SEE 6-02

TMEONE

State of Idaho )  
 )ss.  
 County of CANYON )

On this 29<sup>th</sup> day of January, in the year 2007, before me, a Notary Public in and for said State, personally appeared Gregory O. Bullock, known or identified to me to be the president of Hunter's Point Development Corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

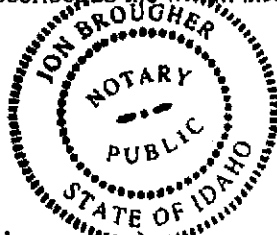


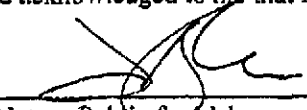
  
 Notary Public for Idaho  
 Residing at \_\_\_\_\_  
 My Commission expires \_\_\_\_\_

Residing in Nampa, Idaho  
 Commission expires May 18, 2007

State of Idaho )  
 )ss.  
 County of CANYON )

On this 29<sup>th</sup> day of January, in the year 2007, before me, a Notary Public in and for said State, personally appeared Gregory O. Bullock, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

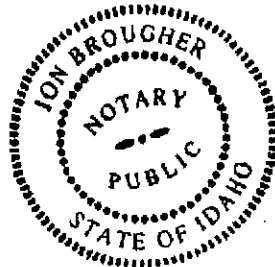


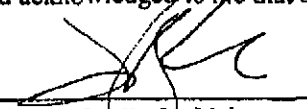
  
 Notary Public for Idaho  
 Residing at \_\_\_\_\_  
 My Commission expires \_\_\_\_\_

Residing in Nampa, Idaho  
 Commission expires May 18, 2007

State of Idaho )  
 )ss.  
 County of CANYON )

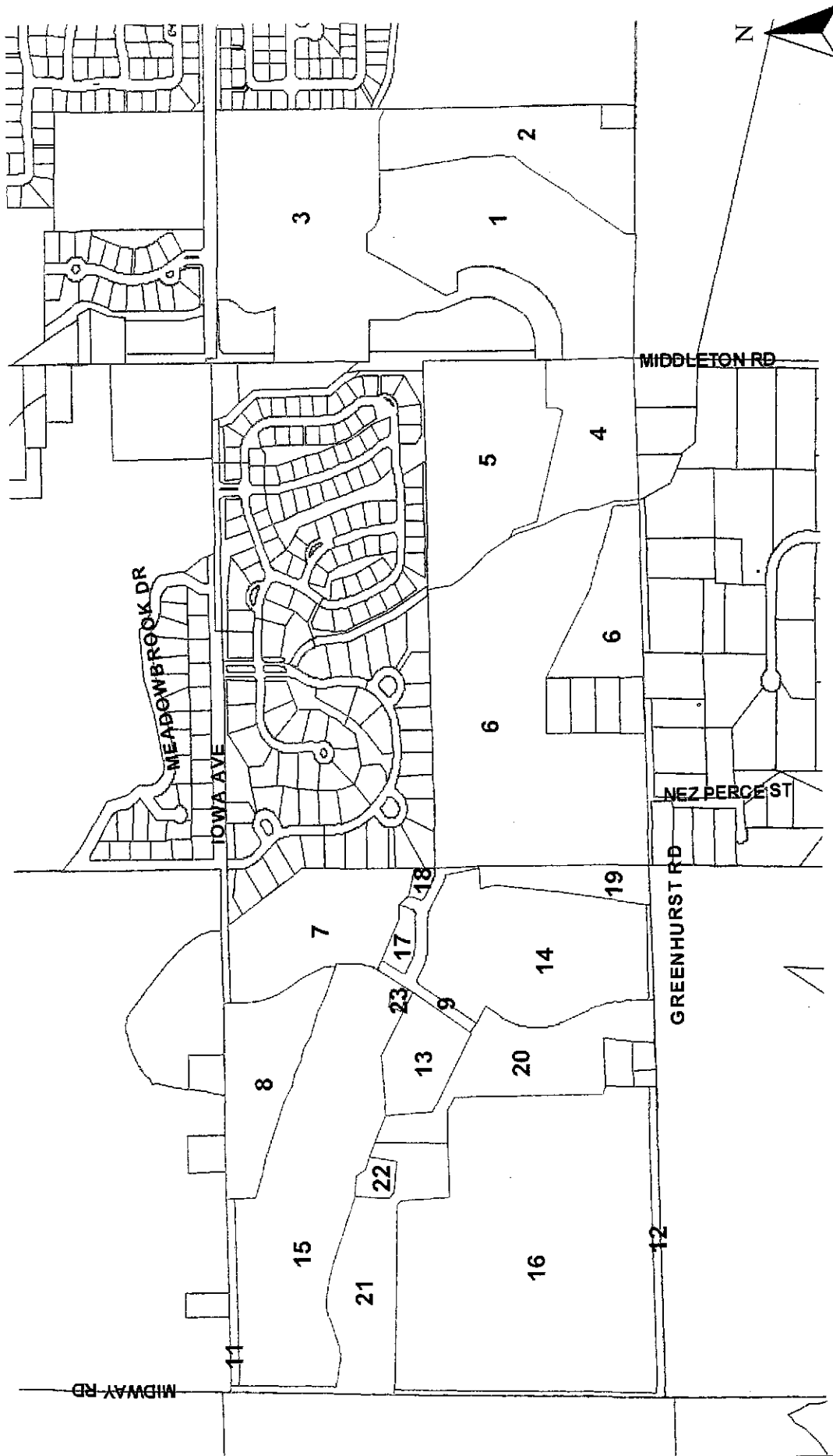
On this 29<sup>th</sup> day of January, in the year 2007, before me, a Notary Public in and for said State, personally appeared Jeanette E. Bullock, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



  
 Notary Public for Idaho  
 Residing at \_\_\_\_\_  
 My Commission expires \_\_\_\_\_

Residing in Nampa, Idaho  
 Commission expires May 18, 2007

# **Attachment C**



This Map and data displayed is a graphic representation derived from the Ada County Geographic Information System (GIS) data. It was designed and intended for staff use only. It is not guaranteed survey accuracy. This map is based on information available and was compiled from numerous sources which may not be accurate. Users are to field verify this information. Ada County and Regional Geographic Services, Inc. Are not liable for errors or omissions resulting from the use of this product for any purpose.

# HUNTERS POINT



1101 West River St., Suite 201 Boise, Idaho 83702

# **Attachment D**



Order No.: C0612871

REQUEST  
TYPE Wd FEE 1

TITLEONE

CANYON COUNTY RECORDER  
BY ML

2006 FEB 8 PM 4 05

RECORDED

200609256

Map  
Parcel 1

## WARRANTY DEED

### FOR VALUE RECEIVED,

CLEO R. MILLER and BARBARA A. MILLER, HUSBAND AND WIFE  
The Grantor(s), do(es) hereby grant, bargain sell and convey unto

HUNTER'S POINT GOLF COMMUNITY, LLC. AN IDAHO LIMITED LIABILITY  
COMPANY

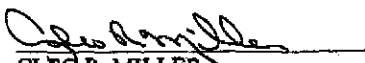
whose current address is 504 BAYHILL DRIVE, NAMPA ID 83686

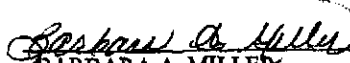
the Grantee(s), the following described premises, in Canyon County, Idaho, TO WIT:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

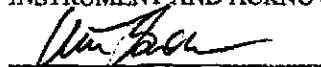
Dated: 02/07/06

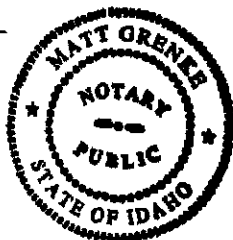
  
CLEO R. MILLER

  
BARBARA A. MILLER

STATE OF IDAHO  
COUNTY OF CANYON

ON THIS 7TH OF FEBRUARY, 2006, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC PERSONALLY APPEARED, CLEO R. MILLER, BARBARA A. MILLER, KNOWN TO ME OR PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

  
MATT GRENKE  
NOTARY PUBLIC  
RESIDING AT: STAR  
MY COMMISSION EXPIRES:  
07/09/11  
(SEAL)



## EXHIBIT "A"

A parcel of land being a portion of the West Half of the Southwest Quarter of Section 32, Township 3 North, Range 2 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

BEGINNING at the Southwest corner of said West Half of the Southwest Quarter, (section corner common to sections 31, 32, 5, and 6) said corner monumented with a 3 inch diameter brass disk; thence North 00°15'31" West, a distance of 429.80 feet along the westerly boundary of said West Half of the Southwest Quarter to a 5/8 inch diameter iron pin; thence leaving the westerly boundary of said West Half of the Southwest Quarter, North 89°44'32" East, a distance of 89.27 feet to the beginning of a tangent curve left; thence a distance of 398.51 feet along the arc of said curve, having a radius of 345.50 feet, a central angle of 86°05'09" the long chord of which bears North 56°41'57" East, a distance of 376.78 feet to a 5/8 inch diameter iron pin; thence tangent to said curve North 23°39'22" East, a distance of 122.09 feet to the beginning of a tangent curve left; thence a distance of 332.19 feet along the arc of said curve having a radius of 428.00 feet, a central angle of 44°28'11" the long chord of which bears North 01°25'17" East, a distance of 323.91 feet to a 5/8 inch diameter iron pin; thence non tangent to said curve, South 89°44'32" West, a distance of 100.67 feet to a 5/8 inch diameter iron pin; thence North 18°26'52" West a distance of 72.01 feet to a 5/8 inch diameter iron pin; thence North 25°25'52" East, a distance of 534.18 feet to a 5/8 inch diameter iron pin; thence South 89°35'58" East, a distance of 105.93 feet parallel with the the northerly boundary of said West Half of the Southwest Quarter to a point on south westerly right of way of the Edwards Lateral, said point also being the beginning of a non tangent curve left and is monumented with a 5/8 inch diameter iron pin; thence a distance of 133.17 feet along the arc of a curve, having a radius of 106.83 feet, a central angle of 71°25'28", the long chord of which bears South 53°46'26" East, a distance of 124.72 feet to a 5/8 inch diameter iron pin; thence tangent to said curve, South 89°29'10" East, distance of 213.30 feet along the southerly right of way of said Edwards Lateral to a 5/8 inch diameter iron pin; thence leaving the southerly right of way of said Edwards Lateral, South 00°16'25" East, a distance of 55.67 feet parallel with the easterly boundary of said West Half of the Southwest Quarter to a 5/8 inch diameter iron pin; thence South 08°07'06" East, a distance of 515.34 feet to a 5/8 inch diameter iron pin; thence South 00°35'52" East, a distance of 198.10 feet to a 5/8 inch diameter iron pin; thence South 06°07'27" West, a distance of 57.67 feet to a 5/8 inch diameter iron pin; thence South 30°22'40" West, a distance of 433.40 feet to a 5/8 inch diameter iron pin; thence South 32°05'30" West, a distance of 350.45 feet to a 5/8 inch diameter iron pin; thence South 00°15'31" East, a distance of 65.02 feet parallel with the westerly boundary of said West Half of the Southwest Quarter to a point on the southerly boundary of said West Half of the Southwest Quarter, said point monumented with a 5/8 inch diameter iron pin; thence North 89°04'29" West, a distance of 649.01 feet along the southerly boundary of said West Half of the Southwest Quarter to the POINT OF BEGINNING.

Exhibit "A"

Legal Description

Map Parcel

(2)

200583585

RECORDED

2005 DEC 14 AM 11 47

C NOEL HALE  
CANYON CNTY RECORDER  
BY TIMEONE MUE

REQUEST  
TYPE Deed FEE 18'

## WARRANTY DEED

FOR VALUE RECEIVED, 2MD, Inc., an Idaho corporation ("Grantor"), does hereby grant, bargain sell and convey unto Hunter's Point Development Corporation, an Idaho corporation ("Grantee"), whose current address is 504 Bayhill Dr. Nampa, ID 83686, the following described real property in Canyon County, Idaho, TO WIT:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED  
HEREIN BY THIS REFERENCE ("Property")

SUBJECT TO all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, all matters which would be revealed or disclosed by a physical inspection or survey of the Property, all matters of record and general taxes and assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable.

BY ACCEPTANCE and recordation of this deed, Grantee acknowledges that (i) Grantee is not relying on any representation, warranty, written information, data, reports or statement of Grantor or any of its agents with respect to any aspect, feature or condition of the Property and (ii) delivery of the Property is in "AS IS" condition with all faults including both latent and patent defects. Grantee agrees by acceptance and recordation of this deed that no warranty has arisen through trade, custom or course of dealing with Grantor and that all disclaimers of warranties shall be construed liberally in favor of Grantor.

Dated: 12-13-, 2005

2MD, Inc.  
an Idaho corporation

BY

  
CEO R. Miller  
President

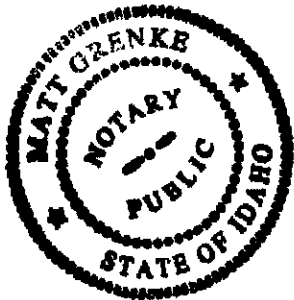
BY

  
Barbara A. Miller  
Secretary

State of Idaho )  
County of Canyon )ss.

On this 13 day of Dec., 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Cleo R. Miller and Barbara A. Miller, known or identified to me to be the President and the Secretary, respectively, of 2MD, Inc., an Idaho corporation, and acknowledged to me that they executed the within and foregoing instrument as the duly authorized officers of such corporation, on behalf of said corporation and as the act and deed of such corporation, and acknowledged to me that such corporation executed the same.

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



Matt Grenke  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Residing in Star, ID  
My Commission Expires 07-09-11

## EXHIBIT A

### PARCEL 2: MILLER CROSSING PARCEL

A parcel of land being a portion of the W 1/2 SW 1/4 of Section 32, Township 3 North, Range 2 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

Commencing at the SW corner of said W 1/2 SW 1/4, (section corner common to sections 31, 32, 5 and 6), said corner monumented with a 3 inch diameter brass disk;

Thence N. 00° 15' 31" W., a distance of 429.80 feet along the westerly boundary of said W 1/2 SW 1/4 to the POINT OF BEGINNING, said point monumented with a 5/8 inch diameter iron pin;

Thence continuing N. 00° 15' 31" W., a distance of 171.00 feet along the westerly boundary of said W 1/2 SW 1/4 to a 5/8 inch diameter iron pin;

Thence leaving the westerly boundary of said W 1/2 SW 1/4, N. 89° 44' 29" E., a distance of 107.31 feet to a 5/8 inch diameter iron pin marking the beginning of a tangent curve left;

Thence a distance of 198.39 feet along the arc of said curve, having a radius of 172.00 feet, a central angle of 66° 05' 09", the long chord of which bears N. 56° 41' 57" E., a distance of 187.57 feet to a 5/8 inch diameter iron pin;

Thence tangent to said curve, N. 23° 39' 23" E., a distance of 117.06 feet to a 5/8 inch diameter iron pin marking the beginning of a tangent curve left;

Thence a distance of 199.88 feet along the arc of said curve, having a radius of 272.00 feet, a central angle of 42° 06' 15", the long chord of which bears N. 02° 36' 15" E., a distance of 195.41 feet to a 5/8 inch diameter iron pin;

Thence tangent to said curve, N. 18° 26' 52" W., a distance of 158.31 feet to a 5/8 inch diameter iron pin marking the beginning of a tangent curve right;

Thence a distance of 149.21 feet along the arc of said curve, having a radius of 328.00 feet, a central angle of 26° 03' 54", the long chord of which bears N. 05° 24' 55" W., a distance of 147.93 feet to a 5/8 inch diameter iron pin;

Thence non tangent to said curve, N. 15° 59' 04" W., a distance of 137.02 feet to a 5/8 inch diameter iron pin;

Thence N. 00° 15' 31" W., a distance of 176.08 feet parallel with the westerly boundary of said W 1/2 SW 1/4 to a 5/8 inch diameter iron pin;

Thence N. 89° 35' 58" W., a distance of 221.92 feet parallel with the northerly boundary of said W 1/2 SW 1/4 to a point on the westerly boundary of said W 1/2 SW 1/4, said point monumented with a 5/8 inch diameter iron pin;

Thence N. 00° 15' 31" W., a distance of 579.07 feet along the westerly boundary of said W 1/2 SW 1/4 to a 5/8 inch diameter iron pin;

Thence S. 89° 35' 58" E., a distance of 295.88 feet parallel with the northerly boundary of said W 1/2 SW 1/4 to a 5/8 inch diameter iron pin;

Thence N. 34° 28' 34" W., a distance of 8.53 feet to a 5/8 inch diameter iron pin marking the beginning of a tangent curve right;

Thence a distance of 222.68 feet along the arc of said curve, having a radius of 182.00 feet, a central angle of 70° 06' 07", the long chord of which bears N. 00° 34' 29" E., a distance of 209.05 feet to a 5/8 inch diameter iron pin;

Thence tangent to said curve, N. 35° 37' 33" E., a distance of 28.12 feet to a 5/8 inch diameter iron pin marking the beginning of a tangent curve left;

Thence a distance of 70.49 feet along the arc of said curve, having a radius of 112.50 feet, a central angle of 35° 53' 58", the long chord of which bears N. 17° 40' 34" E., a distance of 69.34 feet to a 5/8 inch diameter iron pin;

Thence tangent to said curve, N. 00° 16' 25" W., a distance of 25.01 feet parallel with the easterly boundary of said W 1/2 SW 1/4 to a 5/8 inch diameter iron pin marking the beginning of a tangent curve left;

Thence a distance of 31.18 feet along the arc of said curve, having a radius of 20.00 feet, a central angle of 89° 19' 33", the long chord of which bears N. 44° 56' 12" W., a distance of 28.12 feet to a 5/8 inch diameter iron pin;

Thence non tangent to said curve and along a line that lies 40.00 feet southerly and parallel with the northerly boundary of said W 1/2 SW 1/4, S. 89° 35' 58" E., a distance of 112.01 feet to a 5/8 inch diameter iron pin marking the beginning of a non tangent curve left;

Thence a distance of 31.65 feet along the arc of said curve, having a radius of 20.00 feet, a central angle of 90° 40' 29", the long chord of which bears S. 45° 03' 48" W., a distance of 28.45 feet to a 5/8 inch diameter iron pin;

Thence tangent to said curve, S. 00° 16' 25" E., a distance of 23.69 feet parallel with the easterly boundary of said W 1/2 SW 1/4 to a 5/8 inch diameter iron pin marking the beginning of a tangent curve right;

Thence a distance of 130.95 feet along the arc of said curve, having a radius of 184.50 feet, a central angle of 40° 40' 03", the long chord of which bears S. 20° 03' 37" W., a distance of 128.22 feet to a point on the southwesterly right of way of the Edwards Lateral, said point monumented with a 5/8 inch diameter iron pin;

Thence along the southwesterly and westerly right of way of said Edwards Lateral the following courses and distances:

Thence non tangent to said curve, S. 34° 43' 26" E., a distance of 203.29 feet to a 5/8 inch diameter iron pin marking the beginning of a tangent curve right;

Thence a distance of 105.75 feet along the arc of said curve, having a radius of 360.00 feet, a central angle of 16° 49' 53", the long chord of which bears S. 26° 18' 30" E., a distance of 105.37 feet to a 5/8 inch diameter iron pin;

Thence tangent to said curve, S. 17° 53' 33" E., a distance of 123.73 feet to a 5/8 inch diameter iron pin;

Thence S. 18° 03' 42" E., a distance of 393.22 feet to a 5/8 inch diameter iron pin;

Thence leaving the westerly right of way of said Edwards Lateral, N. 89° 35' 58" W., a distance of 105.93 feet parallel with the northerly boundary of said W 1/2 SW 1/4 to a 5/8 inch diameter iron pin;

Thence S. 25° 25' 52" W., a distance of 534.18 feet to a 5/8 inch diameter iron pin;

Thence S. 18° 26' 52" E., a distance of 72.01 feet to a 5/8 inch diameter iron pin;

Thence N. 89° 44' 32" E., a distance of 100.67 feet to a 5/8 inch diameter iron pin marking the beginning of a non tangent curve right;

Thence a distance of 332.19 feet along the arc of said curve, having a radius of 428.00 feet, a central angle of 44° 28' 11", the long chord of which bears S. 01° 25' 17" W., a distance of 323.91 feet to a 5/8 inch diameter iron pin;

Thence tangent to said curve, S. 23° 39' 22" W., a distance of 122.09 feet to a 5/8 inch diameter iron pin marking the beginning of a tangent curve right;

Thence a distance of 398.51 feet along the arc of said curve, having a radius of 345.50 feet a central angle of 66° 05' 09", the long chord of which bears S. 56° 41' 57" W., a distance of 376.78 feet to a 5/8 inch diameter iron pin;

Thence tangent to said curve, S. 89° 44' 32" W., a distance of 89.27 feet to the POINT OF BEGINNING.

This parcel contains 14.15 acres more or less.

Also, this parcel is SUBJECT TO all easements and rights-of-way of record or implied.

Map Parcel

200583584

RECORDED

2005 DEC 14 AM 11 47

G NOEL HALES

CANYON CNTY RECORDER

BY *[Signature]*  
THURSDAY

REQUEST  
TYPE *[Signature]* FEE *[Signature]*

## WARRANTY DEED

FOR VALUE RECEIVED, 2MD, Inc., an Idaho corporation ("Grantor"), does hereby grant, bargain sell and convey unto Hunter's Point Development Corporation, an Idaho corporation ("Grantee"), whose current address is 504 Bayhill Dr. Nampa, ID 83686, the following described real property in Canyon County, Idaho, TO WIT:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED  
HEREIN BY THIS REFERENCE ("Property")

SUBJECT TO all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, all matters which would be revealed or disclosed by a physical inspection or survey of the Property, all matters of record and general taxes and assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable.

BY ACCEPTANCE and recordation of this deed, Grantee acknowledges that (i) Grantee is not relying on any representation, warranty, written information, data, reports or statement of Grantor or any of its agents with respect to any aspect, feature or condition of the Property and (ii) delivery of the Property is in "AS IS" condition with all faults including both latent and patent defects. Grantee agrees by acceptance and recordation of this deed that no warranty has arisen through trade, custom or course of dealing with Grantor and that all disclaimers of warranties shall be construed liberally in favor of Grantor.

Dated: 12-13-, 2005

2MD, Inc.  
an Idaho corporation

BY

*[Signature]*  
Cleo R. Miller  
President

BY

*[Signature]*  
Barbara A. Miller  
Secretary

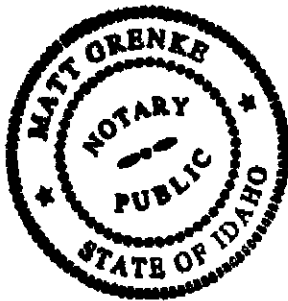
State of Idaho )

County of Canyon )

ss.

On this 13 day of Dec., 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Cleo R. Miller and Barbara A. Miller, known or identified to me to be the President and the Secretary, respectively, of **2MD, Inc., an Idaho corporation**, and acknowledged to me that they executed the within and foregoing instrument as the duly authorized officers of such corporation, on behalf of said corporation and as the act and deed of such corporation, and acknowledged to me that such corporation executed the same.

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



[Signature]  
Notary Public for Idaho

Residing at: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Residing in Star, ID

My Commission Expires 07-09-11

## EXHIBIT A

### PARCEL I: HERRON SPRINGS PARCEL

A parcel of land being a portion of the W 1/2 SW 1/4 of Section 32, Township 3 North, Range 2 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

Commencing at the SW corner of said W 1/2 SW 1/4, (section corner common to sections 31, 32, 5 and 6), said corner monumented with a 3 inch diameter brass disk;

Thence S. 89° 04' 29" E., a distance of 649.01 feet along the southerly boundary of said W 1/2 SW 1/4 to the POINT OF BEGINNING;

Thence leaving said southerly boundary and parallel with the westerly boundary of said W 1/2 SW 1/4, N. 00° 15' 31" W., a distance of 65.02 feet to a point;

Thence N. 32° 05' 30" E., a distance of 350.45 feet to a point;

Thence N. 30° 22' 40" E., a distance of 433.40 feet to a point;

Thence N. 06° 07' 27" E., a distance of 57.67 feet to a point;

Thence N. 00° 35' 52" W., a distance of 198.10 feet to a point;

Thence N. 08° 07' 06" W., a distance of 515.34 feet to a point;

Thence N. 00° 16' 25" W., a distance of 55.67 feet parallel with the easterly boundary of said W 1/2 SW 1/4 to a point on the southerly right of way of the Edwards Lateral;

Thence along the southerly, westerly and southwesterly right of way of said Edwards Lateral the following courses and distances:

Thence N. 89° 29' 10" W., a distance of 213.30 feet to the beginning of a tangent curve right;

Thence a distance of 133.17 feet along the arc of said curve, having a radius of 106.83 feet, a central angle of 71° 25' 28", the long chord of which bears N. 53° 46' 26" W., a distance of 124.72 feet to a point;

Thence tangent to said curve, N. 18° 03' 42" W., a distance of 393.22 feet to a point;

Thence N. 17° 53' 33" W., a distance of 123.73 feet to a point marking the beginning of a tangent curve left, said point monumented with a 5/8 inch diameter iron pin;

Thence a distance of 105.75 feet along the arc of said curve left, having a radius of 360.00 feet, a central angle of 16° 49' 53", the long chord of which bears N. 26° 18' 30" W., a distance of 105.37 feet to a 5/8 inch diameter iron pin;

Thence tangent to said curve, N. 34° 43' 26" W., a distance of 203.29 feet to a point marking the beginning of a non tangent curve left, said point monumented with a 5/8 inch diameter iron pin;

Thence leaving the southwesterly right of way of said Edwards Lateral and continuing along the easterly boundary of said Miller Crossing the following courses and distances:

Thence a distance of 130.95 feet along the arc of said curve left, having a radius of 184.50 feet, a central angle of 40° 40' 03", the long chord of which bears N. 20° 03' 37" E., a distance of 128.22 feet to a 5/8 inch diameter iron pin;

Thence tangent to said curve, N. 00° 16' 25" W., a distance of 23.69 feet parallel with the easterly boundary of said W1/2 SW1/4 to a point marking the beginning of a tangent curve right, said point monumented with a 5/8 inch diameter iron pin;

Thence a distance of 31.65 feet along the arc of said curve right, having a radius of 20.00 feet, a central angle of 90° 40' 29", the long chord of which bears N. 45° 03' 48" E., a distance of 28.45 feet to a 5/8 inch diameter iron pin;

Thence leaving the easterly boundary of said Miller Crossing and tangent to said curve, S. 89° 35' 58" E., a distance of 896.14 feet along a line that is 40.00 feet southerly of and parallel with the northerly boundary of said W1/2 SW1/4 to a point on the easterly boundary of said W 1/2 SW 1/4;

Thence S. 00° 16' 25" E., a distance of 2344.70 feet along the easterly boundary of said W 1/2 SW 1/4 to a point;

Thence S. 89° 59' 04" W., a distance of 122.52 feet to a point;

Thence S. 0° 25' 05" E., a distance of 208.00 feet to a point on the southerly boundary of said W 1/2 SW 1/4;

Thence N. 89° 04' 29" W., a distance of 550.16 feet along the southerly boundary of said W 1/2 SW 1/4 to the POINT OF BEGINNING.

This parcel contains 30.88 acres more or less.

Also, this parcel is SUBJECT TO all easements and rights-of-way of record or implied.

WARRANTY DEED, Exhibit A, page 2

# **Attachment E**



Order No.: C044956

RECORDED  
2005 NOV 4 PM 4 51  
6 NOEL MALES  
CANYON COUNTY RECORDER  
BY *[Signature]*  
TITLEONE  
REQUEST  
TYPE *[Signature]* 900

200574021

Portion of  
Map Parcel

(C)

## WARRANTY DEED

### FOR VALUE RECEIVED,

THE SCHOBER FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership  
The Grantor(s), do(es) hereby grant, bargain sell and convey unto

GREGORY O. BULLOCK and JEANETTE E. BULLOCK, HUSBAND AND WIFE

whose current address is 304 BAYHILL DRIVE, NAMPA ID 83686

the Grantee(s), the following described premises, in Canyon County, Idaho, TO WIT:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: 11/02/05

THE SCHOBER FAMILY LIMITED PARTNERSHIP

*[Signature]*

WESLEY R. SCHOBER, PARTNER

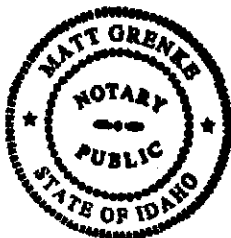
STATE OF IDAHO

COUNTY OF CANYON

ON THIS 3<sup>rd</sup> DAY OF NOVEMBER, 2005, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, WESLEY R. SCHOBER PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE ONE OF THE PARTNERS IN THE PARTNERSHIP OF THE SCHOBER FAMILY LIMITED PARTNERSHIP, AND THE PARTNER WHO SUBSCRIBED SAID PARTNERSHIP'S NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID PARTNERSHIP NAME.

*[Signature]*

MATT GRENKE  
NOTARY PUBLIC  
RESIDING AT: NAMPA IDAHO  
COMMISSION EXPIRES: 07/09/11



## EXHIBIT "A"

A parcel of land being a portion of the South half of the Southeast quarter of Section 31, Township 3 North, Range 2 West Boise Meridian, Canyon County Idaho, more particularly described as follows:

Commencing at the Southeast corner of said South half of the Southeast quarter (Section corner common to Sections 31, 32, 5 and 6), said corner monumented with a 3 inch diameter brass disk; thence South 88°43'44" West, a distance of 734.82 feet along the Southerly boundary of said South half of the Southeast quarter to the POINT OF BEGINNING, said point being on the approximate centerline of the Thacker Lateral; thence continuing South 88°43'44" West, a distance of 931.32 feet along the Southerly boundary of said South half of the Southeast quarter to a 5/8 inch diameter iron pin; thence leaving the Southerly boundary of said South half of the Southeast quarter, North 0°17'14" West, a distance of 591.02 feet parallel with the Westerly boundary of said South half of the Southeast quarter to a 5/8 inch iron pin; thence South 89°42'46" West, a distance of 290.00 feet to a 5/8 inch diameter iron pin; thence South 0°17'14" East a distance of 596.00 feet parallel with the Westerly boundary of said South half of the Southeast quarter to a point on the Southerly boundary of said South half of the Southeast quarter, said point is monumented with a 5/8 inch diameter iron pin; thence South 88°43'44" West, a distance of 688.00 feet along the Southerly boundary of said South half of the Southeast quarter to the Southwest corner of said South half of the Southeast quarter (South quarter corner Section 31), said corner is monumented with a 5/8 inch diameter iron pin; thence North 0°17'14" West, a distance of 1303.45 feet along the Westerly boundary of said South half of the Southeast quarter to the Northwest corner of said South half of the Southeast quarter (CS 1/16 corner Section 31), said corner is monumented with a 5/8 inch diameter iron pin; thence North 88°59'36" East, a distance of 1442.76 feet along the Northerly boundary of said South half of the Southeast quarter to a point on the approximate centerline of said Thacker Lateral; thence along the approximate centerline of said Thacker Lateral the following courses and distances: thence South 32°04'37" East a distance of 24.80 feet to a point; thence South 11°24'29" East, a distance of 49.64 feet to a point; thence South 06°12'17" East, a distance of 70.71 feet to a point; thence South 27°56'10" East, a distance of 62.47 feet to a point; thence South 36°42'51" East, a distance of 75.33 feet to a point; thence South 40°54'19" East, a distance of 136.58 feet to the beginning of a tangent curve right and having a radius of 250.00 feet; thence a distance of 63.19 feet along the arc of said curve through a central angle of 14°28'59", the long chord of which bears South 33°39'49" East, a distance of 63.03 feet to a point; thence tangent to said curve South 26°25'20" East, a distance of 143.67 feet to a point; thence South 16°33'03" East, a distance of 179.74 feet to a point; thence South 22°32'37" East, a distance of 126.74 feet to the beginning of a tangent curve right and having a radius of 260.00 feet; thence a distance of 96.80 feet along the arc of said curve through a central angle of 21°19'50", the long chord of which bears South 11°52'41" East, a distance of 96.24 feet to a point; thence tangent to said curve, South 01°12'46" East, a distance of 64.48 feet to the beginning of a tangent curve left and having a radius of 125.00 feet; thence a distance of 69.14 feet along the arc of said curve through a central angle of 31°41'23", the long chord of which bears South 16°58'38" East, a distance of 68.26 feet to the beginning of a reverse curve right having a radius of 165.00 feet; thence a distance of 84.71 feet along the arc of said curve through a central angle of 29°24'53" the long chord of which bears South 18°06'54" East, a distance of 83.78 feet; thence tangent to said curve, South 03°24'12" East, a distance of 110.36 feet to a point; thence South 08°03'50" East, a distance of 43.90 feet to the POINT OF BEGINNING.

Excepting Therefrom the following described tracts:

Exhibit "A"

Legal Description

Tract 1

This parcel is situated in the Southeast quarter of Section 31 Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and more particularly described as follows:

Commencing at the Southwest corner of said Southeast quarter; thence  
East along the South boundary said Southeast quarter, a distance of 1545.64 feet the TRUE POINT OF  
BEGINNING; thence  
North 1°09'00" East, a distance of 175.00 feet; thence  
East along a line parallel to the said South boundary a distance of 150.00 feet; thence  
South 1°09'00" West, a distance of 175.00 feet to a point on said South boundary; thence  
West along said South boundary a distance of 150.00 feet to the TRUE POINT OF BEGINNING.

TRACT 2:

This parcel situated in the Southeast quarter of Section 31 Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

Commencing at the Southwest corner of said Southeast quarter; thence  
East along the South boundary of said Southeast quarter, a distance of 1185.64 feet to the TRUE POINT OF  
BEGINNING; thence  
North 1°09'00" East, a distance of 175.00 feet; thence  
East along a line parallel with said South boundary, a distance of 150.00 feet; thence  
South 1°09'00" West, a distance of 175.00 feet to a point on said South boundary; thence  
West along said South boundary a distance of 150.00 feet to the TRUE POINT OF BEGINNING

Tract 3:

This parcel is situated in the Southeast quarter of Section 31, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

Commencing at the Southwest corner of said Southeast quarter; thence  
East along the South boundary of said Southeast quarter a distance of 975.64 feet to the TRUE POINT OF  
BEGINNING; thence;  
North 1°09'00" East a distance of 175.00 feet; thence  
East along a line parallel with the South boundary of said Southeast quarter a distance of 210.00 feet; thence  
South 1°09'00" West, a distance of 175.00 feet to a point on said South boundary; thence  
West along said South boundary a distance of 210.00 feet to the TRUE POINT OF BEGINNING.

Tract 4:

This parcel is situated in the Southeast quarter of Section 31, Township 3 North, Range 2 West of the Boise Meridian, Canyon County Idaho, and is more particularly described as follows:

Commencing at the Southwest corner of said Southeast quarter; thence  
East along the South boundary of said Southeast quarter a distance of 1335.64 feet to the TRUE POINT OF  
BEGINNING; thence  
North 1°09'00" East a distance of 175.00 feet; thence  
East along a line parallel with said South boundary, a distance of 210.00 feet; thence  
South 1°09'00" West a distance of 175.00 feet to a point on said South boundary; thence  
West along said South boundary a distance of 210.00 feet to the TRUE POINT OF BEGINNING.

Exhibit "A"

Legal Description



Order No.: C0614138

**WARRANTY DEED**

**FOR VALUE RECEIVED,**

THE SCHOBBER FAMILY LIMITED PARTNERSHIP, AN IDAHO LIMITED PARTNERSHIP

The Grantor(s), do(es) hereby grant, bargain sell and convey unto

HUNTER'S POINT DEVELOPMENT CORPORATION, AN IDAHO CORPORATION

whose current address is 504 BAYHILL DRIVE, NAMPA ID 83686

the Grantee(s), the following described premises, in Canyon County, Idaho, TO WIT:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: 04/27/06

THE SCHOBBER FAMILY LIMITED PARTNERSHIP

BY: Wesley R. Schobber, Gen. Part.  
WESLEY R. SCHOBBER, PARTNER

STATE OF IDAHO

COUNTY OF CANYON

ON THIS 27TH DAY OF APRIL, 2006, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, WESLEY R. SCHOBBER PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PARTNER IN THE PARTNERSHIP OF THE SCHOBBER FAMILY LIMITED PARTNERSHIP, AND THE PARTNER WHO SUBSCRIBED SAID PARTNERSHIP'S NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID PARTNERSHIP NAME.

Matt Grenke  
MATT GRENKE  
NOTARY PUBLIC  
RESIDING AT: STAR  
COMMISSION EXPIRES: 07/09/11

REQUEST  
TYPE: Warranty Deed FEE: 9.

TITLEONE

GRANTOR'S FILES  
CANYON COUNTY RECORDER  
BY: Justin J. Shuman

2006 MAY 1 PM 4:50

RECORDED

200632807

Part 2  
map Part 1  
⑥

## EXHIBIT "A"

### TRACT 1

This parcel is situated in the Southeast quarter of Section 31 Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and more particularly described as follows:

Commencing at the Southwest corner of said Southeast quarter; thence  
East along the South boundary said Southeast quarter, a distance of 1545.64 feet the TRUE POINT OF BEGINNING; thence  
North 1°09'00" East, a distance of 175.00 feet; thence  
East along a line parallel to the said South boundary a distance of 150.00 feet; thence  
South 1°09'00" West, a distance of 175.00 feet to a point on said South boundary; thence  
West along said South boundary a distance of 150.00 feet to the TRUE POINT OF BEGINNING.

### TRACT 2

This parcel situated in the Southeast quarter of Section 31 Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

Commencing at the Southwest corner of said Southeast quarter; thence  
East along the South boundary of said Southeast quarter, a distance of 1185.64 feet to the TRUE POINT OF BEGINNING; thence  
North 1°09'00" East, a distance of 175.00 feet; thence  
East along a line parallel with said South boundary, a distance of 150.00 feet; thence  
South 1°09'00" West, a distance of 175.00 feet to a point on said South boundary; thence  
West along said South boundary a distance of 150.00 feet to the TRUE POINT OF BEGINNING

### TRACT 3

This parcel is situated in the Southeast quarter of Section 31, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

Commencing at the Southwest corner of said Southeast quarter; thence  
East along the South boundary of said Southeast quarter a distance of 975.64 feet to the TRUE POINT OF BEGINNING; thence;  
North 1°09'00" East a distance of 175.00 feet; thence  
East along a line parallel with the South boundary of said Southeast quarter a distance of 210.00 feet; thence  
South 1°09'00" West, a distance of 175.00 feet to a point on said South boundary; thence  
West along said South boundary a distance of 210.00 feet to the TRUE POINT OF BEGINNING.

### TRACT 4

This parcel is situated in the Southeast quarter of Section 31, Township 3 North, Range 2 West of the Boise Meridian, Canyon County Idaho, and is more particularly described as follows:

Commencing at the Southwest corner of said Southeast quarter; thence  
East along the South boundary of said Southeast quarter a distance of 1335.64 feet to the TRUE POINT OF BEGINNING; thence  
North 1°09'00" East a distance of 175.00 feet; thence  
East along a line parallel with said South boundary, a distance of 210.00 feet; thence  
South 1°09'00" West a distance of 175.00 feet to a point on said South boundary; thence

Exhibit "A"

- Legal Description

West along said South boundary a distance of 210.00 feet to the TRUE POINT OF BEGINNING.

Exhibit "A"  
Legal Description

INSTRUMENT NO. 200629825

## WARRANTY DEED

FOR VALUE RECEIVED, **GREGORY O. BULLOCK AND JEANETTE E. BULLOCK**, the grantor, does hereby grant, bargain, sell and convey unto, **HUNTER'S POINT DEVELOPMENT CORP.**, an Idaho corporation, whose current address is 504 Bayhill Drive, Nampa, ID 83686, the grantee, the following described premises, in Canyon County, Idaho, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, the they are the owner in fee simple of said premises; that they are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

DATED: 4-21-06

By: [Signature]  
Gregory O. Bullock

By: [Signature]  
Jeanette E. Bullock

REQUEST  
TYPE WARRANTY FEE 60

BY [Signature]  
CANYON COUNTY RECORDER  
G NOEL MALES  
TITLEONE

2006 APR 21 PM 4 40

RECORDED

200629825

STATE OF IDAHO )  
County of Canyon ) ss.

On this 21<sup>st</sup> day of April, 2006, before me, the undersigned, a Notary Public, in and for said State, personally appeared Gregory O. Bullock and Jeanette E. Bullock known to me, or identified to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

[Signature]  
Notary Public for State of Idaho  
Residing at:  
Commission Expires:



(SEAL)

## Exhibit "A"

A parcel of land being a portion of the S1/2 SE1/4 of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin marking the SW corner of said S1/2 SE1/4, (South 1/4 corner), said corner bears S. 88°43'44" W., a distance of 2644.18 feet from the SE corner of said S1/2 SE1/4, (Section corner common to sections 31 and 32 of T. 3 N., R. 2 W. and sections 5 and 6 of T. 2 N., R. 2 W., B.M.);

Thence N. 88°43'44" E., a distance of 978.04 feet along the southerly boundary of said SW1/4 SE1/4 to a point;

Thence leaving the southerly boundary of said S1/2 SE1/4, N. 00°17'14" W., a distance of 175.00 feet parallel with the westerly boundary of said S1/2 SE1/4 to the POINT OF BEGINNING;

Thence continuing N. 00°17'14" W., a distance of 416.03 feet parallel with the westerly boundary of said S1/2 SE1/4 to a point;

Thence S. 59°10'46" E., a distance of 539.01 feet to a point;

Thence S. 71°47'43" E., a distance of 456.37 feet to a point on the westerly right of way of the Thacker Lateral;

Thence along the westerly right of way of said Thacker Lateral the following courses and distances:

Thence S. 03°24'12" E., a distance of 110.84 feet to a point;

Thence S. 08°03'50" E., a distance of 41.94 feet to a point on the southerly boundary of said S1/2 SE1/4;

Thence leaving the westerly right of way of said Thacker Lateral, S. 88°43'44" W., a distance of 188.55 feet along the southerly boundary of said S1/2 SE1/4 to a point;

Thence leaving the southerly boundary of said S1/2 SE1/4, N. 00°07'14" W., a distance of 175.00 feet parallel with the westerly boundary of said S1/2 SE1/4 to a point;

Thence S. 88°43'44" W., a distance of 718.10 feet parallel with the southerly boundary of said S1/2 SE1/4 to the POINT OF BEGINNING.

This parcel contains 4.14 acres more or less.

**SUBJECT TO:** All existing rights of way and easements of record or implied appearing on the above-described parcel of land.



# **Attachment F**



Order No.: C0512468

RECORDED  
TYPE *Real* FEB 9-00

TIMEONE

G NOEL HALES  
CANYON CNTY RECORDER  
*[Signature]*

2005 DEC 30 PM 4 18

RECORDED

200587486

*Map Parcel*

7

## WARRANTY DEED

### FOR VALUE RECEIVED,

B & F, INC., AN IDAHO CORPORATION

The Grantor(s), do(es) hereby grant, bargain sell and convey unto

HUNTER'S POINT DEVELOPMENT CORPORATION

whose current address is 504 BAYHILL DRIVE, NAMPA ID 83686

the Grantee(s), the following described premises, in Canyon County, Idaho, TO WIT:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: 12/30/05

B & F, INC.

*[Signature]*  
BY: GREG BULLOCK, PRESIDENT

STATE OF IDAHO

COUNTY OF CANYON

ON THIS 30TH DAY OF DECEMBER IN THE YEAR 2005, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED, GREG BULLOCK KNOWN TO ME TO BE THE PRESIDENT OF THE CORPORATION THAT EXECUTED THIS INSTRUMENT AND THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

*[Signature]*  
MATT GRENEKE

RESIDING AT: NAMPA

MY COMMISSION EXPIRES ON: 07/09/11

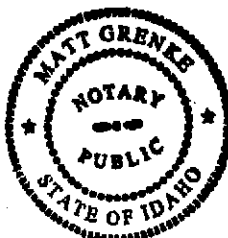


EXHIBIT "A"

A parcel of land being a portion of the NE 1/4 SW 1/4 of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

Commencing at the NE corner of said NE 1/4 SW 1/4, (Center 1/4 corner), said corner monumented with a 3 inch diameter aluminum disk;

Thence S. 89° 22' 22" W., a distance of 316.71 feet along the northerly boundary of said NE 1/4 SW 1/4 and along the northerly boundary of Carriage Hill Subdivision No. 1 as on file in Book 26 of Plats at Page 29 in the Office of the Recorder of Canyon County, Idaho to the NW corner of said Carriage Hill Subdivision No. 1, said corner also being the POINT OF BEGINNING;

Thence leaving the northerly boundary of said NE 1/4 SW 1/4 and along the westerly boundary of said Carriage Hill Subdivision No. 1, S. 32° 53' 30" E., a distance of 587.75 feet to a point on the easterly boundary of said NE 1/4 SW 1/4;

Thence S. 00° 17' 14" E., a distance of 138.78 feet along the easterly boundary of said NE 1/4 SW 1/4 and along the westerly boundary of said Carriage Hill Subdivision No. 1 to the NW corner of Carriage Hill Subdivision No. 2 as on file in Book 30 of Plats at Page 41 in the Office of the Recorder of Canyon County, Idaho;

Thence continuing S. 00° 17' 14" E., a distance of 551.91 feet along the easterly boundary of said NE 1/4 SW 1/4 and along the westerly boundary of said Carriage Hill Subdivision No. 2 to a point;

Thence leaving the westerly boundary of said Carriage Hill Subdivision No. 2 and the easterly boundary of said NE 1/4 SW 1/4, N. 72° 36' 39" W., a distance of 156.79 feet a point;

Thence N. 41° 08' 37" W., a distance of 68.60 feet to a point;

Thence N. 88° 35' 08" W., a distance of 73.12 feet to a point;

Thence N. 62° 18' 57" W., a distance of 295.71 feet to the beginning of a non tangent curve left and having a radius of 372.00 feet;

Thence a distance of 155.29 feet along the arc of said curve through a central angle of 23° 55' 03", the long chord of which bears N. 12° 11' 30" E., a distance of 154.16 feet to a point;

Thence tangent to said curve, N. 0° 13' 58" E., a distance of 91.73 feet to the beginning of a tangent curve left and having a radius of 372.00 feet;

Thence a distance of 154.79 feet along the arc of said curve through a central angle of 23° 50' 28", the long chord of which bears N. 11° 41' 16" W., a distance of 153.68 feet to a point;

Thence tangent to said curve, N. 25° 20' 18" W., a distance of 64.13 feet to the beginning of a tangent curve left and having a radius of 20.00 feet;

Thence a distance of 30.83 feet along the arc of said curve through a central angle of 88° 19' 57", the long chord of which bears N. 69° 30' 14" W., a distance of 27.87 feet to a point;

Thence non tangent to said curve, N. 34° 05' 28" W., a distance of 56.94 feet to the beginning of a non tangent curve left and having a radius of 20.00 feet;

Thence a distance of 32.00 feet along the arc of said curve through a central angle of 91° 40' 06", the long chord of which bears N. 20° 29' 45" E., a distance of 28.69 feet to a point;

Thence tangent to said curve, N. 25° 20' 18" W., a distance of 97.30 feet to the beginning of a tangent curve right and having a radius of 442.50 feet;

Thence a distance of 178.49 feet along the arc of said curve through a central angle of 23° 06' 40", the long chord of which bears N. 12° 10' 58" W., a distance of 177.28 feet to a point;

Thence tangent to said curve, N. 00° 37' 38" W., a distance of 86.67 feet to the beginning of a tangent curve left and having a radius of 20.00 feet;

Thence a distance of 31.42 feet along the arc of said curve through a central angle of 90° 00' 00", the long chord of which bears N. 45° 37' 38" W., a distance of 28.28 feet to a point;

Thence non tangent to said curve, N. 00° 37' 38" W., a distance of 40.00 feet perpendicular to the northerly boundary of said NE 1/4 SW 1/4 to a point on the northerly boundary of said NE 1/4 SW 1/4;

Thence N. 89° 22' 22" E., a distance of 381.37 feet along the northerly boundary of said NE 1/4 SW 1/4 to the **POINT OF BEGINNING**.

This parcel contains 12.38 acres more or less.

Also, this parcel is **SUBJECT TO** all easements and rights-of-way of record or implied.



Order No.: C0615405

RECEIVED  
TYPE Mod FEB 15-  
TINOM

2006 AUG 14 PM 4 59  
O NOEL PALES  
CANYON COUNTY RECORDER  
BY [Signature]

RECORDED

200666360

Map Parcel 8  
(9) (11) (12)

## WARRANTY DEED

### FOR VALUE RECEIVED,

NELSON-DEPPE INC., AN IDAHO CORPORATION  
The Grantor(s), do(es) hereby grant, bargain sell and convey unto

HUNTER'S POINT DEVELOPMENT CORPORATION, AN IDAHO CORPORATION

whose current address is 504 BAYHILL DRIVE, NAMPA ID 83686

the Grantee(s), the following described premises, in Canyon County, Idaho, TO WIT:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: 08/02/06

NELSON-DEPPE INC.

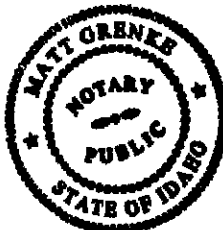
BY: [Signature]  
LAWRENCE S. NELSON, PRESIDENT

STATE OF IDAHO

COUNTY OF CANYON

ON THIS 2ND DAY OF AUGUST IN THE YEAR 2006, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED, LAWRENCE S. NELSON KNOWN TO ME TO BE THE PRESIDENT OF THE CORPORATION THAT EXECUTED THIS INSTRUMENT AND THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

[Signature]  
MATT GRENKE  
RESIDING AT: STAR  
MY COMMISSION EXPIRES ON: 07/09/11



## EXHIBIT "A"

### PARCEL 1: (North Slope)

A parcel of land being a portion of the North Half of the Southwest Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of said North Half of the Southwest Quarter, (Center Quarter corner), corner monumented with a 3-inch diameter aluminum disk; thence

South 89° 22' 22" West, a distance of 698.08 feet along the Northerly boundary of said North Half of the Southwest Quarter to the POINT OF BEGINNING; thence leaving the Northerly boundary of said North Half of the Southwest Quarter, South 00° 37' 38" East, a distance of 40.00 feet to the beginning at a non-tangent curve, monumented with a 5/8 inch diameter iron pin; thence

a distance of 31.42 feet along a curve to the right with a radius of 20.00 feet, through a central angle of 90° 00' 00", the long chord of which bears South 45° 37' 38" East, a distance of 28.28 feet to a point monumented with a 5/8-inch diameter iron pin; thence tangents to said curve

South 00° 37' 38" East, a distance of 86.26 feet to the beginning of a tangent curve, monumented with a 5/8-inch diameter iron pin; thence

a distance of 190.85 feet along a curve to the left with a radius of 442.50 feet, through a central angle of 24° 42' 40", the long chord of which bears South 12° 58' 58" East, a distance of 189.37 feet to a point monumented with a 5/8-inch diameter iron pin; thence tangent to said curve

South 25° 20' 18" East, a distance of 85.32 feet to the beginning of a tangent curve, monumented with a 5/8-inch diameter iron pin; thence

a distance of 32.00 feet along a curve to the right, with a radius of 20.00 feet through a central angle of 91° 40' 06", the long chord of which bears South 20° 29' 45" West, a distance of 28.69 feet to a point monumented with a 5/8-inch diameter iron pin; thence non-tangent to said curve

South 34° 05' 28" East, a distance of 56.94 feet to the beginning of a non-tangent curve, monumented with a 5/8-inch diameter iron pin; thence

a distance of 30.83 feet along a curve to the right, with a radius of 20.00 feet, through a central angle of 88° 19' 56", the long chord of which bears South 69° 30' 14" East, a distance of 27.87 feet to a point monumented with a 5/8-inch diameter iron pin; thence tangent to said curve

South 25° 20' 18" East, a distance of 53.26 feet to the beginning of a tangent curve, monumented with a 5/8-inch diameter iron pin; thence

a distance of 158.12 feet along a curve to the right, with a radius of 372.00 feet, through a central angle of 24° 21' 13", the long chord of which bears South 13° 09' 42" East, a distance of 156.93 feet to a point monumented with a 5/8-inch diameter iron pin; thence non-tangent to said curve

North 66° 04' 11" West, a distance of 908.24 feet to a point monumented with a 5/8-inch diameter iron pin; thence

North 70° 52' 03" West, a distance of 422.62 feet to a point monumented with a 5/8-inch diameter iron pin; thence

North 00° 01' 06" West, a distance of 174.29 feet to a point on the Northerly boundary of said North Half of the Southwest Quarter said point monumented with a 5/8-inch diameter iron pin; thence

North 89° 22' 22" East, a distance of 1022.40 feet along the Northerly boundary of said North Half of the Southwest Quarter to the POINT OF BEGINNING.

PARCEL 10: (Road Way Remainder)

This parcel is a portion of the Southwest Quarter of Section 31, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the southeast corner of said Southwest Quarter, (South Quarter corner), said corner monumented with a 5/8 inch iron pin; thence North 00° 17' 14" West a distance of 1037.59 feet along the east boundary of the Southwest Quarter to the POINT OF BEGINNING; thence South 86° 49' 32" West a distance of 1.15 feet to a point; thence North 08° 43' 12" West a distance of 196.92 feet to the beginning of a curve; thence along said curve turning to the left through an angle of 66° 21' 14", having a radius of 20.00 feet, and whose long chord bears North 41° 53' 49" West a distance of 21.89 feet to a point of reverse curve; thence along said curve turning to the right through 17° 03' 35", having a radius of 177.00 feet, and whose long chord bears North 66° 32' 39" West a distance of 52.51 feet to the beginning of a curve; thence North 58° 00' 51" West a distance of 139.48 feet to the beginning of a curve; thence along said curve turning to the left through an angle of 30° 34' 17", having a radius of 115.00 feet, and whose long chord bears North 73° 18' 00" West a distance of 60.64 feet to a point; thence North 88° 35' 08" West a distance of 153.55 feet to the beginning of a curve; thence along said curve turning to the right through an angle of 28° 56' 25", having a radius of 189.50 feet, and whose long chord bears North 74° 06' 56" West a distance of 94.70 feet to a point; thence North 59° 38' 44" West a distance of 72.06 feet to the beginning of a curve; thence along said curve turning to the left through an angle of 90° 00' 00", having a radius of 20.00 feet, and whose long chord bears South 75° 21' 16" West a distance of 28.28 feet to a point; thence South 30° 21' 16" West a distance of 411.85 feet to a point; thence North 49° 01' 33" West a distance of 56.98 feet to a point; thence North 30° 21' 16" East a distance of 403.35 feet to a point; thence North 28° 10' 22" East a distance of 52.54 feet to a point; thence North 30° 21' 16" East a distance of 151.84 feet to the beginning of a curve; thence along said curve turning to the left through an angle of 06° 12' 15", having a radius of 372.00 feet, and whose long chord bears North 27° 15' 09" East a distance of 40.26 feet to a point; thence South 62° 18' 57" East a distance of 56.09 feet to the beginning of a curve; thence along said curve turning to the right through an angle of 05° 44' 29", having a radius of 428.00 feet, and whose long chord bears South 27° 29' 02" West a distance of 42.87 feet to a point; thence South 30° 21' 16" West a distance of 99.34 feet to the beginning of a curve; thence along said curve turning to the left through an angle of 90° 00' 00", having a radius of 20.00 feet, and whose long chord bears South 14° 38' 44" East a distance of 28.28 feet to a point; thence South 59° 38' 44" East a distance of 74.06 feet to the beginning of a curve; thence along said curve turning to the left through an angle of 28° 56' 25", having a radius of 122.50 feet, and whose long chord bears South 74° 06' 56" East a distance of 61.22 feet to a point; thence South 88° 35' 08" East a distance of 140.04 feet to the beginning of a curve; thence along said curve turning to the right through an angle of 11° 15' 40", having a radius of 177.50 feet, and whose long chord bears South 82° 57' 19" East a distance of 34.83 feet to a point of reverse curve; thence along said curve turning to the left through an angle of 86° 37' 54", having a radius of 20.00 feet, and whose long chord bears North 59° 21' 34" East a distance of 27.44 feet to a point; thence

North 16° 02' 37" East a distance of 17.51 feet to a point; thence  
 North 22° 29' 37" East a distance of 35.61 feet to the beginning of a curve; thence  
 along said curve turning to the left through an angle of 05° 19' 46", having a radius of  
 400.00 feet, and whose long chord bears North 13° 22' 44" East a distance of 37.19 feet  
 to a point; thence  
 South 41° 11' 33" East a distance of 68.65 feet to a point; thence  
 South 09° 31' 35" West a distance of 35.24 feet to a point; thence  
 South 16° 02' 37" West a distance of 44.87 feet to the beginning of a curve; thence  
 along said curve turning to the left through an angle of 74° 03' 28", having a radius of  
 20.00 feet, and whose long chord bears South 20° 59' 07" East a distance of 24.09 feet to  
 a point; thence  
 South 58° 00' 51" East a distance of 94.12 feet to the beginning of a curve; thence  
 along said curve turning to the left through an angle of 32° 59' 32" having a radius of  
 122.00 feet, and whose long chord bears South 74° 30' 37" East a distance of 69.28 feet  
 to a point; thence  
 North 88° 59' 36" East a distance of 13.25 feet to a point on the east boundary of said  
 Southwest Quarter; thence  
 South 00° 17' 14" East a distance of 265.86 feet to the POINT OF BEGINNING.

**PARCEL 11: (Right-of-Way Description 3)**

A parcel of land being a portion of the Southeast Quarter of the Southwest Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of said Southeast Quarter of the Southwest Quarter, (South Quarter Corner of Section 31), said corner monumented with a 5/8 inch iron pin; thence  
 South 88° 42' 53" West a distance of 210.19 feet along the southerly boundary of said Southeast Quarter of the Southwest Quarter to the POINT OF BEGINNING; thence continuing  
 South 88° 42' 53" West a distance of 492.94 feet along said southerly boundary to a point; thence  
 North 01° 17' 07" West a distance of 30.00 feet to a point; thence  
 North 88° 42' 53" East a distance of 497.44 feet parallel with and 30.00 feet north of the southerly boundary of said Southeast Quarter of the Southwest Quarter; thence  
 South 07° 15' 20" West a distance of 30.34 feet to the POINT OF BEGINNING.

**PARCEL 12: (50.00-Foot Deeded Right-of-Way)**

This parcel is a portion of the Southwest Quarter of Section 31, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the northwest corner of said Southwest Quarter, (West Quarter corner), said corner monumented with an aluminum disk; thence  
 North 89° 22' 22" East a distance of 25.01 feet along the north boundary of said Southwest Quarter to the POINT OF BEGINNING; thence continuing  
 North 89° 22' 22" East a distance of 996.68 feet along said north boundary to the northwest corner of North Slope Subdivision; thence  
 South 00° 01' 06" East a distance of 50.00 feet along the west boundary of said North Slope Subdivision to a point; thence  
 South 89° 22' 22" West a distance of 997.39 feet parallel with and 50.00 feet south of the north boundary of said Southwest Quarter to a point; thence  
 North 00° 47' 33" East a distance of 50.01 feet parallel with and 25.00 feet east of the west boundary of said Southwest Quarter to the POINT OF BEGINNING.

PARCEL 13: (Right-of-Way Description 4)

A parcel of land being a portion of Government Lot 4 and a portion of the Southeast Quarter of the Southwest Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at the Southeast corner of said Government Lot 4, said corner monumented with a 3 inch brass disk; thence

South  $88^{\circ} 40' 05''$  West a distance of 1469.70 feet along the southerly boundary of said Government Lot 4 to the southwest corner of said Government Lot 4; thence

North  $00^{\circ} 47' 33''$  East a distance of 30.02 feet to a point; thence

North  $88^{\circ} 40' 05''$  East a distance of 1468.59 feet parallel with and 30.00 feet north of the southerly boundary of said Government Lot 4 to a point; thence

North  $88^{\circ} 42' 53''$  East a distance of 160.55 feet parallel with and 30.00 feet north of the southerly boundary of said Southeast Quarter of the Southwest Quarter to a point; thence

South  $00^{\circ} 17' 14''$  East a distance of 30.00 feet to a point on the southerly boundary of said Southeast Quarter of the Southwest Quarter; thence

South  $88^{\circ} 42' 53''$  West a distance of 160.00 feet along the southerly boundary of said Southeast Quarter of the Southwest Quarter to the POINT OF BEGINNING.



Order No.: C0615405

RECORDED  
TAXES  
TAX FEE 18

CANYON CITY RECORDER  
BY [Signature]

2006 AUG 14 PM 4 59

RECORDED

200666359

Map Parcel: (13)  
(14) (5) (16) (17)  
(18)

## WARRANTY DEED

### FOR VALUE RECEIVED,

NELSON-DEPPE INC., AN IDAHO CORPORATION

The Grantor(s), do(es) hereby grant, bargain sell and convey unto

HUNTER'S POINT GOLF COMMUNITY, LLC, AN IDAHO LIMITED LIABILITY COMPANY

whose current address is 504 BAYHILL DRIVE, NAMPA ID 83686

the Grantee(s), the following described premises, in Canyon County, Idaho, TO WIT:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: 08/02/06

NELSON-DEPPE INC.

BY: [Signature]

LAWRENCE S. NELSON, PRESIDENT

STATE OF IDAHO

COUNTY OF CANYON

ON THIS 2<sup>nd</sup> DAY OF August IN THE YEAR 2006, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED, LAWRENCE S. NELSON KNOWN TO ME TO BE THE PRESIDENT OF THE CORPORATION THAT EXECUTED THIS INSTRUMENT AND THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

[Signature]  
MATT GRENKE

RESIDING AT: STAR

MY COMMISSION EXPIRES ON: 07/09/11

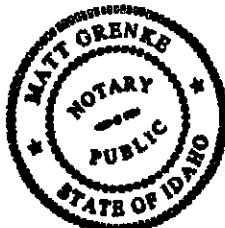


EXHIBIT "A"

PARCEL 3: (Golf Club House)

A parcel of land being a portion of the East Half of the Southwest Quarter and a portion of Government Lot 3 and a portion of Government Lot 4 of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northwest corner of said Government Lot 3, (West Quarter corner), said corner monumented with a 3 inch diameter aluminum disk; thence North 89° 22' 22" East a distance of 40.01 feet along the northerly boundary of said Government Lot 3 to a point; thence South 00° 47' 33" West a distance of 650.35 feet along a line that is 40.00 feet east of and parallel with the westerly boundary of said Government Lot 3 to a point; thence South 81° 20' 30" East a distance of 122.04 feet to a point; thence through a curve to the left with a central angle of 32° 12' 34", a radius of 250.00 feet, and a long chord which bears North 82° 33' 14" East a distance of 138.70 feet to a point; thence North 66° 26' 57" East a distance of 109.14 feet to a point; thence through a curve to the right with a central angle of 33° 01' 47", a radius of 190.00 feet, and a long chord which bears North 82° 57' 50" East a distance of 108.02 feet to a point; thence South 80° 31' 16" East a distance of 89.75 feet to a point; thence South 72° 18' 50" East a distance of 111.56 feet to a point; thence South 68° 34' 22" East a distance of 368.35 feet to a point; thence South 85° 20' 04" East a distance of 101.79 feet to a point; thence South 36° 36' 26" East a distance of 66.94 feet to a point; thence South 65° 59' 23" East a distance of 306.89 feet to the POINT OF BEGINNING; thence North 85° 33' 07" East a distance of 316.04 feet to a point; thence South 59° 05' 13" East a distance of 380.54 feet to a point; thence South 30° 21' 16" West a distance of 401.68 feet to a point; thence through a curve to the right with a central angle of 90° 00' 00", a radius of 20.00 feet, and a long chord which bears South 75° 21' 16" West a distance of 28.28 feet to a point; thence North 59° 38' 44" West a distance of 459.85 feet to a point; thence North 03° 49' 09" West a distance of 292.72 feet to the POINT OF BEGINNING.

PARCEL 4: (Golf Parcel C)

This parcel is a portion of the Southwest of Section 31, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the southeast corner of said Southwest, (South Quarter corner), said corner monumented with a 5/8-inch iron pin; thence South 88° 42' 53" West a distance of 210.20 feet along the south boundary of the Southeast Quarter of the Southwest to a point; thence North 07° 15' 20" East a distance of 30.34 feet to the POINT OF BEGINNING; thence South 88° 42' 53" West a distance of 497.44 feet parallel with and 30.00 feet north of the south boundary of the Southeast Quarter of the Southwest Quarter to a point on the easterly boundary of Lookout Basin at Hunter's Point Planned Unit Development "A Golf Community"; thence along the easterly boundary of said Lookout Basin at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence North 01° 17' 07" West a distance of 117.27 feet to the beginning of a curve; thence along said curve turning to the left through an angle of 20° 06' 56", having a radius of 740.50 feet, and whose long chord bears North 11° 20' 35" West a distance of 258.64 feet to a point; thence

North 21° 24' 03" West a distance of 145.84 feet to the beginning of a curve; thence  
 along said curve turning to the right through an angle of 51° 45' 19", having a radius of  
 467.00 feet, and whose long chord bears North 04° 28' 37" East a distance of 407.64 feet  
 to a point; thence  
 North 30° 21' 16" East a distance of 98.45 feet to a point; thence  
 North 59° 38' 44" West a distance of 103.00 feet to a point; thence leaving said easterly  
 boundary  
 North 30° 21' 16" East a distance of 411.85 feet along the road right of way to the  
 beginning of a curve; thence  
 along said curve turning to the right through an angle of 90° 00' 00", having a radius of  
 20.00 feet, and whose long chord bears North 75° 21' 16" East a distance of 28.28 feet to  
 a point; thence  
 along said right of way the following course and distances; thence  
 South 59° 38' 44" East a distance of 72.06 feet to the beginning of a curve; thence  
 along said curve turning to the left through an angle of 28° 56' 25", having a radius of  
 189.50 feet, and whose long chord bears South 74° 06' 56" East a distance of 94.70 feet  
 to a point; thence  
 South 88° 35' 08" East a distance of 153.55 feet to the beginning of a curve; thence  
 along said curve turning to the right through an angle of 30° 34' 17", having a radius of  
 115.00 feet, and whose long chord bears South 73° 18' 00" East a distance of 60.64 feet  
 to a point; thence  
 South 58° 00' 51" East a distance of 139.48 feet to the beginning of a curve; thence  
 along said curve turning to the left through 17° 03' 35", having a radius of 177.00 feet,  
 and whose long chord bears South 66° 32' 39" East a distance of 52.51 feet to the  
 beginning of a curve; thence  
 along said curve turning to the right through an angle of 66° 21' 14", having a radius of  
 20.00 feet, and whose long chord bears South 41° 53' 49" East a distance of 21.89 feet to  
 a point; thence  
 South 08° 43' 12" East a distance of 196.92 feet to a point on the northerly boundary of  
 South Basin at Hunter's Point Planned Unit Development "A Golf Community"; thence  
 along the northerly and westerly boundaries of said Lookout Basin at Hunter's Point  
 Planned Unit Development "A Golf Community" the following course and distances;  
 thence  
 South 86° 49' 32" West a distance of 109.17 feet to a point; thence  
 South 08° 43' 12" East a distance of 91.79 feet to a point; thence  
 South 05° 39' 21" West a distance of 414.88 feet to a point; thence  
 South 07° 15' 20" West a distance of 506.56 feet to the POINT OF BEGINNING.

#### PARCEL 5: (Golf Parcel D)

This parcel is a portion of the Southwest Quarter of Section 31, Township 3 North, Range  
 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described  
 as follows:

COMMENCING at the northwest corner of said Southwest Quarter, (West Quarter  
 corner), said corner monumented with an aluminum disk; thence  
 North 89° 22' 22" East a distance of 40.01 feet along the north boundary of said  
 Southwest Quarter to a point; thence  
 South 00° 47' 33" West a distance of 50.01 feet parallel with and 40.00 feet east of the  
 west boundary of said Southwest Quarter to the POINT OF BEGINNING; thence  
 North 89° 22' 22" East a distance of 982.38 feet parallel with and 50.00 feet south of the  
 north boundary of said Southwest to a point on the west boundary of North Slope at  
 Hunter's Point Planned Unit Development "A Golf Community"; thence  
 South 00° 01' 06" East a distance of 124.29 feet along said west boundary to the  
 southwest corner of said North Slope at Hunter's Point Planned Unit Development "A  
 Golf Community"; thence  
 along the southerly boundary of said North Slope at Hunter's Point Planned Unit  
 Development "A Golf Community" the following course and distances; thence  
 South 70° 52' 03" East a distance of 422.62 feet to a point; thence

South 66° 04' 11" East a distance of 908.23 feet to the southeast corner of said North Slope at Hunter's Point Planned Unit Development "A Golf Community", said point also being a point on the westerly boundary of Sunrise Crossing at Hunter's Point Planned Unit Development "A Golf Community"; thence along the westerly boundary of said Sunrise Crossing at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence South 00° 11' 03" West a distance of 98.62 feet to the beginning curve; thence along said curve turning to the right through an angle of 30° 13' 08", having a radius of 372.00 feet, and whose long chord bears South 15° 14' 42" West a distance of 193.93 feet to a point; thence leaving said westerly boundary South 30° 21' 16" West a distance of 151.83 feet to a point; thence South 28° 10' 22" West a distance of 52.54 feet to a point; thence South 30° 21' 16" West a distance of 1.67 feet to a point; thence North 59° 05' 13" West a distance of 380.60 feet to the northeast corner of The Rim at Hunter's Point Planned Unit Development "A Golf Community"; thence along the northerly boundary of said The Rim at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence South 85° 33' 07" West a distance of 316.04 feet to a point; thence North 65° 59' 23" West a distance of 306.90 feet to a point; thence North 36° 36' 26" West a distance of 66.94 feet to a point; thence North 85° 20' 04" West a distance of 101.79 feet to a point; thence North 68° 34' 22" West a distance of 368.35 feet to a point; thence North 72° 18' 50" West a distance of 111.56 feet to a point; thence North 80° 31' 16" West a distance of 89.75 feet to the beginning of a curve; thence along said curve turning to the left through an angle of 33° 01' 47", having a radius of 190.00 feet, and whose long chord bears South 82° 57' 50" West a distance of 108.02 feet to a point; thence South 66° 26' 57" West a distance of 109.14 feet to the beginning of a curve; thence along said curve turning to the right through an angle of 32° 12' 34", having a radius of 250.00 feet, and whose long chord bears South 82° 33' 14" West a distance of 138.70 feet to a point; thence North 81° 20' 30" West a distance of 122.04 feet to a point; thence North 00° 47' 33" East a distance of 600.34 feet parallel with and 40.00 feet east of the west boundary of said Southwest Quarter to the POINT OF BEGINNING.

EXCEPTING the following parcel:

COMMENCING at the Northeast corner of said Northeast Quarter of the Southwest Quarter, (center Quarter corner), said corner monumented with a 3 inch diameter aluminum disk; thence South 89° 22' 22" West a distance of 1323.51 feet along the northerly boundary of said Northeast Quarter of the Southwest Quarter to the Northeast corner of Government Lot 3 of said Section 31, said corner lies North 89° 22' 22" East a distance of 1418.65 feet from the Northwest corner of said Government Lot 3, (West Quarter corner); thence South 0° 18' 28" East a distance of 1009.04 feet along the easterly boundary of said Government Lot 3 to a point; thence North 89° 41' 32" East a distance of 601.78 feet at right angles to the easterly boundary of said Government Lot 3 to the POINT OF BEGINNING, said point monumented with a 5/8 inch diameter iron pin; thence South 78° 30' 40" East a distance of 84.23 feet to a 5/8 inch diameter iron pin; thence South 0° 44' 33" East a distance of 101.91 feet to a 5/8 inch diameter iron pin; thence North 68° 22' 18" West a distance of 116.83 feet to a 5/8 inch diameter iron pin; thence North 18° 07' 00" East a distance of 79.56 feet to the POINT OF BEGINNING.

#### PARCEL 6: (Golf Parcel E)

This parcel is a portion of the Southwest Quarter of Section 31, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the northwest corner of said Southwest Quarter, (West Quarter corner), said corner monumented with an aluminum disk; thence South 00° 47' 33" West a distance of 1001.13 feet along the west boundary of said Southwest Quarter to a point; thence South 88° 11' 42" East a distance of 25.01 feet to the POINT OF BEGINNING; thence along the southerly boundary of The Rim at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence South 88° 11' 42" East a distance of 977.70 feet to a point; thence South 46° 19' 50" East a distance of 30.07 feet to a point; thence South 02° 48' 28" East a distance of 300.93 feet to a point; thence North 88° 28' 05" East a distance of 454.80 feet to a point; thence leaving said southerly boundary South 55° 37' 48" East a distance of 83.25 feet to a point on the westerly boundary of Lookout Ridge at Hunter's Point Planned Unit Development "A Golf Community"; thence along the westerly boundary of said Lookout Ridge at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence South 00° 36' 31" East a distance of 892.89 feet to a point; thence South 64° 14' 40" East a distance of 37.09 feet to a point; thence leaving said westerly boundary South 00° 17' 14" East a distance of 281.05 feet to a point; thence South 88° 42' 53" West a distance of 160.53 feet parallel with and 30.00 feet north of the south boundary of the Southeast Quarter of the Southwest to a point on the east boundary of the Southwest Quarter of the Southwest Quarter; thence South 88° 40' 05" West a distance of 1443.58 feet parallel with and 30.00 feet north of the south boundary of the Southwest Quarter of the Southwest Quarter to a point; thence North 00° 47' 33" East a distance of 1614.28 feet parallel with and 25.00 feet east of the west boundary of said Southwest Quarter to the POINT OF BEGINNING.

**PARCEL 7: (Golf Parcel F)**

This parcel is a portion of the Southwest of Section 31, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the northwest corner of said Southwest Quarter, (West Quarter corner), said corner monumented with an aluminum disk; thence North 89° 22' 22" East a distance of 40.01 feet along the north boundary of said Southwest Quarter to a point; thence South 00° 47' 33" West a distance of 50.01 feet parallel with and 40.00 feet east of the west boundary of said Southwest Quarter to a point; thence North 89° 22' 22" East a distance of 982.38 feet parallel with and 50.00 feet south of the north boundary of Southwest Quarter to a point on the west boundary of North Slope at Hunter's Point Planned Unit Development "A Golf Community"; thence South 00° 01' 06" East a distance of 124.29 feet along said west boundary to the southwest corner of said North Slope at Hunter's Point Planned Unit Development "A Golf Community"; thence along the southerly boundary of said North Slope at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence South 70° 52' 03" East a distance of 422.62 feet to a point; thence South 66° 04' 11" East a distance of 908.23 feet to the southeast corner of said North Slope at Hunter's Point Planned Unit Development "A Golf Community", said point also being a point on the westerly boundary of Sunrise Crossing at Hunter's Point Planned Unit Development "A Golf Community"; thence along the westerly boundary of said Sunrise Crossing at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence South 00° 11' 03" West a distance of 98.62 feet to the beginning curve; thence along said curve turning to the right through an angle of 24° 00' 53", having a radius of 372.00 feet, and whose long chord bears South 12° 08' 35" West a distance of 154.78 feet

to a point; thence leaving said westerly boundary  
 South 62° 18' 57" East a distance of 56.09 feet to the POINT OF BEGINNING, said  
 point being a point on the southerly boundary of Sunrise Crossing;  
 thence along the southerly boundary of said Sunrise Crossing at Hunter's Point Planned  
 Unit Development "A Golf Community" the following course and distances; thence  
 South 62° 18' 57" East a distance of 239.62 feet to a point; thence  
 South 88° 35' 08" East a distance of 73.03 feet to a point on the right of way and the  
 beginning of a curve; thence  
 along said right of way the following courses and distances; thence  
 along said curve turning to the right through an angle of 05° 19' 46", having a radius of  
 400.00 feet, and whose long chord bears South 13° 22' 44" West a distance of 37.19 feet  
 to a point; thence  
 South 22° 29' 37" West a distance of 35.61 feet to a point; thence  
 South 16° 02' 37" West a distance of 17.51 feet to the beginning of a curve; thence  
 along said curve turning to the right through 86° 37' 54", having a radius of 20.00 feet,  
 and whose long chord bears South 59° 21' 34" West a distance of 27.44 feet to the  
 beginning of a curve; thence  
 along said curve turning to the left through an angle of 11° 15' 40", having a radius of  
 177.50 feet, and whose long chord bears North 82° 57' 19" West a distance of 34.83 feet  
 to a point; thence  
 North 88° 35' 08" West a distance of 140.04 feet to the beginning of a curve; thence  
 along said curve turning to the right through an angle of 28° 56' 25", having a radius of  
 122.50 feet, and whose long chord bears North 74° 06' 56" West a distance of 61.22 feet  
 to a point; thence  
 North 59° 38' 44" West a distance of 74.06 feet to the beginning of a curve; thence  
 along said curve turning to the right through an angle of 90° 00' 00", having a radius of  
 20.00 feet, and whose long chord bears North 14° 38' 44" West a distance of 28.28 feet to  
 a point; thence  
 North 30° 21' 16" East a distance of 99.33 feet to the beginning of a curve; thence  
 along said curve turning to the left through an angle of 05° 44' 29", having a radius of  
 428.00 feet, and whose long chord bears North 27° 29' 02" East a distance of 42.87 feet  
 to the POINT OF BEGINNING.

**PARCEL 8: (Golf Parcel G)**

This parcel is a portion of the Southwest Quarter of Section 31, Township 3 North, Range  
 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described  
 as follows:

COMMENCING at the northwest corner of said Southwest Quarter, (West Quarter  
 corner), said corner monumented with an aluminum disk; thence  
 North 89° 22' 22" East a distance of 2742.16 feet along the north boundary of said  
 Southwest Quarter to the northeast corner of said Southwest Quarter; thence  
 South 00° 17' 14" East a distance of 1187.70 feet along the east boundary of said  
 Southwest Quarter to the POINT OF BEGINNING; thence continuing along said east  
 boundary  
 South 00° 17' 14" East a distance of 121.64 feet to a point on the northerly right of way;  
 thence  
 along the northerly and easterly right of way the following courses and distances; thence  
 South 88° 59' 36" West a distance of 13.25 feet to the beginning of a curve; thence  
 along said curve turning to the right through an angle of 32° 59' 32", having a radius of  
 122.00 feet, and whose long chord bears North 74° 30' 37" West a distance of 69.28 feet  
 to a point; thence  
 North 58° 00' 51" West a distance of 94.12 feet to the beginning of a curve; thence  
 along said curve turning to the right through an angle of 74° 03' 28", having a radius of  
 20.00 feet, and whose long chord bears North 20° 59' 07" West a distance of 24.09 feet to  
 a point; thence  
 North 16° 02' 37" East a distance of 44.87 feet to a point; thence  
 North 09° 31' 35" East a distance of 35.24 feet to a point; thence  
 South 72° 36' 39" East a distance of 156.80 feet to the POINT OF BEGINNING.



Order No.: C0615405

REQUEST  
TYPE  deed  FEB 9 -

TimeOne

BY  [Signature]   
C NOEL HALEG  
CANYON COUNTY RECORDER

2006 AUG 14 PM 4 59

RECORDED

200666361

Parcel 19  
21

## WARRANTY DEED

### FOR VALUE RECEIVED,

NELSON-DEPPE INC., AN IDAHO CORPORATION

The Grantor(s), do(es) hereby grant, bargain sell and convey unto

GREG O. BULLOCK AND JEANETTE BULLOCK, HUSBAND AND WIFE

whose current address is 504 BAYHILL DRIVE, NAMPA ID 83686

the Grantee(s), the following described premises, in Canyon County, Idaho, TO WIT:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: 08/02/06

NELSON-DEPPE INC,

BY:  [Signature]

LAWRENCE S. NELSON, PRESIDENT

STATE OF IDAHO

COUNTY OF CANYON

ON THIS 2ND DAY OF AUGUST IN THE YEAR 2006, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED, LAWRENCE S. NELSON KNOWN TO ME TO BE THE PRESIDENT OF THE CORPORATION THAT EXECUTED THIS INSTRUMENT AND THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

[Signature]   
MATT GRENKE

RESIDING AT: STAR

MY COMMISSION EXPIRES ON: 07/09/11

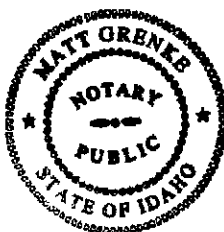


EXHIBIT "A"

PARCEL 2: (Remainder of The Rim)

A parcel of land being a portion of the East Half of the Southwest Quarter and a portion of Government Lot 3 and a portion of Government Lot 4 of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northwest corner of said Government Lot 3, (West Quarter corner), said corner monumented with a 3 inch diameter aluminum disk; thence North 89° 22' 22" East, a distance of 40.01 feet along the northerly boundary of said Government Lot 3 to a point; thence South 00° 47' 33" West a distance of 650.35 feet along a line that is 40.00 feet east of and parallel with the westerly boundary of said Government Lot 3 to a point; thence South 81° 20' 30" East a distance of 122.04 feet to a point; thence through a curve to the left with a central angle of 32° 12' 34", a radius of 250.00 feet, and a long chord which bears North 82° 33' 14" East a distance of 138.70 feet to a point; thence North 66° 26' 57" East a distance of 109.14 feet to a point; thence through a curve to the right with a central angle of 33° 01' 47", a radius of 190.00 feet, and a long chord which bears North 82° 57' 50" East a distance of 108.02 feet to a point; thence South 80° 31' 16" East a distance of 89.75 feet to a point; thence South 72° 18' 50" East a distance of 111.56 feet to a point; thence South 68° 34' 22" East a distance of 368.35 feet to a point; thence South 85° 20' 04" East a distance of 101.79 feet to a point; thence South 36° 36' 26" East a distance of 66.94 feet to a point; thence South 65° 59' 23" East a distance of 149.97 feet to the POINT OF BEGINNING; thence continuing South 65° 59' 23" East a distance of 156.94 feet to a point; thence South 02° 49' 09" East a distance of 292.72 feet to a point; thence South 59° 38' 44" East a distance of 459.85 feet to a point; thence through a curve to the left with a central angle of 90° 00' 00", a radius of 20.00 feet, and a long chord which bears North 75° 21' 16" East a distance of 28.28 feet to a point; thence South 25° 53' 56" West a distance of 74.13 feet to a point; thence through a curve to the left with a central angle of 81° 05' 20", a radius of 20.00 feet, and a long chord which bears North 19° 06' 04" West a distance of 26.00 feet to a point; thence North 59° 38' 44" West a distance of 345.23 feet to a point; thence South 10° 32' 57" West a distance of 40.71 feet to a point; thence North 55° 37' 48" West a distance of 83.25 feet to a point; thence South 88° 28' 05" West a distance of 173.23 feet to a point; thence North 00° 47' 33" East a distance of 446.81 feet parallel with the west boundary of said Government Lot 3 to the POINT OF BEGINNING.

PARCEL 9: (Portion of South Basin)

This parcel is a portion of the Southwest of Section 31 Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

BEGINNING at the southeast corner of said Southwest Quarter, (South Quarter corner), said corner monumented with a 5/8 inch iron pin; thence  
South 88° 42' 53" West a distance of 210.20 feet along the south boundary of the Southeast Quarter of the Southwest Quarter to a point; thence  
North 07° 15' 20" East a distance of 536.90 feet to a point; thence  
North 05° 39' 21" East a distance of 414.88 feet to a point; thence  
North 08° 43' 12" West a distance of 91.79 feet to a point; thence  
North 86° 49' 32" East a distance of 110.32 feet to a point on the east boundary of said Southwest Quarter; thence  
South 00° 17' 14" East a distance of 1037.59 feet to the POINT OF BEGINNING.

Parcel (20) - (21)

200637595

RECORDED

2006 MAY 16 PM 4 27

G NOEL MALES  
CANYON COUNTY RECORDER  
BY [Signature]

REQUEST  
TYPE DD SEE 15  
TITLEONE



www.titleonecorp.com

Order No.: C0614483

MGT

## CORPORATION WARRANTY DEED

For Value Received NELSON-DEPPE, INC., AN IDAHO CORPORATION

A Corporation duly organized and existing under the laws of the State of IDAHO hereby Grant, Bargain, Sell and Convey unto GREGORY O. BULLOCK and JEANETTE E. BULLOCK, HUSBAND AND WIFE

Whose current address is: 504 BAYHILL DRIVE, NAMPA ID 83686

The following described real estate, to wit:

SEE ATTACHED EXHIBIT "A"

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

The Grantor does hereby covenant to and with the said Grantees, that it is the owner in fee simple of said premises; that it is free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantor; and subject to restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, including irrigation and utility easements, (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. In constraining this Deed and where the context so requires, the singular includes the plural, and the masculine, includes the feminine and neuter.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed.

Dated: 05/15/06

NELSON-DEPPE, INC., by:

[Signature]  
LAWRENCE S. NELSON, it's PRESIDENT

STATE OF IDAHO

COUNTY OF CANYON

ON THIS 15TH DAY OF MAY IN THE YEAR 2006, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED, LAWRENCE S. NELSON KNOWN TO ME TO BE THE PRESIDENT OF THE CORPORATION THAT EXECUTED THIS INSTRUMENT AND THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

[Signature]  
MATT GRENKE  
RESIDING AT: STAR  
MY COMMISSION EXPIRES ON: 07/09/11



# TITLEONE CORPORATION

Authorized agent for:

## UNITED GENERAL TITLE INSURANCE COMPANY

Commitment Number: C0614483 TC/MG

### SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

#### PARCEL 1 (The Rim)

A parcel of land being a portion of the East Half of the Southwest Quarter and a portion of Government Lot 3 and a portion of Government Lot 4 of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at the Northwest corner of said Government Lot 3, (West Quarter corner) said corner monumented with a 3 inch diameter aluminum disk; thence

North 89° 22' 22" East, a distance of 40.01 feet along the northerly boundary of said Government Lot 3 to a point; thence

South 00° 47' 33" West, a distance of 650.35 feet along a line that is 40.00 feet east of and parallel with the westerly boundary of said Government Lot 3 to a point; thence

South 81° 20' 30" East, a distance of 122.04 feet to a point; thence through a curve to the left with a central angle of 32° 12' 34" a radius of 250.00 feet, and a long chord which bears North 82° 33' 14" East, a distance of 138.70 feet to a point; thence

North 66° 26' 57" East, a distance of 109.14 feet to a point; thence through a curve to the right with a central angle of 33° 01' 47", a radius of 190.00 feet, and a long chord which bears North 82° 57' 50" East, a distance of 108.02 feet to a point; thence

South 80° 31' 16" East, a distance of 89.75 feet to a point; thence

South 72° 18' 50" East, a distance of 111.56 feet to a point; thence

South 68° 34' 22" East, a distance of 368.35 feet to a point; thence

South 85° 20' 04" East, a distance of 101.79 feet to a point; thence

South 36° 36' 26" East, a distance of 66.94 feet to a point; thence

South 65° 59' 23" East, a distance of 149.97 feet to a point; thence

South 00° 47' 33" West, a distance of 446.81 feet parallel with the westerly boundary of said Government Lot 3 to a point; thence

South 88° 28' 05" West, a distance of 281.57 feet to a point; thence

North 02° 48' 28" West, a distance of 300.93 feet to a point; thence

North 46° 19' 50" West, a distance of 30.07 feet to a point; thence

North 88° 11' 42" West, a distance of 1002.71 feet to a point on the westerly boundary of said Government Lot 3; thence

North 00° 47' 33" East, a distance of 1001.16 feet parallel with the westerly boundary of said Government Lot 3 to the POINT OF BEGINNING.

An excepting from this above described parcel the following description:

A parcel of land being a portion of Government Lot 3 of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

# TITLEONE CORPORATION

Authorized agent for:

UNITED GENERAL TITLE INSURANCE COMPANY

Commitment Number: C0614483 TC/MG

## SCHEDULE C

(Continued)

COMMENCING at the Northeast corner of the Southwest Quarter of said section 31 (center Quarter corner), said corner monumented with a 3 inch diameter aluminum disk; thence South 89° 22' 22" West, a distance of 1323.51 feet along the northerly boundary of said Southwest Quarter to the Northeast corner of said Government Lot 3, said corner lies North 89° 22' 22" East, a distance of 1418.65 feet from the Northwest corner of said Government Lot 3, (West Quarter corner); thence South 0° 18' 26" East, a distance of 798.92 feet along the easterly boundary of said Government Lot 3 to a point; thence South 89° 41' 32" West, a distance of 287.26 feet at right angles to the easterly boundary of said Government Lot 3 to the POINT OF BEGINNING, said point monumented with a 5/8 inch diameter iron pin; thence South 36° 36' 26" East, a distance of 66.94 feet to a 1/2 inch diameter iron pin; thence South 66° 23' 26" East, a distance of 71.88 feet to a 1/2 inch diameter iron pin; thence South 09° 19' 27" West, a distance of 164.57 feet to a 1/2 inch diameter iron pin; thence North 85° 14' 23" West, a distance of 148.49 feet to the beginning of a tangent curve right, having a radius of 47.00 feet, said point monumented with a 1/2 inch diameter iron pin; thence a distance of 67.54 feet along the arc of said curve, having a central angle of 82° 20' 21" the long chord of which bears North 44° 04' 13" West, a distance of 61.88 feet to a 1/2 inch diameter iron pin; thence tangent to said curve, North 02° 54' 03" West, a distance of 33.76 feet to a 1/2 inch diameter iron pin; thence North 04° 16' 29" East, a distance of 163.15 feet to a 1/2 inch diameter iron pin; thence South 85° 20' 04" East, a distance of 101.79 feet to the POINT OF BEGINNING.

### PARCEL 2 (Lookout Ridge & Lookout Basin)

A parcel of land being a portion of the Southeast Quarter of the Southwest Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of said Southwest Quarter, (Section corner common to sections 31, 36, 1 and 6) said corner monumented with a 5/8 inch diameter iron pin; thence North 88° 40' 05" East, a distance of 1469.70 feet along the southerly boundary of Government Lot 4 of said section 31 to the Southeast corner of said Government Lot 4, said corner monumented with a 3 inch diameter brass disk; thence North 88° 42' 53" East, a distance of 390.96 feet along the southerly boundary of said Southeast Quarter of the Southwest Quarter to the POINT OF BEGINNING; thence North 05° 00' 53" East, a distance of 311.94 feet to a point; thence South 88° 55' 26" West, a distance of 259.77 feet to a point; thence North 64° 14' 40" West, a distance of 37.09 feet to a point; thence North 00° 36' 31" West, a distance of 892.89 feet to a point; thence North 10° 32' 57" East, a distance of 40.71 feet to a point; thence South 59° 38' 44" East, a distance of 337.23 feet to the beginning of a tangent curve right and having a radius of 20.00 feet; thence a distance of 31.42 feet along the arc of said curve through a central angle of 90° 00' 00", the long chord of

# **TITLEONE CORPORATION**

Authorized agent for:

**UNITED GENERAL TITLE INSURANCE COMPANY**

Commitment Number: C0614483 TC/MG

## **SCHEDULE C**

(Continued)

which bears South 14° 38' 44" East, a distance of 28.28 feet to a point; thence non tangent to said curve, North 30° 21' 16" East, a distance of 77.00 feet to a point; thence  
South 49° 01' 33" East, a distance of 56.98 feet to a point; thence  
South 59° 38' 44" East, a distance of 105.00 feet to a point; thence  
South 30° 21' 16" West, a distance of 98.45 feet to the beginning of a tangent curve left and having a radius of 467.00 feet; thence  
a distance of 421.84 feet along the arc of said curve through a central angle of 51° 45' 19", the long chord of which bears South 04° 28' 37" West, a distance of 407.64 feet to a point; thence tangent to said curve, South 21° 24' 03" East, a distance of 145.84 feet to the beginning of a tangent curve right and having a radius of 740.50 feet; thence  
a distance of 259.98 feet along the arc of said curve through a central angle of 20° 06' 56" the long chord of which bears South 11° 20' 35" East, a distance of 258.64 feet to a point; thence  
South 01° 17' 07" East, a distance of 147.27 feet to a point on the southerly boundary of said Southeast Quarter of the Southwest Quarter; thence  
South 88° 42' 53" West, a distance of 228.66 feet along the southerly boundary of said Southeast Quarter of the Southwest Quarter to the POINT OF BEGINNING.

Map 7221 22

200609026

RECORDED

2006 FEB 7 PM 4 32

G NOEL HALES  
CANYON CITY RECORDER

REQUEST  
TYPE 2nd FEE 6.  
TITLEONE



www.titleonecorp.com

Order No.: C0512469

## CORPORATION WARRANTY DEED

For Value Received NELSON-DEPPE, INC., AN IDAHO CORPORATION

A Corporation duly organized and existing under the laws of the State of IDAHO hereby Grant, Bargain, Sell and Convey unto GREG BULLOCK, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY,

Whose current address is: 504 BAYHILL DRIVE, NAMPA ID 83686

The following described real estate, to wit:

SEE ATTACHED EXHIBIT "A"

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

The Grantor does hereby covenant to and with the said Grantees, that it is the owner in fee simple of said premises; that it is free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, including irrigation and utility easements, (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. In constraining this Deed and where the context so requires, the singular includes the plural, and the masculine, includes the feminine and neuter.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed.

Dated: 02/02/06

NELSON-DEPPE, INC., by:

L.S. Nelson

L.S. NELSON, It's PRESIDENT

STATE OF IDAHO

COUNTY OF CANYON

ON THIS 3<sup>rd</sup> DAY OF FEBRUARY IN THE YEAR 2006, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED, L.S. NELSON KNOWN TO ME TO BE THE PRESIDENT OF THE CORPORATION THAT EXECUTED THIS INSTRUMENT AND THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Matt Grenke

MATT GRENKE  
RESIDING AT: STAR  
MY COMMISSION EXPIRES ON: 07/09/11



## EXHIBIT "A"

### PARCEL 1

A parcel of land being a portion of Government Lot 3 of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of the Southwest Quarter of said Section 31, (center Quarter corner), said corner monumented with a 3 inch diameter aluminum disk; thence South 89°22'22" West, a distance of 1323.51 feet along the Northerly boundary of said Southwest Quarter to the Northeast corner of said Government Lot 3, said corner lies North 89°22'22" East, a distance of 1418.65 feet from the Northwest corner of said Government Lot 3, (West Quarter corner); thence South 0°18'28" East, a distance of 798.92 feet along the Easterly boundary of said Government Lot 3 to a point; thence South 89°41'32" West, a distance of 287.26 feet at right angles to the Easterly boundary of said Government Lot 3 to the POINT OF BEGINNING, said point monumented with a 5/8 inch diameter iron pin; thence South 36°36'26" East, a distance of 66.94 feet to a 1/2 inch diameter iron pin; thence South 66°23'26" East, a distance of 71.88 feet to a 1/2 inch diameter iron pin; thence South 09°19'27" West, a distance of 164.57 feet to a 1/2 inch diameter iron pin; thence North 85°14'23" West, a distance of 148.49 feet to the beginning of a tangent curve right, having a radius of 47.00 feet, said point monumented with a 1/2 inch iron pin; thence a distance of 67.54 feet along the arc of said curve, having a central angle of 82°20'21", the long chord of which bears North 44°04'13" West, a distance of 61.88 feet to a 1/2 inch diameter iron pin; thence tangents to said curve, North 2°54'03" West, a distance of 33.76 feet to a 1/2 inch diameter iron pin; thence North 04°16'29" East, a distance of 163.15 feet to a 1/2 inch diameter iron pin; thence South 85°20'04" East, a distance of 101.79 feet to the POINT OF BEGINNING.

### PARCEL 2

A 28.00 foot wide strip of land over and across an existing paved driveway, for the purposes of ingress/egress. Said strip of land located in a portion of the Northwest Quarter of the Southwest Quarter and in a portion of Government Lot 3 of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

Commencing at the Northeast corner of the Southwest Quarter of said section 31, (center Quarter corner) said corner monumented with a 3 inch diameter aluminum disk; thence South 89° 22' 22" West, a distance of 1154.75 feet along the northerly boundary of said Southwest Quarter to the POINT OF BEGINNING, said point lies North 89° 22' 22" East, a distance of 168.76 feet from the Northeast corner of said Government Lot 3; thence South 0° 16' 07" East, a distance of 1020.76 feet to a Point; thence North 89° 52' 56" East, a distance of 429.66 feet to a point; thence South 18° 07' 00" West, a distance of 57.10 feet to a point; thence North 69° 37' 11" West, a distance of 74.91 feet to a point; thence South 89° 52' 56" West, a distance of 889.38 feet to a point; thence North 0° 07' 04" West, a distance of 28.00 feet to a point; thence North 89° 52' 56" East, a distance of 519.75 feet to a point; thence North 0° 16' 07" West, a distance of 1020.51 feet to a point on the northerly boundary of said Southwest Quarter; thence North 89° 22' 22" East, a distance of 28.00 feet along the northerly boundary of said Southwest Quarter to the POINT OF BEGINNING.

Exhibit "A"

Legal Description

Paral (23)

200629360

RECORDED

2006 APR 20 PM 4 35

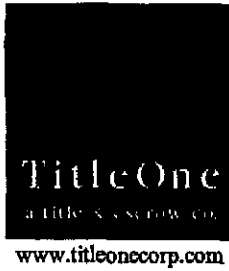
G NOEL HALE

CANYON COUNTY RECORDER

BY

TIMEONE

REQUEST  
TIME  
FEE 6.00



Order No.: C0613513

### CORPORATION WARRANTY DEED

For Value Received NELSON-DEPPE, INC., AN IDAHO CORPORATION

A Corporation duly organized and existing under the laws of the State of IDAHO hereby Grant, Bargain, Sell and Convey unto GREGORY O. BULLOCK and JEANETTE E. BULLOCK, HUSBAND AND WIFE,

Whose current address is: 504 BAYHILL DRIVE, NAMPA ID 83686

The following described real estate, to wit:

SEE ATTACHED EXHIBIT "A"

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

The Grantor does hereby covenant to and with the said Grantees, that it is the owner in fee simple of said premises; that it is free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, including irrigation and utility easements, (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. In constraining this Deed and where the context so requires, the singular includes the plural, and the masculine, includes the feminine and neuter.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed.

Dated: 04/20/06

NELSON-DEPPE, INC., by:

L S Nelson  
LAWRENCE S. NELSON, It's PRESIDENT

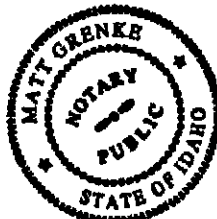
STATE OF IDAHO

COUNTY OF CANYON

ON THIS 20TH DAY OF APRIL IN THE YEAR 2006, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED, LAWRENCE S. NELSON KNOWN TO ME TO BE THE PRESIDENT OF THE CORPORATION THAT EXECUTED THIS INSTRUMENT AND THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Matt Grenke  
MATT GRENKE  
RESIDING AT: STAR  
MY COMMISSION EXPIRES ON: 07/09/11



## EXHIBIT "A"

### PARCEL 2

A parcel of land being a portion of the Northeast Quarter of the Southwest Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of said Northeast Quarter of the Southwest Quarter (center quarter corner) said corner monumented with a 3 inch diameter aluminum disk; thence South 89° 22' 22" West, a distance of 1323.51 feet along the northerly boundary of said Northeast Quarter of the Southwest Quarter to the Northeast corner of Government Lot 3 of said Section 31 said corner lies North 89° 22' 22" East, a distance of 1418.65 feet from the Northwest corner of said Government Lot 3 (west quarter corner); thence South 0° 18' 28" East, a distance of 1009.04 feet along the easterly boundary of said Government Lot 3 to a point; thence North 89° 41' 32" East, a distance of 601.78 feet at right angles to the easterly boundary of said Government Lot 3 to the POINT OF BEGINNING, said point monumented with a 5/8 inch diameter iron pin; thence South 78° 30' 40" East, a distance of 84.23 feet to a 5/8 inch diameter iron pin; thence South 0° 44' 33" East, a distance of 101.91 feet to a 5/8 inch diameter iron pin; thence North 68° 22' 18" West, a distance of 116.83 feet to a 5/8 inch diameter iron pin; thence North 18° 07' 00" East, a distance of 79.56 feet to the POINT OF BEGINNING.

### PARCEL 2A

#### Ingress-Egress Easement:

A 28.00 foot wide strip of land over and across an existing paved driveway, intended to be a temporary across for the purposes of ingress/egress.

Said strip of land located in a portion of the Northwest Quarter of the Southwest Quarter and in a portion of Government Lot 3 of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of the Southwest Quarter of said Section 31 (center quarter corner) said corner monumented with a 3 inch diameter aluminum disk; thence South 89° 22' 22" West, a distance of 1154.75 feet along the northerly boundary of said Southwest Quarter to the POINT OF BEGINNING, said point lies North 89° 22' 22" East, a distance of 168.78 feet from the Northeast corner of said Government Lot 3; thence South 0° 16' 07" East, a distance of 1020.76 feet to a point; thence North 89° 52' 56" East, a distance of 429.66 feet to a point; thence South 18° 07' 00" West, a distance of 57.10 feet to a point; thence North 69° 37' 11" West, a distance of 74.91 feet to a point; thence South 89° 52' 56" West, a distance of 889.38 feet to a point; thence North 0° 07' 04" West, a distance of 28.00 feet to a point; thence North 89° 52' 56" East, a distance of 519.75 feet to a point; thence North 0° 16' 07" West, a distance of 1020.51 feet to a point on the northerly boundary of said Southwest Quarter; thence North 89° 22' 22" East, a distance of 28.00 feet along the northerly boundary of said Southwest Quarter to the POINT OF BEGINNING.

Exhibit "A"

Legal Description

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED  
AUG 25 2006  
WATER RESOURCES  
WESTERN 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): <sup>32846</sup>63-3028; <sup>32848</sup>63-8498; <sup>32850</sup>63-11805; 63-3066; 63-3067; 63-28226,  
63-28120

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

Hopkins Northwest Fund, LLC

910 E. Carol Street

Meridian, Idaho 83680

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

Hunter's Point Development Corporation;

Hunter's Point Golf Community, LLC

Gregory O. Bullock; Jeanette E. Bullock.

5. Expiration Date of Notification Period

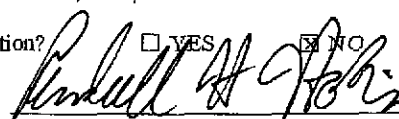
07/31/2011

6. Is this a Renewal of Request for Notification?

☐ YES

☒ NO

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



Randall H. Hopkins, Manager - Member

**For Office Use Only**

Received by lg

Date

8-25-06

Fee

\$175-

Receipted by lg

Date

8-28-06

Receipt No.

W034105

Processed by lg

AJ

Date

9-17-07

WR

Date

0615433

WHEN RECORDED RETURN TO:

Hopkins Financial Services, Inc.  
910 E. Carol Street  
Meridian, ID 83642  
ATTN: Beth Engroff

DEED OF TRUST  
AND  
SECURITY AGREEMENT

RECORDED  
2006 AUG 14 PM 4:00  
CANYON  
BY  
MICHAEL HALE  
MICHAELSON

200666364

THIS DEED OF TRUST AND SECURITY AGREEMENT, ("Deed of Trust"), is made as of the 14<sup>th</sup> day of August, 2006, by and among HUNTER'S POINT GOLF COMMUNITY, LLC, an Idaho limited liability company, HUNTER'S POINT DEVELOPMENT CORPORATION, an Idaho corporation, GREGORY O. BULLOCK and JEANETTE E. BULLOCK, husband and wife, (jointly "Grantor"), whose address is 504 Bayhill Drive, Nampa, Idaho 83686; TITLEONE CORPORATION, ("Trustee"), whose address is 310 12<sup>TH</sup> Avenue, Nampa, Idaho 83686; and HOPKINS NORTHWEST FUND, L.L.C., an Idaho limited liability company, ("Beneficiary"), whose address is 910 E. Carol Street, Meridian, Idaho 83642.

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness acknowledged, Grantor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, the real property, located in the County of Canyon, State of Idaho, described in Exhibit "A" attached hereto and by this reference incorporate herein, (the "Property");

(For purposes of compliance with Idaho Code §45-1502(5), Grantor acknowledges that the Property is located within the incorporated city limits of the City of Nampa, Idaho).

TOGETHER WITH, all leasehold estate, right, title and interest of Grantor in and to all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Grantor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payment of similar nature;

TOGETHER WITH, all right, title and interest of Grantor in and to all options to purchase or lease the Property or any portion thereof or interest therein, and any greater estate in the Property owned or hereafter acquired;

TOGETHER WITH, all interests, estate or other claims, both in law and in equity, which Grantor now has or may hereafter acquire in the Property;

DEED OF TRUST 2 - IDAHO  
July 31, 2006

TOGETHER WITH, all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH, all water rights appurtenant to the Property or utilized in connection therewith, and all shares of stock evidencing the same, including but not limited to those water rights evidenced by Idaho Department of Water Resource License Nos. 63-3028, 63-8498, 63-11505, 63-3066, 63-3067, Domestic Right Nos. 63-28226 and 63-28120, together with all water rights in (i) the Boise-Kuna Irrigation District, including, but not limited to, Assessment No. BK119 for 25.6 acres, and (ii) the Nampa-Meridian Irrigation District, including, but not limited to, Assessment No. 2063B- for 43.13 acres, (collectively "Water Rights").

TOGETHER WITH, all right, title and interest of Grantor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and other land adjacent to or used in connection with the Property;

TOGETHER WITH, any and all buildings and improvements now or hereafter erected thereon, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings and improvements (the "Improvements");

TOGETHER WITH, all right, title and interest of Grantor in and to all tangible personal property (the "Personal Property"), owned by Grantor and now or at any time hereafter located on or at the Property or used in connection therewith, including, but not limited to: all building materials and supplies, Plans (as defined by the Master Credit Agreement of even date herewith), water rights associated with the Property to the extent the same are considered personalty, permits, consents, approvals, licenses, authorizations and other rights granted by, given by, or obtained from any governmental entity with respect to the Property, all deposits or other security now or hereafter made with or given to utility companies by Borrower with respect to the Property; all advance payments of insurance premiums made by Borrower with respect to the Property, all insurance proceeds, and all Common Area Contract Proceeds (as defined by the Master Credit Agreement);

TOGETHER WITH, all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Grantor now has or may hereafter acquire in the Property, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Trust Estate, including without limitation any awards resulting from a change of grade of streets and awards for severance damages; and

TOGETHER WITH, all right, title, and interest of Grantor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, any of the property described herein above, hereafter acquired by, or released to Grantor or constructed, assembled or placed by Grantor on the above described real property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further grant, conveyance, assignment or other act by Grantor, the same shall become part of the Property and Improvements secured by this Deed of Trust as fully and completely and with the same effect as though now owned by Grantor and specifically described in the

granting clause hereof, to have and to hold the same to Trustee and the successors, heirs, executors, administrators or assigns of Trustee forever; and

The entire estate, property and interest hereby conveyed to Trustee may hereafter be referred to as the "Trust Estate."

To the extent that the Trust Estate consists of fixtures, personal property or other property in which a security interest may be granted under the Idaho Uniform Commercial Code, this Deed of Trust shall constitute a Security Agreement, and Grantor hereby grants to Beneficiary a security interest in such property. In the event of a default hereunder, Beneficiary may exercise its rights and remedies under the Idaho Uniform Commercial Code or any rights and remedies hereunder with respect to such property.

FOR THE PURPOSES OF SECURING:

A. The payment of all present and future loan disbursements made by Lender in connection with the indebtedness evidenced by that certain promissory note of even date herewith in the original principal amount of Twelve Million Four Hundred Thirty Thousand and No/100 Dollars (\$12,430,000.00), executed by Grantor in favor of Beneficiary, with final payment due August 9, 2011, and any extensions, renewals or modifications thereof (the "Note"), together with the interest thereon and any other charges as provided by the Note.

B. Payment of all sums advanced by Beneficiary to protect the Trust Estate, with interest thereon during the loan period at the rate, terms and conditions specified in the Note.

C. Payment of all other sums, with interest thereon, which may hereafter be loaned to Grantor, or its successors or assigns, by Beneficiary, when evidenced by a note or notes reciting that they are secured by this Deed of Trust.

D. Performance of Grantor's obligations and agreements contained in Grantor's loan application and the loan commitment issued by Beneficiary and executed by Grantor, and any such application and commitment between Grantor and any assignee of Beneficiary, which loan is secured hereby, and any modification or amendment thereof.

This Deed of Trust, the Note, and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby may hereafter be referred to as the "Loan Documents."

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, Grantor HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE 1  
COVENANTS AND AGREEMENTS OF GRANTOR

1.1 WARRANTY OF TITLE. Grantor warrants that Grantor holds good and marketable title

in fee simple to the Property and that the title to all the Trust Estate is clear, free and unencumbered, and Grantor shall forever warrant and defend the same to Beneficiary, against all claims whatsoever, except only as to those matters shown on Exhibit "B" attached hereto and incorporated herein by reference. Grantor agrees that any greater title to the Trust Estate hereafter acquired by Grantor during the term hereof shall be subject to the lien of this Deed of Trust. In addition, Grantor warrants that Grantor has the right to execute and deliver this Deed of Trust and has the right, power and authority to grant the security interest and to make the covenants made by Grantor herein.

**1.2 DEFENSE OF TITLE.** Grantor agrees to protect, preserve and defend its interest in the Trust Estate and title thereto; to defend this Deed of Trust in any action or proceeding affecting or purporting to affect the Trust Estate, the lien of this Deed of Trust thereon, and any of the rights of either Trustee or Beneficiary hereunder, and to pay all costs and expenses incurred by either Trustee or Beneficiary in connection with any such action or proceeding, including cost of evidence of title and reasonable attorneys' fees, whether any action or proceeding progresses to judgment and whether brought by or against Trustee or Beneficiary.

**1.3 PAYMENT OF SECURED OBLIGATIONS.** Grantor agrees to pay when due the principal of, and the interest on, the indebtedness evidenced by the Note, charges, fees and all other sums as provided in the Loan Documents, and the principal of, and interest on, any future advances secured by this Deed of Trust.

**1.4 MAINTENANCE, REPAIR, ALTERATIONS.** Grantor shall keep the Trust Estate in good condition and repair and shall not remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Improvements. Grantor shall complete promptly and in a good and workmanlike manner any building or other improvement which may be constructed on the Property and shall promptly restore in like manner any Improvements which may be damaged or destroyed thereon and shall pay when due all claims for labor performed and materials furnished in connection therewith. Grantor shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Trust Estate or any part thereof or requiring any alterations or improvements. Grantor shall not commit or permit any waste or deterioration of the Trust Estate, nor commit, suffer or permit any act to be done in or upon the Trust Estate in violation of any law, ordinance or regulation. Grantor shall keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold.

**1.5 REQUIRED INSURANCE.** Grantor shall at all times provide, maintain and keep in force the following policies of insurance:

**1.5.1.** Public Liability Insurance upon the Property, naming Beneficiary, and any other lending institutions identified by Beneficiary, as additional insured(s), with such limits as may from time to time be required by Beneficiary, but in any event such limits shall be not less than \$2,000,000.00 for personal injury and death, and \$500,000.00 for property damage;

**1.5.2** Insurance against loss or damage to all Improvements and the Personal Property, now existing or hereafter constructed, by fire and any of the risks covered by insurance of the type now

known as "fire and extended coverage" in an amount not less than the full replacement cost of the Improvements (exclusive of the cost of excavation, foundations, and footings below the lowest basement floor) and the Personal Property, whichever is greater; and with not more than \$10,000.00 deductible from the loss payable for any casualty. The policies of insurance carried in accordance with this Section 1.5.1 shall contain the "Replacement Cost Endorsement";

1.5.3 During the course of any construction or repair of Improvements on the Property, comprehensive public liability insurance (including coverage for elevators and escalators, if any, on the Trust Estate and, if any construction of new Improvements occurs after execution of this Deed of Trust, completed operations coverage for two years after construction of the Improvements has been completed) on an "occurrence basis" against claims for bodily injury, death or property damage occurring on, in or about the Trust Estate and the adjoining streets, sidewalks and passageways, such insurance to afford immediate minimum protection to a limit of not less than that required by Beneficiary with respect to personal injury or death to any one or more persons or damage to property;

1.5.4 During the course of any construction or repair of Improvements on the Property, workmen's compensation insurance (including employer's liability insurance, if requested by Beneficiary) for all employees of Grantor engaged on or with respect to the Trust Estate in such amount as is reasonably satisfactory to Beneficiary, or, if such limits are established by law, in such amounts;

1.5.5 During the course of any construction or repair of Improvements on the Property, builder's completed value risk insurance against "all risks of physical loss," including collapse and transit coverage, during construction of such Improvements, with deductibles not to exceed \$10,000.00, in non-reporting form, covering the total value of work performed and equipment, supplies and materials furnished. Said policy of insurance shall contain the "permission to occupy upon completion of work or occupancy" endorsement;

1.5.6 Such other insurance, and in such amounts, as may from time to time be required by Beneficiary against the same or other hazards.

All policies of insurance required by the terms of this Deed of Trust shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy, notwithstanding any act or negligence of Grantor which might otherwise result in forfeiture of said insurance, and the further agreement of the insurer waiving all rights of setoff, counterclaim or deductions against Grantor.

#### **1.6 DELIVERY OF POLICIES, PAYMENT OF PREMIUMS.**

1.6.1 All policies of insurance shall be issued by companies and in amounts satisfactory to Beneficiary. All policies of insurance shall have attached thereto a Lender's loss payable endorsement for the benefit of Beneficiary in form satisfactory to Beneficiary. Grantor shall furnish Beneficiary with an original policy of all policies of required insurance. In lieu of the actual policy, the issuing company may provide to Beneficiary a copy certified as follows: "This is a true and certified copy of the policy prepared for Hopkins Northwest Fund, L.L.C." If Beneficiary consents to Grantor providing any of the required insurance through blanket policies carried by Grantor and covering more than one location, the Grantor shall

furnish Beneficiary with a Certificate of Insurance for each such policy setting forth the coverage, the limits of liability, the name of the carrier, the policy number, and the expiration date. At least thirty (30) days prior to the expiration of each such policy, Grantor shall furnish Beneficiary with evidence satisfactory to Beneficiary of the payment of the premium and the re-issuance of a policy continuing insurance in force as required by this Deed of Trust. All such policies shall contain a provision that such policies will not be canceled or materially amended, which shall include any reduction in the scope or limits of coverage, without at least thirty (30) days' prior written notice to Beneficiary.

1.6.2 In the event Grantor fails to provide, maintain, keep in force or deliver and furnish to Beneficiary, the policies of insurance required by this Section, Beneficiary may procure such insurance or single-interest insurance for such risks covering Beneficiary's interest, and Grantor will pay all premiums thereon promptly upon demand by Beneficiary, and until such payment is made by Grantor, the amount of all such premiums together with interest thereon at the rate as set forth in the Note shall be secured by this Deed of Trust. At the request of Beneficiary, Grantor shall deposit with Beneficiary in monthly installments, an amount equal to one-twelfth of the estimated aggregate annual insurance premiums on all policies of insurance required by this Deed of Trust. Grantor further agrees, upon Beneficiary's request, to cause all bills, statements or other documents relating to the foregoing insurance premiums to be sent or mailed directly to Beneficiary. Upon receipt of such bills, statements or other documents, and providing Grantor has deposited sufficient funds with Beneficiary pursuant to this Section 1.6, Beneficiary shall pay such amounts as may be due thereunder out of the funds so deposited with Beneficiary. If at any time and for any reason the funds deposited with Beneficiary are or will be insufficient to pay such amounts as may then or subsequently be due, Beneficiary shall notify Grantor and Grantor shall immediately deposit an amount equal to such deficiency with Beneficiary. Notwithstanding the foregoing, nothing contained herein shall cause Beneficiary to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Beneficiary pursuant to this Section 1.6. Beneficiary may commingle said reserve with its own funds and Grantor shall not be entitled to any interest thereon.

#### 1.7 INSURANCE PROCEEDS.

1.7.1 Following the occurrence of any casualty to the Property or Improvements, or any part thereof, Grantor shall give prompt written notice thereof to Beneficiary, and Beneficiary may make proof of loss if not made promptly by Grantor. In the event of such loss or damage, all proceeds of insurance shall be payable to Beneficiary, and Grantor hereby authorizes and directs any affected insurance company to make payment of such proceed directly to Beneficiary. Beneficiary is hereby authorized and empowered by Grantor to settle, adjust or compromise any claims of loss, damage or destruction under any policy or policies of insurance.

1.7.2 In the event of any damage or destruction of the Improvements, Beneficiary shall have the option, in its sole discretion, to apply all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Beneficiary may determine, (ii) to the restoration of the Improvements, or (iii) to Grantor. Notwithstanding the preceding, Beneficiary agrees to permit Grantor to utilize any such insurance proceeds to repair and restore the Improvements provided and on the condition that:

(a) all insurance proceeds shall be paid to and received by Beneficiary and held by Beneficiary in a non-interest bearing account (the "Restoration Account");

(b) Grantor shall not be in default hereunder, under the Note or under any other instrument or document securing the Note; and

(c) Beneficiary shall determine, in its sole judgment, that utilizing the insurance proceeds to restore or repair the Improvements will generate sufficient net operating income to provide a 1.15:1 debt coverage ratio.

1.7.3 Upon the satisfaction of the preceding conditions (a) through (c), Grantor, at its expense, shall promptly prepare all plans and specifications necessary for the restoration or repair of the damaged Improvements and submit the same to Beneficiary together with evidence acceptable to Beneficiary setting forth the total expenditure needed for such restoration or repair based upon a fixed price contract with a reputable builder and covered by performance and labor and material payment bonds. The plans and specifications and all other aspects of the proposed restoration or repair shall be subject to Beneficiary's prior approval which approval shall not be unreasonably withheld. In the event the insurance proceeds held by Beneficiary in the Restoration Account are insufficient to complete the repair and restoration, prior to commencement of restoration or repair, Grantor shall deposit with Beneficiary in the Restoration Account an amount equal to the difference between the amount then held by Beneficiary in the Restoration Account and the total contract price for the restoration or repair. Grantor may commence restoration or repair to the damaged property only when authorized in writing by Beneficiary to do so and shall thereafter proceed diligently with the restoration or repair until completed. Disbursements shall be made from the Restoration Account for the restoration and repair in accordance with a disbursement schedule, and subject to other terms and conditions acceptable to Beneficiary. Disbursements from the Restoration Account shall be charged first against funds deposited in that account by Grantor, and second, after such funds are exhausted, against the insurance proceeds deposited therein. In the event the amounts held by Beneficiary in the Restoration Account exceed the cost of the restoration and repair of the damaged Improvements, the excess funds shall be disbursed to Grantor to the extent of any amounts deposited therein by Grantor. Any funds remaining after such disbursements may, at Beneficiary's option, be applied by Beneficiary to the payment of interest due on the Note, the reduction of the principal balance thereof, the payment of any other obligations secured by this Deed of Trust, or may be disbursed by Beneficiary to Grantor. All funds held by Beneficiary in the Restoration Account are hereby assigned to Beneficiary as further security for the indebtedness and obligations secured by this Deed of Trust. Beneficiary may, at any time, apply all or any part of the funds held in the Restoration Account to the curing of any default under the Note, this Deed of Trust, or any other instrument or document securing the Note.

1.7.4 In all other cases in the event of damage or loss to the Improvements, Beneficiary in its sole discretion, may apply any insurance proceeds to the payment of interest due on the indebtedness secured hereby, the reduction of the principal amount of said indebtedness, the payment of any other obligation hereby secured, or the restoration or the repair of the Improvements, in such order and in such amounts as Beneficiary shall determine.

1.7.5 Application of insurance proceeds by Beneficiary shall not cure or waive any default hereunder or invalidate any act done hereunder because of any such default.

1.8 **ASSIGNMENT OF POLICIES UPON FORECLOSURE.** In the event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Trust Estate in satisfaction, in whole or

DEED OF TRUST 2 - IDAHO

in part, of the debt secured hereby, all right, title and interest of Grantor in and to all policies of insurance required by this Section shall inure to the benefit of and pass to the successor in interest to Grantor or the purchaser or grantee of the Trust Estate.

**1.9 INDEMNIFICATION; SUBROGATION; WAIVER OF OFFSET.**

1.9.1 If Beneficiary is made a party defendant to any litigation concerning this Deed of Trust or the Trust Estate or any part thereof or interest therein, or the occupancy thereof by Grantor, then Grantor shall indemnify, defend and hold Beneficiary harmless from all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by Beneficiary in any such litigation, whether or not any such litigation is prosecuted to judgment. If Beneficiary commences an action against Grantor to enforce any of the terms hereof or because of the breach by Grantor of any of the terms hereof, or for the recovery of any sum secured hereby, Beneficiary may employ an attorney or attorneys to protect its rights hereunder, and Grantor shall pay Beneficiary reasonable attorneys' fees and expenses incurred by Beneficiary. The right to such attorneys' fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment.

1.9.2 Grantor waives any and all right to claim or recover against Beneficiary, its officers, employees, agents and representatives, for loss of or damage to Grantor, the Trust Estate, Grantor's property or the property of others under Grantor's control from any cause insured against or required to be insured against by the provisions of this Deed of Trust.

1.9.3 All sums payable by Grantor hereunder shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Grantor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Trust Estate or any part thereof; (ii) any restriction or prevention of or interference with any use of the Trust Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Property or the Improvements or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; (v) any claim which Grantor has or might have against Beneficiary; (vi) any default or failure on the part of Beneficiary to perform or comply with any of the terms hereof or of any other agreement with Grantor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Grantor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Grantor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Grantor.

**1.10 TAXES AND IMPOSITIONS.**

1.10.1 Grantor agrees to pay, at least ten (10) days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including without limitation non-governmental levies or assessments such as maintenance

charges, owner association dues or charges or fees, levies or charges resulting from covenants, conditions and restrictions affecting the Trust Estate, which are assessed or imposed upon the Trust Estate or become due and payable, and which create, may create or appear to create a lien upon the Trust Estate, or any part thereof, or upon any Personal Property, equipment or other facility used in the operation or maintenance thereof (all of which taxes, assessments and other governmental charges of like nature are hereinafter referred to as "Impositions"); provided, however, that if, by law, any such Imposition is payable, or may at the option of the taxpayer be paid, in installments, Grantor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

1.10.2 If at any time after the date thereof there shall be assessed or imposed (i) a tax or assessment on the Trust Estate in lieu of or in addition to the Impositions payable by Grantor pursuant to Section 1.10.1, or (ii) a license fee, tax or assessment imposed on Beneficiary and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the Impositions and Grantor shall pay and discharge the same as herein provided with respect to the payment of the Impositions or, at the option of Beneficiary, all obligations secured hereby together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary notwithstanding, Grantor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligations secured hereby.

1.10.3 Subject to the provisions of Section 1.10.4, Grantor covenants to furnish Beneficiary within thirty (30) days after the date upon which any such Imposition is due and payable by Grantor, official receipts of the appropriate taxing authority or other proof satisfactory to Beneficiary, evidencing the payments thereof.

1.10.4 Grantor shall have the right before any delinquency occurs to contest or object to the amount or validity of any such Imposition by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending Grantor's covenant to pay any such Imposition at the time and in the manner provided in this Section 1.10 unless Grantor has given prior written notice to Beneficiary of Grantor's intent to so contest or object to an Imposition, and unless, at Beneficiary's sole option, (i) Grantor shall furnish a good and sufficient bond or surety as requested by and satisfactory to Beneficiary; or (ii) Grantor shall have provided a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of such proceedings.

1.10.5 At the request of Beneficiary, Grantor shall pay to Beneficiary on the day monthly installments of interest are payable under the Note, until the Note is paid in full, an amount equal to one-twelfth (1/12) of the annual Impositions reasonably estimated by Beneficiary to pay the installment of taxes next due on the Trust Estate. In such event, Grantor further agrees to cause all bills, statements or other documents relating to Impositions to be sent or mailed directly to Beneficiary. Upon receipt of such bills, statements or other documents, and providing Grantor has deposited sufficient funds with Beneficiary pursuant to this Section 1.10, Beneficiary shall pay such amounts as may be due thereunder out of the funds so deposited with Beneficiary. If at any time and for any reason the funds deposited with Beneficiary are or will be insufficient to pay such amounts as may then or subsequently be due, Beneficiary shall notify Grantor and Grantor shall immediately deposit such an amount equal to such deficiency with Beneficiary.

Notwithstanding the foregoing, nothing contained herein shall cause Beneficiary to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Beneficiary pursuant to this Section 1.10. Beneficiary shall not be obliged to pay or allow any interest on any sums held by Beneficiary pending disbursement or application hereunder, and Beneficiary may impound or reserve for future payment of Impositions such portion of such payments as Beneficiary may in its absolute discretion deem proper, applying the balance on the principal of or interest on the obligations secured hereby. Should Grantor fail to deposit with Beneficiary (exclusive of that portion of said payments which has been applied by Beneficiary on the principal of or interest on the indebtedness secured by the Loan Documents) sums sufficient to fully pay such Impositions at least thirty (30) days before delinquency thereof, Beneficiary may, at Beneficiary's election, but without any obligation to do so, advance any amounts required to make up the deficiency, which advances, if any, shall be secured hereby and shall be repayable to Beneficiary as herein elsewhere provided, or at the option of Beneficiary the latter may, without making any advance whatever, apply any sums held by it upon any obligation of the Grantor secured hereby. Should any default occur or exist on the part of the Grantor in the payment or performance of any obligations of Grantor and/or any guarantor under the terms of the Loan Documents, Beneficiary may, at any time at Beneficiary's option, apply any sums or amounts in its hands received pursuant hereto, or as rents or income of the Trust Estate or otherwise, upon any indebtedness or obligation of the Grantor secured hereby in such manner and order as Beneficiary may elect. The receipt, use or application of any such sums paid by Grantor to Beneficiary hereunder shall not be construed to affect the maturity of any indebtedness secured by this Deed of Trust or any of the rights or powers of Beneficiary or Trustee under the terms of the Loan Documents or any of the obligations of Grantor and/or any guarantor under the Loan Documents.

**1.10.6** Grantor covenants and agrees not to suffer, permit or initiate the joint assessment of the real and personal property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Trust Estate as a single lien.

**1.10.7** If requested by Beneficiary, Grantor shall cause to be furnished to Beneficiary a tax reporting service covering the Trust Estate of the type, duration and with a company satisfactory to Beneficiary.

**1.11 UTILITIES.** Grantor agrees to pay when due all utility charges which are incurred by Grantor for the benefit of the Trust Estate or which may become a charge or lien against the Trust Estate for gas, electricity, water or sewer services furnished to the Trust Estate and all other assessments or charges of a similar nature, whether public or private, affecting the Trust Estate or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

**1.12 ACTIONS AFFECTING TRUST ESTATE.** Grantor agrees to appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear.

**1.13 ACTIONS BY TRUSTEE AND/OR BENEFICIARY TO PRESERVE TRUST ESTATE.** Should Grantor fail to make any payment or to do any act as and in the manner provided in any of the Loan Documents, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation, may make

or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. In connection therewith (without limiting their general powers), Beneficiary and/or Trustee shall have and are hereby given the right, but not the obligation: (i) to enter upon and take possession of the Trust Estate; (ii) to make additions, alterations, repairs and improvements to the Trust Estate which they or either of them may consider necessary or proper to keep the Trust Estate in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect or appears to affect the security of this Deed of Trust or be prior or superior hereto; and (iv) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Grantor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorneys' fees together with interest thereon accruing during the loan period at the rate, terms, and conditions specified in the Note.

**1.14 SURVIVAL OF WARRANTIES.** Grantor shall fully and faithfully satisfy and perform the obligations of Grantor contained in Grantor's loan application and Loan Commitment issued by Beneficiary and signed by or on behalf of Grantor, and any such application and commitment between Grantor and any assignee of Beneficiary, and any modification or amendment thereof. All representations, warranties and covenants of Grantor contained therein shall survive the close of escrow and funding of the loan evidenced by the Note and shall remain continuing obligations, warranties and representations of Grantor during any time when any portion of the obligations secured by this Deed of Trust remain outstanding.

**1.15 EMINENT DOMAIN.** Should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, whether actual or threatened, or in any other manner ("Condemnation"), or should Grantor receive any notice or other information regarding such proceeding, Grantor shall give prompt written notice thereof to Beneficiary.

**1.15.1** Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Grantor (the "Proceeds") are hereby assigned to Beneficiary and Grantor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require.

**1.15.2** In the event any portion of the Trust Estate is so taken or damaged, Beneficiary shall have the option, in its sole and absolute discretion, to apply all such Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorneys' fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Beneficiary may determine, or to apply all such Proceeds, after such deductions, to the restoration of the Trust Estate upon such conditions as Beneficiary may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

**1.16 ADDITIONAL SECURITY.** In the event Beneficiary at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same,

at its option, either before or concurrently herewith or after a sale is made hereunder.

**1.17 APPOINTMENT OF SUCCESSOR TRUSTEE.** Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Grantor and recorded in the office of the County Recorder of each county in which the Trust Estate or any part thereof is located and by otherwise complying with the provisions of the applicable law of the State of Idaho, substitute a successor or successors to the Trustee named herein or acting hereunder.

**1.18 SUCCESSORS AND ASSIGNS.** This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.

**1.19 INSPECTIONS.** Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Documents.

**1.20 LIENS.** Grantor shall pay and promptly discharge, at Grantor's sole cost and expense, all liens, encumbrances and charges upon the Trust Estate, or any part thereof or interest therein; provided that the existence of any mechanic's, laborer's, materialman's, supplier's or vendor's lien or right thereto shall not constitute a violation of this Section if payment is not yet due under the contract which is the foundation thereof and if such contract does not postpone payment for more than sixty (60) days after the performance thereof. Grantor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Grantor shall first deposit with Beneficiary a bond or other security satisfactory to Beneficiary in such amounts as Beneficiary shall reasonably require, but not more than one and one-half (1½) times the amount of the claim, and provided further that Grantor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Grantor fails to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond or the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law. In the event Beneficiary discharges said lien, encumbrance or other charge, Grantor shall immediately reimburse Beneficiary for such amount expended, however expended, together with any and all costs, fees or charges incurred by Beneficiary of whatever nature or kind when discharging the subject obligations.

**1.21 TRUSTEE'S POWERS.** At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said Trust Estate, Trustee may (i) reconvey any part of said Trust Estate, (ii) consent in writing to the making of any map or plat thereof, (iii) join in granting any easement or creating any restriction affecting this Deed of Trust or any agreement subordinating the lien or charge hereof.

**1.22 BENEFICIARY'S POWERS.** Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or theretofore released as security for the full amount of

all unpaid obligations, Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligation, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

**1.23 TRADE NAMES.** At the request of Beneficiary, Grantor shall execute a certificate in form satisfactory to Beneficiary listing the trade names under which Grantor intends to operate the Trust Estate, and representing and warranting that Grantor business under no other trade names with respect to the Trust Estate. Grantor shall immediately notify Beneficiary in writing of any change in said trade names and will, upon request of Beneficiary, execute any additional financing statements and other certificates revised to reflect the change in trade name.

## **ARTICLE 2 SECURITY AGREEMENT**

**2.1 CREATION OF SECURITY INTEREST.** Grantor hereby grants to Beneficiary a security interest in (i) the Personal Property located on or at the Property, including without limitation any and all property of similar type or kind hereafter located on or at the Property, and (ii) all Water Rights, for the purpose of securing all obligations of Grantor contained in any of the Loan Documents. This Deed of Trust shall be deemed the Security Agreement as defined in the Uniform Commercial Code of Idaho and the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be (i) as prescribed herein, or (ii) by general law, or (iii) as to such part of the security which is also reflected in any financing statement or statements (the "Financing Statement") by the specific statutory consequences now or hereafter enacted and specified in the Uniform Commercial Code of Idaho, all at Beneficiary's sole election. Grantor and Beneficiary agree that the filing of such a Financing Statement in the records normally having to do with personal property shall never be construed as in any manner or way derogating from or impairing this declaration and hereby stated intention of the parties hereto, that everything used in connection with the production of income from the Trust Estate and/or adapted for use therein and/or which is described or reflected in this Deed of Trust is, and at all times and for all purposes and in all proceedings both legal and equitable shall be regarded as part of the Property irrespective of whether (A) any such item is physically attached to the Improvements, (B) filing or registration numbers are used for the better identification of certain items capable of being identified in such manner in a recital contained herein or in any list filed with the Beneficiary, (C) any such item is referred to or reflected in any such Financing Statement so filed at any time. Similarly, the mention in any such Financing Statement of (1) the rights in or the proceeds of any fire and/or hazard insurance policy, (2) any award in eminent domain proceedings for a taking or for loss of value, or (3) the debtor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the premises, whether pursuant to lease or otherwise, shall never be construed as in any manner or way altering any of the rights of Beneficiary as determined by this Deed of Trust or impugning the priority of the Beneficiary's lien granted hereby or by any other recorded document, but such mention in the Financing Statement is declared to be for the protection of the Beneficiary in the event any court or judge shall determine at any time with respect to (1), (2) and (3) that notice of Beneficiary's priority

of interest, to be effective against a particular class of persons, divisions or entity of the Federal Government, must be filed in the Uniform Commercial Code records.

**2.2 WARRANTIES, REPRESENTATIONS AND COVENANTS OF GRANTOR.** Grantor warrants, represents and covenants as follows:

**2.2.1** Except for the security interest granted hereby, Grantor is, and as to portions of the Personal Property to be acquired after the date hereof will be, the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever. Grantor will notify Beneficiary of, and will defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein.

**2.2.2** Grantor will not lease, sell, convey or in any manner transfer the Personal Property without the prior written consent of Beneficiary.

**2.2.3** The Personal Property is not used or brought for personal, family or household purposes.

**2.2.4** The Personal Property will be kept on or at the Property and Grantor will not remove the Personal Property from the Property without the prior written consent of Beneficiary, except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Grantor.

**2.2.5** Grantor maintains a place of business in the State of Idaho and Grantor will immediately notify Beneficiary in writing of any change in its place of business as set forth in the beginning of this Deed of Trust.

**2.2.6** At the request of Beneficiary, Grantor will join Beneficiary in executing one or more financing statements, continuation statements and renewals and amendments thereof pursuant to the Uniform Commercial Code of Idaho in form satisfactory to Beneficiary, and will pay the cost of filing the same in all public offices wherever filing is deemed by Beneficiary to be necessary or desirable.

**2.2.7** All covenants and obligations of Grantor contained herein relating to the Trust Estate shall be deemed to apply to the Personal Property whether or not expressly referred to herein.

### **ARTICLE 3 REMEDIES UPON DEFAULT**

**3.1 EVENTS OF DEFAULT.** Any of the following events shall be deemed an event of default hereunder:

**3.1.1** Default shall be made in the payment of any installment of principal or interest under the Note or any other sum secured hereby when due, and the failure to cure such default within the applicable cure period;

3.1.2 Default in the due and timely performance of any term, condition, or covenant contained in the Note (other than a default under Section 3.1.1, above), this Deed of Trust, the Loan Documents, or any other agreement, instrument or security agreement executed and delivered by Grantor in connection with the indebtedness secured by this Deed of Trust, and the failure to cure such default within the applicable cure period, if any;

3.1.3 Grantor shall file a petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Grantor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;

3.1.4 A petition shall be filed against Grantor seeking any reorganization, dissolution or similar relief under any federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or any trustee, receiver or liquidator of Grantor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed;

3.1.5 The filing of any foreclosure proceeding or the recording of any notice of trustee's sale with respect to any other lien on the Trust Estate, whether junior or senior to this Deed of Trust, which foreclosure proceeding or recording of notice is not dismissed or released within thirty (30) days;

3.1.6 A writ or execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the Trust Estate, of any judgment involving monetary damages shall be entered against Grantor which shall become a lien on the Trust Estate or any portion thereof or interest therein and such execution, attachment or similar process or judgment is not released, bonded, satisfied, vacated or stayed within thirty (30) days after its entry or levy;

3.1.7 The abandonment of all or any part of the Trust Estate;

3.1.8 The breach of any warranty, representation or certification given in connection herewith, the loan application submitted by Grantor, the loan commitment issued by Beneficiary, or any document executed by Grantor in connection with securing the loan evidenced by the Note;

3.1.9 The occurrence of a default in the performance of Grantor's obligations as lessor under any lease affecting all or any portion of the Trust Estate, and the expiration of any applicable cure period; or

3.1.10 The transfer of any portion of the Trust Estate, voluntarily or involuntarily, in violation of the terms of the Note or this Deed of Trust without Beneficiary's consent, which consent may be withheld in Beneficiary's absolute discretion.

**3.2 CURE PERIOD.** If any Event of Default, (other than a default under Section 3.1.1. or 3.1.10 above, or an Event of Default described in Subsection 10.1.7 of the Master Credit Agreement), is curable, it may be cured (and no Event of Default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (a) cures the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps that Lender deems in Lender's absolute discretion to be sufficient to cure the default and thereafter diligently continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**3.3 REMEDIES UPON DEFAULT.** Upon default, and where applicable fails to cure, by Grantor hereunder, Beneficiary may declare all sums secured hereby immediately due and payable without notice or demand. Beneficiary may also thereupon, at its option and as may be more fully described elsewhere herein, without notice and without affecting the lien of this Deed of Trust, do any one or more of the following:

**3.3.1** Enter upon the Trust Estate and inspect, repair, improve and maintain the same, rent or lease all or any portion thereof as Beneficiary shall see fit, and perform such other acts thereon as Beneficiary may deem necessary or desirable;

**3.3.2** Sue for all or any part of the indebtedness owing from Grantor to Beneficiary without affecting or losing the security of this Deed of Trust;

**3.3.3** Exercise the power of sale granted herein;

**3.3.4** Foreclose this Deed of Trust as a mortgage in the manner provided by law;

**3.3.5** Exercise any or all of the remedies available to a secured party under the Idaho Uniform Commercial Code;

**3.3.6** Bring an action for damages; or

**3.3.7** Exercise such other remedies or combination of remedies Beneficiary may have under this Deed of Trust, the Loan Documents, or as otherwise provided under law or in equity.

**3.4 POWER OF SALE.**

**3.4.1** Upon default by Grantor hereunder, Beneficiary, if it desires Trustee to exercise the power of sale granted hereunder, shall deposit with Trustee this Deed of Trust, the Note, and all documents evidencing expenditures secured hereby, together with such other documents as Trustee shall require. Trustee shall record and give such notices of Trustee's sale in the manner required by law, and after the lapse of time such as then may be required by law, Trustee, without demand on Grantor, under the power of sale contained herein, shall sell the Trust Estate at the time and place fixed by it in said notice of Trustee's sale, either as a whole or in separate parcels, and in such order as Beneficiary may determine, subject to any statutory right which Grantor may have to direct such order, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone the sale as provided

by law. Following sale, Trustee shall deliver to the purchaser its deed conveying the Trust Estate so sold, but without any covenant or warranty, express or implied. Any person, including Grantor, Trustee or Beneficiary, may purchase at such sale.

3.4.2 After deducting all costs, fees and expenses of Trustee and of this Deed of Trust, including costs to insure or obtain evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of (i) all sums expended under the terms hereof, not then repaid, with accrued interest at the Default Rate specified under the Note from the date such expenditures were made, (ii) all other sums secured hereby, and (iii) the remainder, if any, to the person or persons legally entitled thereto.

3.4.3 Beneficiary may at any time request cancellation of the Trustee's notice of sale, whereupon Trustee shall execute and record, or cause to be recorded, a cancellation of notice of sale in the same county in which the notice of sale was recorded. The exercise by Beneficiary of this right shall not constitute a waiver of any default then existing or subsequently occurring. If this Deed of Trust and the indebtedness and obligations secured hereby are reinstated in the manner provided by law, Beneficiary shall forthwith notify Trustee thereof. Upon such notification, Trustee shall record or cause to be recorded a cancellation of notice of sale in the same county in which the notice of sale was recorded within the period then required by law.

3.4.4 If Grantor fails or refuses to surrender possession of the Trust Estate after any trustee's sale, Grantor shall be deemed a tenant at sufferance, subject to eviction by means of forcible entry and detainer proceedings. This remedy is not exclusive or in derogation of any other right or remedy available to Beneficiary.

3.5 **FORECLOSURE AS MORTGAGE.** Upon default by Grantor hereunder, in lieu of sale pursuant to the power of sale conferred hereby, at the option of Beneficiary, this Deed of Trust may be foreclosed in the same manner provided by law for the foreclosure of mortgages on real property. Beneficiary shall also have all other rights and remedies available to it. All rights and remedies shall be cumulative, may be sought and exercised concurrently or consecutively and in inconsistent proceedings.

3.6 **FORECLOSURE AS A UNIT.** Grantor agrees that all of the Trust Estate, whether real or personal, covered by this Deed of Trust, is encumbered as one unit, and that upon default by Grantor under the Note secured hereby or this Deed of Trust, or any security instrument given pursuant hereto, this Deed of Trust and such security interests, at Beneficiary's option, may be foreclosed or sold in the same proceeding, and all of the Trust Estate (both realty and personalty) may, at Beneficiary's option, be sold as such in one unit.

3.7 **POSSESSION OF TRUST ESTATE, LEASES AND RENTS ON DEFAULT.**

3.7.1 Upon default by Grantor hereunder, Beneficiary shall be entitled at any time without further notice, in its sole discretion, either by its agents, attorneys, or employees, to enter upon and take possession of the Trust Estate or any part thereof, and Grantor shall, upon demand, peaceably surrender possession thereof to Beneficiary. Beneficiary may, at its option, send notifications to any and all lessees and tenants of the Trust Estate that future payments under or relating to said leases shall be made to

Beneficiary, in accordance with Section 2.2 hereof. Beneficiary, in its name and/or in the name of Grantor, may operate and maintain all or any portion of the Trust Estate to such extent as Beneficiary deems advisable, and Grantor agrees that Beneficiary shall be entitled to do and perform any acts that Beneficiary may deem necessary or proper to conserve the value of the Trust Estate, and to sue for and otherwise collect and receive all rents, issues and profits thereof, including those past due and unpaid as well as those accruing thereafter, and may rent or lease the Trust Estate or any portion thereof to such person or persons and for such periods of time and on such terms and conditions as Beneficiary in its sole discretion may determine.

3.7.2 The expense (including compensation to any agent appointed by Beneficiary, attorneys' fees and costs and disbursements) incurred in taking possession and effecting collection or attempting to take possession and effect collection, shall be deemed an expense of this Deed of Trust to be paid by Grantor and secured hereby. Neither the entering upon and taking possession of the Trust Estate nor the collection of such rents, issues and profits and the application or release thereof as aforesaid, shall cure or waive any default or notice of sale hereunder or invalidate any act done pursuant to such notice. In dealing with the Trust Estate as a beneficiary in possession, Beneficiary shall be without any liability, charge or obligation therefor to Grantor, and Beneficiary shall be entitled to operate any business then being conducted thereon or therewith at the expense of and for the account of Grantor, and all net losses, costs and expenses thereby incurred shall be advancements governed by Section 1.14 hereof.

3.7.3 For purposes hereof, Beneficiary is expressly authorized to deal with the Trust Estate as Grantor's attorney-in-fact subsequent to Grantor's default hereunder, i.e., to enter into leases of all or a portion of the Trust Estate, to terminate leases of all or portions of the Trust Estate as may be necessary in Beneficiary's discretion, enter into management agreements regarding the Trust Estate on terms and conditions approved by Beneficiary in its discretion, and otherwise operate the Trust Estate. None of the foregoing activities by Beneficiary with respect to the Trust Estate shall serve to waive any rights of Beneficiary against Grantor or impose any additional burdens or any liability on Beneficiary therefor.

3.8 **APPOINTMENT OF A RECEIVER.** Upon default by Grantor hereunder, Beneficiary shall be entitled to the appointment of a receiver to take charge of the Trust Estate, collect the rents, issues and profits therefrom, care for and repair the same, improve the same when necessary or desirable, lease and rent the Trust Estate or portions thereof (including leases existing beyond the term of receivership), and otherwise use and utilize the Trust Estate, and to have such other duties as may be fixed by the court. Grantor specifically agrees that the court may appoint a receiver without reference to the adequacy or inadequacy of the security, or the solvency or insolvency of Grantor or any guarantor, the commission of actual waste or damage to the Property, and without reference to other matters normally taken into account by courts in the discretionary appointment of receivers, it being the intention of Grantor to hereby authorize the appointment of a receiver when Grantor is in default and Beneficiary has requested the appointment of a receiver. Grantor hereby agrees and consents to the appointment of the particular person or firm (including an officer or employee of Beneficiary) designated by Beneficiary as receiver. Such receiver shall have the power to borrow money from any person, including Beneficiary, for reasonable expenses of operating, preserving, maintaining, completing and caring for the Trust Estate, or completing the construction of any improvements or structures in progress in or upon the Trust Estate, and all such borrowed sums together with interest thereon at the Default Rate set forth in the Note shall be added to the indebtedness secured by this Deed of Trust. The acceptance and/or application of such rents, issues and profits shall not cure any default hereunder nor constitute a waiver of or adversely affect any other right which Beneficiary may enjoy under

this Deed of Trust or under the laws of Idaho by virtue of the default of Grantor hereunder. For purposes of appointment of such a receiver, it is agreed that any of the following actions brought by Beneficiary shall be actions which "affect" the Trust Estate and support the appointment of a receiver by the Superior Court for the county in which the Trust Estate is located:

3.8.1 Damages for waste or failure to maintain the Trust Estate; or

3.8.2 Damages for failure to perform any of Grantor's obligations set forth in this Deed of Trust which relate directly or indirectly to the ownership or operation of the Trust Estate.

**3.9 FORECLOSURE OF SECURITY INTEREST.** Upon default by Grantor hereunder, Beneficiary may exercise any or all of the remedies available to a secured party under the Idaho Uniform Commercial Code, including, but not limited to:

3.9.1 Either personally or by means of a court appointed receiver, take possession of all or any of the Personal Property and exclude therefrom Grantor and all others claiming under Grantor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additional and improvements to and exercise all rights and powers of Grantor in respect to the Personal Property or any part thereof. In the event Beneficiary demands or attempts to take possession of the Personal Property in the exercise of any rights under any of the Loan Documents, Grantor promises and agrees to promptly turn over and deliver complete possession thereof to Beneficiary;

3.9.2 Without notice to or demand upon Grantor, make such payments and do such acts as Beneficiary may deem necessary to protect its security interest in the Personal Property, including without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or lien which is prior to or superior to the security interest granted hereunder, and in exercising any such powers or authority to pay all expenses incurred in connection therewith;

3.9.3 Require Grantor to assemble the Personal Property or any portion thereof, at a place designated by Beneficiary and reasonably convenient to both parties, and promptly to deliver such Personal Property to Beneficiary, or an agent or representative designated by it. Beneficiary, and its agents and representatives shall have the right to enter upon any or all of Grantor's premises and property to exercise Beneficiary's rights hereunder;

3.9.4 Sell, lease or otherwise dispose of the Personal Property at public sale, with or without having the Personal Property at the place of sale, and upon such terms and in such manner as Beneficiary may determine. Beneficiary may be a purchaser at any such sale;

3.9.5 Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, any requirement under the Idaho Uniform Commercial Code for giving notice of a proposed sale or other disposition of the Personal Property shall be met if such notice is mailed to Grantor, postage prepaid, at least five (5) days before the scheduled sale or disposition. Such notice may be mailed to Grantor at the address set forth at the beginning of this Deed of Trust.

**3.10 REMEDIES NOT EXCLUSIVE.** Trustee and Beneficiary and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Instrument or another agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, its being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies.

**3.11 REQUEST FOR NOTICE.** Grantor hereby requests a copy of any Notice of Default and that any Notice of Sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

#### **ARTICLE 4 MISCELLANEOUS**

**4.1 GOVERNING LAW.** This Deed of Trust shall be governed by the laws of the State of Idaho. In the event that any provision of any of the Loan Documents conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Documents which can be given effect without the conflicting provision, and to this end the provisions of the Loan Documents are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

**4.2 GRANTOR WAIVER OF RIGHTS.** Grantor waives the benefit of all laws now existing or that hereafter may be enacted providing for (i) any appraisalment before sale of any portion of the Trust Estate, and (ii) the benefit of all laws that may be hereafter enacted in any way extending the time for the enforcement of the collection of the Note or the debt evidenced thereby or creating or extending a period of redemption from any sale made in collecting said debt. To the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisalment, valuation, stay, extension or redemption, and Grantor, for Grantor, its heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Trust Estate, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisalment, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshaling in the event of foreclosure of the liens hereby created.

If any law referred to in this Section and now in force, of which Grantor, its heirs, devisees, representatives, successors and assigns or other person might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section. Grantor expressly waives and relinquishes any and all rights and remedies which Grantor may have or be able to assert by reason of the laws of the State of Idaho pertaining to the rights and remedies of sureties. Any provision of this Section 4.2 which is held by a court of competent jurisdiction to violate a statute of the State of Idaho shall not be enforceable, but any such holding shall not otherwise affect the enforcement of any of the other provisions of this Section.

**4.3 LIMITATION OF INTEREST.** It is the intent of Grantor and Beneficiary in the execution of this Deed of Trust and the Note and all other instruments securing the Note to contract in strict compliance with the usury laws of the State of Idaho governing the loan evidenced by the Note. In furtherance thereof, Beneficiary and Grantor stipulate and agree that none of the terms and provisions contained in the Loan Documents shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the laws of the State of Idaho governing the loan evidenced by the Note. Grantor or any guarantor, endorser or other party now or hereafter becoming liable for the payment of the Note shall never be required to pay interest on the Note at a rate in excess of the maximum interest that may be lawfully charged under the laws of the State of Idaho, and the provisions of this Section shall control over all other provisions of the Note and any other instrument executed in connection herewith which may be in apparent conflict herewith. In the event any holder of the Note shall collect monies which are deemed to constitute interest which would otherwise increase the effective interest rate on the Note to a rate in excess of that permitted to be charged by the laws of the State of Idaho, all such sums deemed to constitute interest in excess of the maximum permissible rate shall be considered payment of principal hereunder and the indebtedness evidenced hereby shall be reduced by such amount as that the total liability for payments in the nature of interest, additional interest and other charges shall not exceed the applicable limits imposed by the interest rate laws of the State of Idaho in compliance with the desires of the undersigned and Beneficiary.

**4.4 STATEMENTS BY GRANTOR.** Grantor shall within ten (10) days after receiving a written request from Beneficiary confirm in writing any statement provided by Beneficiary which states the unpaid principal and any interest on the Note, and any other amounts secured by this Deed of Trust, and that no offsets or defenses exist against such principal and interest.

**4.5 RECONVEYANCE BY TRUSTEE.** Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Grantor and the Note to Trustee for cancellation and retention and upon payment by Grantor of Trustee's fees, Trustee shall reconvey to Grantor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matter or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

**4.6 NOTICES.** Whenever Beneficiary, Grantor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by registered mail, postage prepaid, return receipt requested,

addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

4.7 **ACCEPTANCE BY TRUSTEE; FEES.** Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. The Trust created hereby is irrevocable by Grantor. Trustee holds title under this Deed of Trust for the benefit of Beneficiary. Trustee shall be paid for all acts performed by it hereunder or in connection herewith in accordance with its established fees and charges. All such fees and charges shall be paid by Grantor and if Beneficiary shall advance any such fees or charges, Grantor shall reimburse Beneficiary for same on demand. Payment thereof is secured by this Deed of Trust.

4.8 **SUCCESSOR TRUSTEE.** Beneficiary may appoint a successor trustee in the manner prescribed by law. Trustee herein may resign by mailing or delivering notice thereof to Beneficiary and to Grantor. Upon such resignation, Beneficiary may appoint a successor trustee, which appointment shall constitute a substitution of trustee upon the mailing and recording of written notice thereof by Beneficiary in the manner prescribed by law for the substitution of a trustee of a Deed of Trust. A successor trustee herein shall, without conveyance from the predecessor trustee, succeed to all the predecessor's title, estate, rights, powers and duties.

4.9 **CAPTIONS.** The captions or headings at the beginning of each Section hereof are for convenience of the parties and are not a part of this Deed of Trust.

4.10 **INVALIDITY OF CERTAIN PROVISIONS.** If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Deed of Trust.

4.11 **SUBROGATION.** To the extent that proceeds of the Note are owed to pay any outstanding lien, charge or prior encumbrance against the Trust Estate, such proceeds have been or will be advanced by Beneficiary at Grantor's request and Beneficiary shall be subrogated to any and all rights and liens owed by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

4.12 **TRANSFER OF TRUST ESTATE BY GRANTOR.** Grantor hereby acknowledges that the financial stability and managerial and operational ability of Grantor is a substantial and material consideration to Beneficiary in its agreement to make the loan to Grantor evidenced by the Loan Documents. The sale, assignment, trade, or other transfer or further encumbrance of the Trust Estate or change in the entity operating or managing the Trust Estate may significantly and materially alter and reduce Beneficiary's security for the indebtedness secured hereby. As an inducement to Beneficiary to make the loan evidenced by the Note, and subject to the Partial Release Provisions of Section 4.13 of this Deed of Trust, Grantor covenants and agrees that Grantor shall not sell, contract to sell, dedicate, transfer, further encumber, restrict

the use, assign, convey, grant an option, lease for a term in excess of five (5) years, or in any other manner dispose of the Property, or any part thereof, substantially modify the plan of development of the Property or any part thereof, turn over the management or operation of the Trust Estate to any person, firm or entity, make a voluntary transfer of control of the Trust Estate, or permit any of the foregoing to be accomplished involuntarily, by operation of law, or otherwise (collectively a "Transfer of the Trust Estate"), without Beneficiary's written consent. If at any time Grantor shall Transfer all of any part of the Trust Estate or any interest therein without the prior written consent of Beneficiary, the indebtedness secured hereby shall, at the option of Beneficiary, become immediately due and payable. A transfer of more than 50% of the voting control or economic rights in the Grantor shall be considered a Transfer of the Trust Estate for purposes of this Section 4.12. Consent to any one transaction shall not be deemed to be consent to any other. Upon a Transfer of the Trust Estate, Beneficiary may charge Grantor a reasonable fee for processing a request for approval and the rate of interest on the unpaid balance of the indebtedness may be increased to a current market rate with appropriate adjustment in the monthly payment so that the loan will amortize on the same schedule as originally contemplated.

**4.13. PARTIAL RELEASES.** Notwithstanding the provisions of Section 4.12 of this Deed of Trust, Beneficiary will allow sale by the Grantor of individual parcels comprising the Real Property encumbered by the Deed of Trust without acceleration of the Note, subject to the terms and conditions set forth in the Master Credit Agreement and other Loan Documents of even date herewith.

**4.14 NO JUNIOR LIENS.** Grantor shall grant no deed of trust, lien or mortgage on the Trust Estate junior to this Deed of Trust without Beneficiary's prior written consent which may be given or withheld by Beneficiary in its sole discretion. Any junior deed of trust, lien or mortgage granted by Grantor to which Beneficiary gives its consent shall be subordinate to all leases affecting the Trust Estate and subject to all renewals, extensions modifications or increases of the Note and modifications, releases, changes or exchanges of this Deed of Trust or the Trust Estate without the consent of such junior beneficiary, lien holder or mortgage holder, and without any obligation of Beneficiary or Trustee to give notice of any kind thereof.

**4.15 ATTORNEYS' FEES.** The terms and provisions of the Note with respect to attorneys' fees and costs shall be equally applicable with respect to this Deed of Trust, and Grantor agrees to pay all such attorneys' fees and costs incurred by Beneficiary or Trustee in connection with interpretation or enforcement of this Deed of Trust or to protect the security of this Deed of Trust. All such attorneys' fees and costs so incurred shall be deemed to be secured by this Deed of Trust and collectible out of the Trust Estate in any manner permitted by law or by this Deed of Trust.

**4.16 TAXATION ON LIEN OR DEBT.** In the event of the passage after the date of this Deed of Trust of any Federal, State or local law, deducting from the value of real property for the purposes of taxation any lien thereon or changing in any way the laws for the taxation of the mortgages or debts secured by mortgage for Federal, State or local purposes or the manner of the collection of any such taxes, or imposing a tax, either directly or indirectly, on this Deed of Trust or the Note, the holder of this Deed of Trust and of the debt which it secures shall have the right to declare the principal sum and interest due on a date to be specified by not less than thirty (30) days' written notice to be given to the Grantor by the Beneficiary; provided, however, that such election shall be ineffective if (a) the Grantor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder, (b) such payment is not usurious, and (c) if the Grantor, prior to such specified date, pays any such tax when due and agrees to pay

such taxes then or thereafter levied or assessed against the premises.

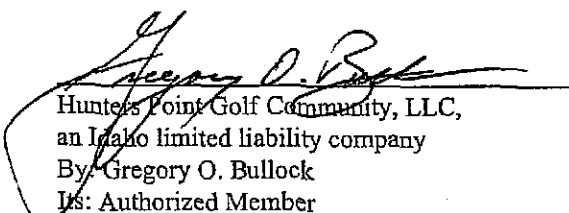
**4.17 OFFSETS.** No offset or claim that Grantor now or may in the future have against Beneficiary shall relieve Grantor from duly and timely paying installments or performing any other obligation herein or secured hereby.

**4.18 BUSINESS LOAN.** The debt secured hereby is acknowledged to have been undertaken as a business loan for business purposes and is in no respect a consumer loan or debt.

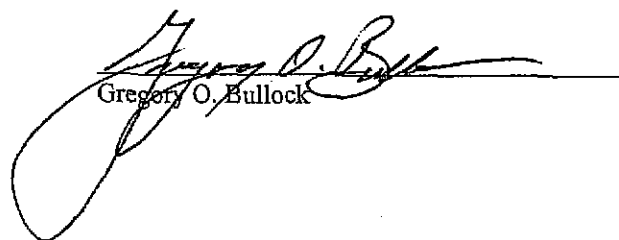
**4.19 COUNTERPARTS.** This document may be executed in counterparts and shall have the same force and effect as if all signing parties executed one document.

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust as of the day and year first above written.

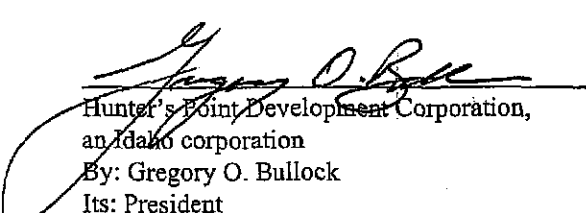
GRANTOR:

  
Hunters Point Golf Community, LLC,  
an Idaho limited liability company  
By: Gregory O. Bullock  
Its: Authorized Member

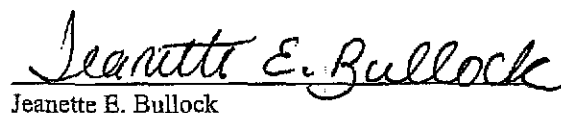
GRANTOR

  
Gregory O. Bullock

GRANTOR:

  
Hunter's Point Development Corporation,  
an Idaho corporation  
By: Gregory O. Bullock  
Its: President

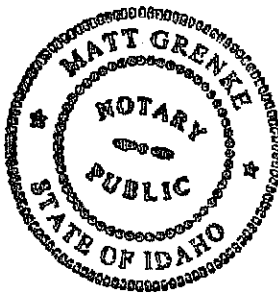
GRANTOR

  
Jeanette E. Bullock

STATE OF IDAHO )  
 ) ss.  
County of Ada Canyon )

On this 14<sup>th</sup> day of August, in the year of 2006, before me, a Notary Public, personally appeared Gregory O. Bullock, known or identified to me to be an authorized member of Hunter's Point Golf Community, LLC, an Idaho limited liability company, and the member who executed the foregoing instrument on behalf of said company, and acknowledged to me that he executed the same on behalf of Hunter's Point Golf Community, LLC.

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



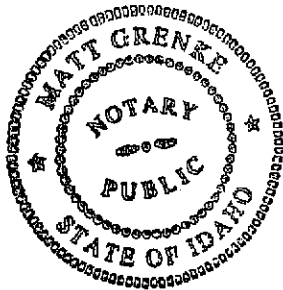
  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Residing in Star, ID  
Commission Expires My Commission Expires 07-02-11

STATE OF IDAHO )  
 ) ss.  
County of Ada Canyon )

On this 14<sup>th</sup> day of August, in the year of 2006, before me, a Notary Public, personally appeared Gregory O. Bullock, known or identified to me to be the President of Hunter's Point Development Corporation, an Idaho corporation, and the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that he executed the same for and on behalf of said corporation.

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

DEED OF TRUST 2 - IDAHO

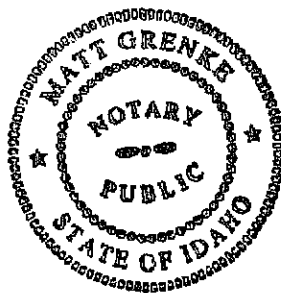


  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_ ~~Residing in Star, ID~~  
Commission Expires: \_\_\_\_\_ ~~My Commission Expires 07-09-11~~

STATE OF IDAHO                     )  
                                                      ) ss  
County of ~~Ada~~ Canyon             )

On this 14th day of August, 2006, before me, a Notary Public in and for said State, personally appeared Gregory O. Bullock and Jeanette O. Bullock, husband and wife, known or identified to me to be the persons who executed the foregoing instrument, and acknowledged to me that they executed the same.

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



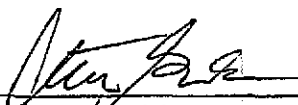
  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at ~~Boise, Idaho~~ ~~Residing in Star, ID~~  
Commission Expires: \_\_\_\_\_ ~~My Commission Expires 07-09-11~~

**EXHIBIT "A"**

**Legal Description**

DEED OF TRUST 2 - IDAHO

July 31, 2006

## Exhibit "B"

### Permitted Exceptions

Items Nos. 7-33, 35-48, 49 as to Parcels 12-13-14, 50, 52-125, as the same appear on Schedule B, Section II, of the Title Commitment, Issued by TitleOne Corporation, as Order No. C0615433, with an Effective Date of August 11, 2006.

## EXHIBIT "A"

### PARCEL 1

This parcel is a portion of the Southwest Quarter of Section 31, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the northwest corner of said Southwest Quarter, (West Quarter corner), said corner monumented with an aluminum disk; thence  
South 00° 47' 33" West a distance of 1001.13 feet along the west boundary of said Southwest Quarter to a point; thence  
South 88° 11' 42" East a distance of 25.01 feet to the POINT OF BEGINNING; thence  
along the southerly boundary of The Rim at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence  
South 88° 11' 42" East a distance of 977.70 feet to a point; thence  
South 46° 19' 50" East a distance of 30.07 feet to a point; thence  
South 02° 48' 28" East a distance of 300.93 feet to a point; thence  
North 88° 28' 05" East a distance of 454.80 feet to a point; thence leaving said southerly boundary  
South 55° 37' 48" East a distance of 83.25 feet to a point on the westerly boundary of Lookout Ridge at Hunter's Point Planned Unit Development "A Golf Community"; thence  
along the westerly boundary of said Lookout Ridge at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence  
South 00° 36' 31" East a distance of 892.89 feet to a point; thence  
South 64° 14' 40" East a distance of 37.09 feet to a point; thence leaving said westerly boundary  
South 00° 17' 14" East a distance of 281.05 feet to a point; thence  
South 88° 42' 53" West a distance of 160.53 feet parallel with and 30.00 feet north of the south boundary of the Southeast Quarter of the Southwest to a point on the east boundary of the Southwest Quarter of the Southwest Quarter; thence  
South 88° 40' 05" West a distance of 1443.58 feet parallel with and 30.00 feet north of the south boundary of the Southwest Quarter of the Southwest Quarter to a point; thence  
North 00° 47' 33" East a distance of 1614.28 feet parallel with and 25.00 feet east of the west boundary of said Southwest Quarter to the POINT OF BEGINNING.

### PARCEL 1A: (Right-of-Way Description 4)

A parcel of land being a portion of Government Lot 4 and a portion of the Southeast Quarter of the Southwest Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at the Southeast corner of said Government Lot 4, said corner monumented with a 3 inch brass disk; thence  
South 88° 40' 05" West a distance of 1469.70 feet along the southerly boundary of said Government Lot 4 to the southwest corner of said Government Lot 4; thence  
North 00° 47' 33" East a distance of 30.02 feet to a point; thence  
North 88° 40' 05" East a distance of 1468.59 feet parallel with and 30.00 feet north of the southerly boundary of said Government Lot 4 to a point; thence  
North 88° 42' 53" East a distance of 160.55 feet parallel with and 30.00 feet north of the southerly boundary of said Southeast Quarter of the Southwest Quarter to a point; thence

## EXHIBIT "A"

South 00° 17' 14" East a distance of 30.00 feet to a point on the southerly boundary of said Southeast Quarter of the Southwest Quarter; thence

South 88° 42' 53" West a distance of 160.00 feet along the southerly boundary of said Southeast Quarter of the Southwest Quarter to the POINT OF BEGINNING.

### PARCEL 2

This parcel is a portion of the Southwest Quarter of Section 31, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the northwest corner of said Southwest Quarter, (West Quarter corner), said corner monumented with an aluminum disk; thence

North 89° 22' 22" East a distance of 40.01 feet along the north boundary of said Southwest Quarter to a point; thence

South 00° 47' 33" West a distance of 50.01 feet parallel with and 40.00 feet east of the west boundary of said Southwest Quarter to the POINT OF BEGINNING; thence

North 89° 22' 22" East a distance of 982.38 feet parallel with and 50.00 feet south of the north boundary of said Southwest to a point on the west boundary of North Slope at Hunter's Point Planned Unit Development "A Golf Community"; thence

South 00° 01' 06" East a distance of 124.29 feet along said west boundary to the southwest corner of said North Slope at Hunter's Point Planned Unit Development "A Golf Community"; thence

along the southerly boundary of said North Slope at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence

South 70° 52' 03" East a distance of 422.62 feet to a point; thence

South 66° 04' 11" East a distance of 908.23 feet to the southeast corner of said North Slope at Hunter's Point Planned Unit Development "A Golf Community", said point also being a point on the westerly boundary of Sunrise Crossing at Hunter's Point Planned Unit Development "A Golf Community"; thence

along the westerly boundary of said Sunrise Crossing at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence

South 00° 11' 03" West a distance of 98.62 feet to the beginning curve; thence

along said curve turning to the right through an angle of 30° 13' 08", having a radius of 372.00 feet, and whose long chord bears South 15° 14' 42" West a distance of 193.93 feet to a point; thence leaving said westerly boundary

South 30° 21' 16" West a distance of 151.83 feet to a point; thence

South 28° 10' 22" West a distance of 52.54 feet to a point; thence

South 30° 21' 16" West a distance of 1.67 feet to a point; thence

North 59° 05' 13" West a distance of 380.60 feet to the northeast corner of The Rim at Hunter's Point Planned Unit Development "A Golf Community"; thence

along the northerly boundary of said The Rim at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence

South 85° 33' 07" West a distance of 316.04 feet to a point; thence

North 65° 59' 23" West a distance of 306.90 feet to a point; thence

North 36° 36' 26" West a distance of 66.94 feet to a point; thence

North 85° 20' 04" West a distance of 101.79 feet to a point; thence

North 68° 34' 22" West a distance of 368.35 feet to a point; thence

North 72° 18' 50" West a distance of 111.56 feet to a point; thence

North 80° 31' 16" West a distance of 89.75 feet to the beginning of a curve; thence

## EXHIBIT "A"

along said curve turning to the left through an angle of  $33^{\circ} 01' 47''$ , having a radius of 190.00 feet, and whose long chord bears South  $82^{\circ} 57' 50''$  West a distance of 108.02 feet to a point; thence South  $66^{\circ} 26' 57''$  West a distance of 109.14 feet to the beginning of a curve; thence along said curve turning to the right through an angle of  $32^{\circ} 12' 34''$ , having a radius of 250.00 feet, and whose long chord bears South  $82^{\circ} 33' 14''$  West a distance of 138.70 feet to a point; thence North  $81^{\circ} 20' 30''$  West a distance of 122.04 feet to a point; thence North  $00^{\circ} 47' 33''$  East a distance of 600.34 feet parallel with and 40.00 feet east of the west boundary of said Southwest Quarter to the POINT OF BEGINNING.

### EXCEPTING THEREFROM:

A parcel of land being a portion of the Northeast Quarter of the Southwest Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of said Northeast Quarter of the Southwest Quarter (center quarter corner) said corner monumented with a 3 inch diameter aluminum disk; thence South  $89^{\circ} 22' 22''$  West, a distance of 1323.51 feet along the northerly boundary of said Northeast Quarter of the Southwest Quarter to the Northeast corner of Government Lot 3 of said Section 31 said corner lies North  $89^{\circ} 22' 22''$  East, a distance of 1418.65 feet from the Northwest corner of said Government Lot 3 (west quarter corner); thence South  $0^{\circ} 18' 28''$  East, a distance of 1009.04 feet along the easterly boundary of said Government Lot 3 to a point; thence North  $89^{\circ} 41' 32''$  East, a distance of 601.78 feet at right angles to the easterly boundary of said Government Lot 3 to the POINT OF BEGINNING, said point monumented with a 5/8 inch diameter iron pin; thence South  $78^{\circ} 30' 40''$  East, a distance of 84.23 feet to a 5/8 inch diameter iron pin; thence South  $0^{\circ} 44' 33''$  East, a distance of 101.91 feet to a 5/8 inch diameter iron pin; thence North  $68^{\circ} 22' 18''$  West, a distance of 116.83 feet to a 5/8 inch diameter iron pin; thence North  $18^{\circ} 07' 00''$  East, a distance of 79.56 feet to the POINT OF BEGINNING.

### PARCEL 2A: (50.00-Foot Deeded Right-of-Way)

This parcel is a portion of the Southwest Quarter of Section 31, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the northwest corner of said Southwest Quarter, (West Quarter corner), said corner monumented with an aluminum disk; thence North  $89^{\circ} 22' 22''$  East a distance of 25.01 feet along the north boundary of said Southwest Quarter to the POINT OF BEGINNING; thence continuing North  $89^{\circ} 22' 22''$  East a distance of 996.68 feet along said north boundary to the northwest corner of North Slope Subdivision; thence South  $00^{\circ} 01' 06''$  East a distance of 50.00 feet along the west boundary of said North Slope Subdivision to a point; thence South  $89^{\circ} 22' 22''$  West a distance of 997.39 feet parallel with and 50.00 feet south of the north boundary of said Southwest Quarter to a point; thence North  $00^{\circ} 47' 33''$  East a distance of 50.01 feet parallel with and 25.00 feet east of the west boundary of said Southwest Quarter to the POINT OF BEGINNING.

### PARCEL 2B

## EXHIBIT "A"

A parcel of land being a portion of the Northeast Quarter of the Southwest Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of said Northeast Quarter of the Southwest Quarter (center quarter corner) said corner monumented with a 3 inch diameter aluminum disk; thence South 89° 22' 22" West, a distance of 1323.51 feet along the northerly boundary of said Northeast Quarter of the Southwest Quarter to the Northeast corner of Government Lot 3 of said Section 31 said corner lies North 89°22'22" East, a distance of 1418.65 feet from the Northwest corner of said Government Lot 3 (west quarter corner); thence South 0°18'28" East, a distance of 1009.04 feet along the easterly boundary of said Government Lot 3 to a point; thence North 89°41'32" East, a distance of 601.78 feet at right angles to the easterly boundary of said Government Lot 3 to the POINT OF BEGINNING, said point monumented with a 5/8 inch diameter iron pin; thence South 78°30'40" East, a distance of 84.23 feet to a 5/8 inch diameter iron pin; thence South 0°44'33" East, a distance of 101.91 feet to a 5/8 inch diameter iron pin; thence North 68°22'18" West, a distance of 116.83 feet to a 5/8 inch diameter iron pin; thence North 18°07'00" East, a distance of 79.56 feet to the POINT OF BEGINNING.

### PARCEL 2C

#### Ingress-Egress Easement:

A 28.00 foot wide strip of land over and across an existing paved driveway, intended to be a temporary across for the purposes of ingress/egress.

Said strip of land located in a portion of the Northwest Quarter of the Southwest Quarter and in a portion of Government Lot 3 of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of the Southwest Quarter of said Section 31 (center quarter corner) said corner monumented with a 3 inch diameter aluminum disk; thence South 89° 22' 22" West, a distance of 1154.75 feet along the northerly boundary of said Southwest Quarter to the POINT OF BEGINNING, said point lies North 89°22'22" East, a distance of 168.76 feet from the Northeast corner of said Government Lot 3; thence South 0°16'07" East, a distance of 1020.76 feet to a point; thence North 89°52'56" East, a distance of 429.66 feet to a point; thence South 18°07'00" West, a distance of 57.10 feet to a point; thence North 69°37'11" West, a distance of 74.91 feet to a point; thence South 89°52'56" West, a distance of 889.38 feet to a point; thence North 0°07'04" West, a distance of 28.00 feet to a point; thence North 89°52'56" East, a distance of 519.75 feet to a point; thence North 0°16'07" West, a distance of 1020.51 feet to a point on the northerly boundary of said Southwest Quarter; thence North 89°22'22" East, a distance of 28.00 feet along the northerly boundary of said Southwest Quarter to the POINT OF BEGINNING.

### PARCEL 3

## EXHIBIT "A"

This parcel is a portion of the Southwest of Section 31, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the southeast corner of said Southwest, (South Quarter corner), said corner monumented with a 5/8-inch iron pin; thence  
South 88° 42' 53" West a distance of 210.20 feet along the south boundary of the Southeast Quarter of the Southwest to a point; thence  
North 07° 15' 20" East a distance of 30.34 feet to the POINT OF BEGINNING; thence  
South 88° 42' 53" West a distance of 497.44 feet parallel with and 30.00 feet north of the south boundary of the Southeast Quarter of the Southwest Quarter to a point on the easterly boundary of Lookout Basin at Hunter's Point Planned Unit Development "A Golf Community"; thence  
along the easterly boundary of said Lookout Basin at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence  
North 01° 17' 07" West a distance of 117.27 feet to the beginning of a curve; thence  
along said curve turning to the left through an angle of 20° 06' 56", having a radius of 740.50 feet, and whose long chord bears North 11° 20' 35" West a distance of 258.64 feet to a point; thence  
North 21° 24' 03" West a distance of 145.84 feet to the beginning of a curve; thence  
along said curve turning to the right through an angle of 51° 45' 19", having a radius of 467.00 feet, and whose long chord bears North 04° 28' 37" East a distance of 407.64 feet to a point; thence  
North 30° 21' 16" East a distance of 98.45 feet to a point; thence  
North 59° 38' 44" West a distance of 103.00 feet to a point; thence leaving said easterly boundary  
North 30° 21' 16" East a distance of 411.85 feet along the road right of way to the beginning of a curve; thence  
along said curve turning to the right through an angle of 90° 00' 00", having a radius of 20.00 feet, and whose long chord bears North 75° 21' 16" East a distance of 28.28 feet to a point; thence  
along said right of way the following course and distances; thence  
South 59° 38' 44" East a distance of 72.06 feet to the beginning of a curve; thence  
along said curve turning to the left through an angle of 28° 56' 25", having a radius of 189.50 feet, and whose long chord bears South 74° 06' 56" East a distance of 94.70 feet to a point; thence  
South 88° 35' 08" East a distance of 153.55 feet to the beginning of a curve; thence  
along said curve turning to the right through an angle of 30° 34' 17", having a radius of 115.00 feet, and whose long chord bears South 73° 18' 00" East a distance of 60.64 feet to a point; thence  
South 58° 00' 51" East a distance of 139.48 feet to the beginning of a curve; thence  
along said curve turning to the left through 17° 03' 35", having a radius of 177.00 feet, and whose long chord bears South 66° 32' 39" East a distance of 52.51 feet to the beginning of a curve; thence  
along said curve turning to the right through an angle of 66° 21' 14", having a radius of 20.00 feet, and whose long chord bears South 41° 53' 49" East a distance of 21.89 feet to a point; thence  
South 08° 43' 12" East a distance of 196.92 feet to a point on the northerly boundary of South Basin at Hunter's Point Planned Unit Development "A Golf Community"; thence  
along the northerly and westerly boundaries of said Lookout Basin at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence  
South 86° 49' 32" West a distance of 109.17 feet to a point; thence  
South 08° 43' 12" East a distance of 91.79 feet to a point; thence  
South 05° 39' 21" West a distance of 414.88 feet to a point; thence  
South 07° 15' 20" West a distance of 506.56 feet to the POINT OF BEGINNING.

PARCEL 3A: (Right-of-Way Description 3)

## EXHIBIT "A"

A parcel of land being a portion of the Southeast Quarter of the Southwest Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of said Southeast Quarter of the Southwest Quarter, (South Quarter Corner of Section 31), said corner monumented with a 5/8 inch iron pin; thence South 88° 42' 53" West a distance of 210.19 feet along the southerly boundary of said Southeast Quarter of the Southwest Quarter to the POINT OF BEGINNING; thence continuing South 88° 42' 53" West a distance of 492.94 feet along said southerly boundary to a point; thence North 01° 17' 07" West a distance of 30.00 feet to a point; thence North 88° 42' 53" East a distance of 497.44 feet parallel with and 30.00 feet north of the southerly boundary of said Southeast Quarter of the Southwest Quarter; thence South 07° 15' 20" West a distance of 30.34 feet to the POINT OF BEGINNING.

### PARCEL 4

This parcel is a portion of the Southwest Quarter of Section 32, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter, (southwest corner of Section 32), said corner monumented with a brass disk; thence South 89° 04' 29" East a distance of 50.01 feet along the south boundary of said Southwest Quarter to a point on the easterly right of way of Middleton Road; thence North 00° 15' 31" West a distance of 215.05 feet along said right of way to the POINT OF BEGINNING; thence continuing along said right of way North 00° 15' 31" West a distance of 215.79 feet to a point on the Southerly boundary of Miller Crossing at Hunter's Point Planned Unit Development "A Golf Community"; thence along the southerly and easterly boundary of Miller Crossing at Hunter's Point Planned /Unit Development "A Golf Community" the following courses and distances; thence North 89° 44' 32" East a distance of 39.27 feet to the beginning of a curve; thence along said curve turning to the left through an angle of 66° 05' 09", having a radius of 345.50 feet, and whose long chord bears North 56° 41' 57" East a distance of 376.78 feet to a point; thence North 23° 39' 23" East a distance of 122.09 feet to the beginning of a curve; thence along said curve turning to the left through an angle of 44° 28' 11", having a radius of 428.00 feet, and whose long chord bears North 01° 25' 17" East a distance of 323.91 feet to a point; thence South 89° 44' 32" West a distance of 100.67 feet to a point; thence North 18° 26' 52" West a distance of 72.01 feet to a point; thence North 25° 25' 52" East a distance of 534.18 feet to a point; thence South 89° 35' 58" East a distance of 105.93 feet to a point on the westerly boundary of Herron Springs at Hunter's Point Planned Unit Development "A Golf Community"; thence along the westerly boundaries of Herron Springs and Herron Springs 2 at Hunter's Point Planned Unit Development "A Golf Community" the following courses and distances; thence along a curve turning to the left through an angle of 71 ° 25' 31", having a radius of 106.83 feet, and whose long chord bears South 53° 46' 26" East a distance of 124.72 feet to a point; thence South 89° 29' 10" East a distance of 213.30 feet to a point; thence South 00° 16' 25" East a distance of 55.67 feet to a point; thence South 08° 07' 06" East a distance of 515.34 feet to a point; thence South 00° 35' 52" East a distance of 198.10 feet to a point; thence South 06° 07' 27" West a distance of 57.67 feet to a point; thence

## EXHIBIT "A"

South 30° 22' 40" West a distance of 433.40 feet to a point; thence  
South 32° 05' 30" West a distance of 350.45 feet to a point; thence  
South 00° 15' 31" East a distance of 15.01 feet to a point on the northerly right of way of Greenhurst Road; thence  
along said northerly right of way the following courses and distances; thence  
North 89° 04' 29" West a distance of 538.99 feet parallel with the south boundary of said Southwest Quarter to a  
point; thence  
North 53° 56' 20" West a distance of 43.44 feet to a point; thence  
North 26° 35' 03" West a distance of 33.82 feet to a point; thence  
North 00° 15' 31" West a distance of 25.01 feet to a point; thence  
North 06° 57' 04" West a distance of 85.81 feet to the POINT OF BEGINNING.

### PARCEL 5

This parcel is a portion of the Southeast Quarter of Section 31 Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the southeast corner of said Southeast Quarter, (southeast corner of Section 31), said corner monumented with a brass disk; thence  
South 88° 43' 44" West a distance of 50.01 feet along the south boundary of said Southeast Quarter to a point on the westerly right of way of Middleton Road; thence  
North 00° 15' 30" West a distance of 110.02 feet parallel with and 50.00 feet west of the east boundary of said Southeast Quarter to the POINT OF BEGINNING; thence along the northerly boundary of Greenhurst Road the following courses and distances; thence  
South 34° 56' 08" West a distance of 43.38 feet to a point; thence  
South 62° 22' 06" West a distance of 33.78 feet to a point; thence  
South 88° 43' 44" West a distance of 25.00 feet to a point; thence  
South 82° 02' 02" West a distance of 85.77 feet to a point; thence  
South 00° 15' 31" East a distance of 20.00 feet to a point; thence  
South 88° 43' 44" West a distance of 549.07 feet to a point on the easterly boundary of Royal Ridge at Hunter's Point Planned Unit Development "A Golf Community"; thence  
along the easterly and northerly boundaries of said Royal Ridge and the northerly and westerly boundaries of Monarch Pass at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence  
North 08° 03' 50" West a distance of 11.73 feet to a point; thence  
North 03° 24' 12" West a distance of 110.84 feet to a point; thence  
North 71° 47' 43" West a distance of 456.37 feet to a point; thence  
North 59° 10' 46" West a distance of 539.01 feet to the beginning of a curve; thence  
along said curve turning to the left through an angle of 85° 01' 56", having a radius of 193.50 feet, and whose long chord bears North 56° 50' 38" West a distance of 261.53 feet to a point; thence  
North 90° 00' 00" West for a distance of 489.92 feet to the beginning of a curve; thence  
along said curve turning to the right through an angle of 92° 49' 49", having a radius of 100.00 feet, and whose long chord bears North 43° 35' 06" West a distance of 144.87 feet to a point; thence  
North 02° 49' 49" East a distance of 137.39 feet to the beginning of a curve; thence  
along said curve turning to the left through an angle of 92° 57' 41", having a radius of 43.00 feet, and whose long chord bears North 43° 39' 02" West a distance of 62.36 feet to a point; thence  
South 89° 52' 08" West a distance of 69.22 feet to a point on the easterly right of way; thence along said right of way the following courses and distances; thence  
North 08° 43' 12" West a distance of 184.69 feet to the beginning of a curve; thence

## EXHIBIT "A"

along said curve turning to the right through  $97^{\circ} 42' 48''$ , having a radius of 20.00 feet, and whose long chord bears North  $40^{\circ} 08' 12''$  East a distance of 30.12 feet to a point; thence North  $88^{\circ} 59' 36''$  East a distance of 645.86 feet to a point on the westerly boundary of Circling Raven at Hunter's Point Planned Unit Development "A Golf Community"; thence along the westerly and southerly boundaries of Circling Raven at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence South  $01^{\circ} 00' 24''$  East a distance of 85.00 feet to a point; thence South  $84^{\circ} 06' 56''$  East a distance of 343.87 feet to a point; thence South  $72^{\circ} 49' 42''$  East a distance of 52.13 feet to a point; thence South  $64^{\circ} 06' 42''$  East a distance of 731.53 feet to a point; thence South  $17^{\circ} 02' 21''$  East a distance of 150.19 feet to a point; thence South  $73^{\circ} 38' 00''$  East a distance of 642.74 feet to a point; thence North  $01^{\circ} 41' 19''$  West a distance of 119.39 feet to a point; thence North  $89^{\circ} 44' 29''$  East a distance of 184.64 feet to a point on the westerly right of way of Middleton Road; thence South  $00^{\circ} 15' 31''$  East a distance of 432.67 feet along said right of way to the POINT OF BEGINNING.

### PARCEL 6

This parcel is a portion of the Southwest of Section 31, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the northwest corner of said Southwest Quarter, (West Quarter corner), said corner monumented with an aluminum disk; thence North  $89^{\circ} 22' 22''$  East a distance of 40.01 feet along the north boundary of said Southwest Quarter to a point; thence South  $00^{\circ} 47' 33''$  West a distance of 50.01 feet parallel with and 40.00 feet east of the west boundary of said Southwest Quarter to a point; thence North  $89^{\circ} 22' 22''$  East a distance of 982.38 feet parallel with and 50.00 feet south of the north boundary of Southwest Quarter to a point on the west boundary of North Slope at Hunter's Point Planned Unit Development "A Golf Community"; thence South  $00^{\circ} 01' 06''$  East a distance of 124.29 feet along said west boundary to the southwest corner of said North Slope at Hunter's Point Planned Unit Development "A Golf Community"; thence along the southerly boundary of said North Slope at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence South  $70^{\circ} 52' 03''$  East a distance of 422.62 feet to a point; thence South  $66^{\circ} 04' 11''$  East a distance of 908.23 feet to the southeast corner of said North Slope at Hunter's Point Planned Unit Development "A Golf Community", said point also being a point on the westerly boundary of Sunrise Crossing at Hunter's Point Planned Unit Development "A Golf Community"; thence along the westerly boundary of said Sunrise Crossing at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence South  $00^{\circ} 11' 03''$  West a distance of 98.62 feet to the beginning curve; thence along said curve turning to the right through an angle of  $24^{\circ} 00' 53''$ , having a radius of 372.00 feet, and whose long chord bears South  $12^{\circ} 08' 35''$  West a distance of 154.78 feet to a point; thence leaving said westerly boundary South  $62^{\circ} 18' 57''$  East a distance of 56.09 feet to the POINT OF BEGINNING, said point being a point on the southerly boundary of Sunrise Crossing; thence along the southerly boundary of said Sunrise Crossing at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence

## EXHIBIT "A"

South 62° 18' 57" East a distance of 239.62 feet to a point; thence  
South 88° 35' 08" East a distance of 73.03 feet to a point on the right of way and the beginning of a curve; thence  
along said right of way the following courses and distances; thence  
along said curve turning to the right through an angle of 05° 19' 46", having a radius of 400.00 feet, and whose  
long chord bears South 13° 22' 44" West a distance of 37.19 feet to a point; thence  
South 22° 29' 37" West a distance of 35.61 feet to a point; thence  
South 16° 02' 37" West a distance of 17.51 feet to the beginning of a curve; thence  
along said curve turning to the right through 86° 37' 54", having a radius of 20.00 feet, and whose long chord  
bears South 59° 21' 34" West a distance of 27.44 feet to the beginning of a curve; thence  
along said curve turning to the left through an angle of 11° 15' 40", having a radius of 177.50 feet, and whose long  
chord bears North 82° 57' 19" West a distance of 34.83 feet to a point; thence  
North 88° 35' 08" West a distance of 140.04 feet to the beginning of a curve; thence  
along said curve turning to the right through an angle of 28° 56' 25", having a radius of 122.50 feet, and whose  
long chord bears North 74° 06' 56" West a distance of 61.22 feet to a point; thence  
North 59° 38' 44" West a distance of 74.06 feet to the beginning of a curve; thence  
along said curve turning to the right through an angle of 90° 00' 00", having a radius of 20.00 feet, and whose  
long chord bears North 14° 38' 44" West a distance of 28.28 feet to a point; thence  
North 30° 21' 16" East a distance of 99.33 feet to the beginning of a curve; thence  
along said curve turning to the left through an angle of 05° 44' 29", having a radius of 428.00 feet, and whose long  
chord bears North 27° 29' 02" East a distance of 42.87 feet to the POINT OF BEGINNING.

### PARCEL 7

This parcel is a portion of the Southwest Quarter of Section 31, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the northwest corner of said Southwest Quarter, (West Quarter corner), said corner  
monumented with an aluminum disk; thence  
North 89° 22' 22" East a distance of 2742.16 feet along the north boundary of said Southwest Quarter to the  
northeast corner of said Southwest Quarter; thence  
South 00° 17' 14" East a distance of 1187.70 feet along the east boundary of said Southwest Quarter to the POINT  
OF BEGINNING; thence continuing along said east boundary  
South 00° 17' 14" East a distance of 121.64 feet to a point on the northerly right of way; thence  
along the northerly and easterly right of way the following courses and distances; thence  
South 88° 59' 36" West a distance of 13.25 feet to the beginning of a curve; thence  
along said curve turning to the right through an angle of 32° 59' 32", having a radius of 122.00 feet, and whose  
long chord bears North 74° 30' 37" West a distance of 69.28 feet to a point; thence  
North 58° 00' 51" West a distance of 94.12 feet to the beginning of a curve; thence  
along said curve turning to the right through an angle of 74° 03' 28", having a radius of 20.00 feet, and whose  
long chord bears North 20° 59' 07" West a distance of 24.09 feet to a point; thence  
North 16° 02' 37" East a distance of 44.87 feet to a point; thence  
North 09° 31' 35" East a distance of 35.24 feet to a point; thence  
South 72° 36' 39" East a distance of 156.80 feet to the POINT OF BEGINNING.

### PARCEL 8

## EXHIBIT "A"

A parcel of land being a portion of the East Half of the Southwest Quarter and a portion of Government Lot 3 and a portion of Government Lot 4 of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northwest corner of said Government Lot 3, (West Quarter corner), said corner monumented with a 3 inch diameter aluminum disk; thence  
North 89° 22' 22" East, a distance of 40.01 feet along the northerly boundary of said Government Lot 3 to a point; thence  
South 00° 47' 33" West a distance of 650.35 feet along a line that is 40.00 feet east of and parallel with the westerly boundary of said Government Lot 3 to a point; thence  
South 81° 20' 30" East a distance of 122.04 feet to a point; thence  
through a curve to the left with a central angle of 32° 12' 34", a radius of 250.00 feet, and a long chord which bears North 82° 33' 14" East a distance of 138.70 feet to a point; thence  
North 66° 26' 57" East a distance of 109.14 feet to a point; thence  
through a curve to the right with a central angle of 33° 01' 47", a radius of 190.00 feet, and a long chord which bears North 82° 57' 50" East a distance of 108.02 feet to a point; thence  
South 80° 31' 16" East a distance of 89.75 feet to a point; thence  
South 72° 18' 50" East a distance of 111.56 feet to a point; thence  
South 68° 34' 22" East a distance of 368.35 feet to a point; thence  
South 85° 20' 04" East a distance of 101.79 feet to a point; thence  
South 36° 36' 26" East a distance of 66.94 feet to a point; thence  
South 65° 59' 23" East a distance of 149.97 feet to the POINT OF BEGINNING; thence continuing  
South 65° 59' 23" East a distance of 156.94 feet to a point; thence  
South 02° 49' 09" East a distance of 292.72 feet to a point; thence  
South 59° 38' 44" East a distance of 459.85 feet to a point; thence  
through a curve to the left with a central angle of 90° 00' 00", a radius of 20.00 feet, and a long chord which bears North 75° 21' 16" East a distance of 28.28 feet to a point; thence  
South 25° 53' 56" West a distance of 74.13 feet to a point; thence  
through a curve to the left with a central angle of 81° 05' 20", a radius of 20.00 feet, and a long chord which bears North 19° 06' 04" West a distance of 26.00 feet to a point; thence  
North 59° 38' 44" West a distance of 345.23 feet to a point; thence  
South 10° 32' 57" West a distance of 40.71 feet to a point; thence  
North 55° 37' 48" West a distance of 83.25 feet to a point; thence  
South 88° 28' 05" West a distance of 173.23 feet to a point; thence  
North 00° 47' 33" East a distance of 446.81 feet parallel with the west boundary of said Government Lot 3 to the POINT OF BEGINNING.

### PARCEL 9

A parcel of land being a portion of the East Half of the Southwest Quarter and a portion of Government Lot 3 and a portion of Government Lot 4 of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northwest corner of said Government Lot 3, (West Quarter corner), said corner monumented with a 3 inch diameter aluminum disk; thence  
North 89° 22' 22" East a distance of 40.01 feet along the northerly boundary of said Government Lot 3 to a point; thence

## EXHIBIT "A"

South 00° 47' 33" West a distance of 650.35 feet along a line that is 40.00 feet east of and parallel with the westerly boundary of said Government Lot 3 to a point; thence  
South 81° 20' 30" East a distance of 122.04 feet to a point; thence  
through a curve to the left with a central angle of 32° 12' 34", a radius of 250.00 feet, and a long chord which  
bears North 82° 33' 14" East a distance of 138.70 feet to a point; thence  
North 66° 26' 57" East a distance of 109.14 feet to a point; thence  
through a curve to the right with a central angle of 33° 01' 47", a radius of 190.00 feet, and a long chord which  
bears North 82° 57' 50" East a distance of 108.02 feet to a point; thence  
South 80° 31' 16" East a distance of 89.75 feet to a point; thence  
South 72° 18' 50" East a distance of 111.56 feet to a point; thence  
South 68° 34' 22" East a distance of 368.35 feet to a point; thence  
South 85° 20' 04" East a distance of 101.79 feet to a point; thence  
South 36° 36' 26" East a distance of 66.94 feet to a point; thence  
South 65° 59' 23" East a distance of 306.89 feet to the POINT OF BEGINNING; thence  
North 85° 33' 07" East a distance of 316.04 feet to a point; thence  
South 59° 05' 13" East a distance of 380.54 feet to a point; thence  
South 30° 21' 16" West a distance of 401.68 feet to a point; thence  
through a curve to the right with a central angle of 90° 00' 00", a radius of 20.00 feet, and a long chord which  
bears South 75° 21' 16" West a distance of 28.28 feet to a point; thence  
North 59° 38' 44" West a distance of 459.85 feet to a point; thence  
North 03° 49' 09" West a distance of 292.72 feet to the POINT OF BEGINNING.

### PARCEL 9A: (Road Way Remainder)

This parcel is a portion of the Southwest Quarter of Section 31, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the southeast corner of said Southwest Quarter, (South Quarter corner), said corner  
monumented with a 5/8 inch iron pin; thence  
North 00° 17' 14" West a distance of 1037.59 feet along the east boundary of the Southwest Quarter to the POINT  
OF BEGINNING; thence  
South 86° 49' 32" West a distance of 1.15 feet to a point; thence  
North 08° 43' 12" West a distance of 196.92 feet to the beginning of a curve; thence  
along said curve turning to the left through an angle of 66° 21' 14", having a radius of 20.00 feet, and whose long  
chord bears North 41° 53' 49" West a distance of 21.89 feet to a point of reverse curve; thence  
along said curve turning to the right through 17° 03' 35", having a radius of 177.00 feet, and whose long chord  
bears North 66° 32' 39" West a distance of 52.51 feet to the beginning of a curve; thence  
North 58° 00' 51" West a distance of 139.48 feet to the beginning of a curve; thence  
along said curve turning to the left through an angle of 30° 34' 17", having a radius of 115.00 feet, and whose long  
chord bears North 73° 18' 00" West a distance of 60.64 feet to a point; thence  
North 88° 35' 08" West a distance of 153.55 feet to the beginning of a curve; thence  
along said curve turning to the right through an angle of 28° 56' 25", having a radius of 189.50 feet, and whose  
long chord bears North 74° 06' 56" West a distance of 94.70 feet to a point; thence  
North 59° 38' 44" West a distance of 72.06 feet to the beginning of a curve; thence  
along said curve turning to the left through an angle of 90° 00' 00", having a radius of 20.00 feet, and whose long  
chord bears South 75° 21' 16" West a distance of 28.28 feet to a point; thence  
South 30° 21' 16" West a distance of 411.85 feet to a point; thence  
North 49° 01' 33" West a distance of 56.98 feet to a point; thence

## EXHIBIT "A"

North 30° 21' 16" East a distance of 403.35 feet to a point; thence  
North 28° 10' 22" East a distance of 52.54 feet to a point; thence  
North 30° 21' 16" East a distance of 151.84 feet to the beginning of a curve; thence  
along said curve turning to the left through an angle of 06° 12' 15", having a radius of 372.00 feet, and whose long  
chord bears North 27° 15' 09" East a distance of 40.26 feet to a point; thence  
South 62° 18' 57" East a distance of 56.09 feet to the beginning of a curve; thence  
along said curve turning to the right through an angle of 05° 44' 29", having a radius of 428.00 feet, and whose  
long chord bears South 27° 29' 02" West a distance of 42.87 feet to a point; thence  
South 30° 21' 16" West a distance of 99.34 feet to the beginning of a curve; thence  
along said curve turning to the left through an angle of 90° 00' 00", having a radius of 20.00 feet, and whose long  
chord bears South 14° 38' 44" East a distance of 28.28 feet to a point; thence  
South 59° 38' 44" East a distance of 74.06 feet to the beginning of a curve; thence  
along said curve turning to the left through an angle of 28° 56' 25", having a radius of 122.50 feet, and whose long  
chord bears South 74° 06' 56" East a distance of 61.22 feet to a point; thence  
South 88° 35' 08" East a distance of 140.04 feet to the beginning of a curve; thence  
along said curve turning to the right through an angle of 11° 15' 40", having a radius of 177.50 feet, and whose  
long chord bears South 82° 57' 19" East a distance of 34.83 feet to a point of reverse curve; thence  
along said curve turning to the left through an angle of 86° 37' 54", having a radius of 20.00 feet, and whose long  
chord bears North 59° 21' 34" East a distance of 27.44 feet to a point; thence  
North 16° 02' 37" East a distance of 17.51 feet to a point; thence  
North 22° 29' 37" East a distance of 35.61 feet to the beginning of a curve; thence  
along said curve turning to the left through an angle of 05° 19' 46", having a radius of 400.00 feet, and whose long  
chord bears North 13° 22' 44" East a distance of 37.19 feet to a point; thence  
South 41° 11' 33" East a distance of 68.65 feet to a point; thence  
South 09° 31' 35" West a distance of 35.24 feet to a point; thence  
South 16° 02' 37" West a distance of 44.87 feet to the beginning of a curve; thence  
along said curve turning to the left through an angle of 74° 03' 28", having a radius of 20.00 feet, and whose long  
chord bears South 20° 59' 07" East a distance of 24.09 feet to a point; thence  
South 58° 00' 51" East a distance of 94.12 feet to the beginning of a curve; thence  
along said curve turning to the left through an angle of 32° 59' 32" having a radius of 122.00 feet, and whose long  
chord bears South 74° 30' 37" East a distance of 69.28 feet to a point; thence  
North 88° 59' 36" East a distance of 13.25 feet to a point on the east boundary of said Southwest Quarter; thence  
South 00° 17' 14" East a distance of 265.86 feet to the POINT OF BEGINNING.

### PARCEL 10

A parcel of land being a portion of the North Half of the Southwest Quarter of Section 31, Township 3 North,  
Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of said North Half of the Southwest Quarter, (Center Quarter corner),  
corner monumented with a 3-inch diameter aluminum disk; thence  
South 89° 22' 22" West, a distance of 698.08 feet along the Northerly boundary of said North Half of the  
Southwest Quarter to the POINT OF BEGINNING; thence leaving the Northerly boundary of said North Half of  
the Southwest Quarter,  
South 00° 37' 38" East, a distance of 40.00 feet to the beginning at a non-tangent curve, monumented with a 5/8  
inch diameter iron pin; thence

## EXHIBIT "A"

a distance of 31.42 feet along a curve to the right with a radius of 20.00 feet, through a central angle of  $90^{\circ} 00' 00''$ , the long chord of which bears South  $45^{\circ} 37' 38''$  East, a distance of 28.28 feet to a point monumented with a 5/8-inch diameter iron pin; thence tangents to said curve South  $00^{\circ} 37' 38''$  East, a distance of 86.26 feet to the beginning of a tangent curve, monumented with a 5/8-inch diameter iron pin; thence a distance of 190.85 feet along a curve to the left with a radius of 442.50 feet, through a central angle of  $24^{\circ} 42' 40''$ , the long chord of which bears South  $12^{\circ} 58' 58''$  East, a distance of 189.37 feet to a point monumented with a 5/8-inch diameter iron pin; thence tangent to said curve South  $25^{\circ} 20' 18''$  East, a distance of 85.32 feet to the beginning of a tangent curve, monumented with a 5/8-inch diameter iron pin; thence a distance of 32.00 feet along a curve to the right, with a radius of 20.00 feet through a central angle of  $91^{\circ} 40' 06''$ , the long chord of which bears South  $20^{\circ} 29' 45''$  West, a distance of 28.69 feet to a point monumented with a 5/8-inch diameter iron pin; thence non-tangent to said curve South  $34^{\circ} 05' 28''$  East, a distance of 56.94 feet to the beginning of a non-tangent curve, monumented with a 5/8-inch diameter iron pin; thence a distance of 30.83 feet along a curve to the right, with a radius of 20.00 feet, through a central angle of  $88^{\circ} 19' 56''$ , the long chord of which bears South  $69^{\circ} 30' 14''$  East, a distance of 27.87 feet to a point monumented with a 5/8-inch diameter iron pin; thence tangent to said curve South  $25^{\circ} 20' 18''$  East, a distance of 53.26 feet to the beginning of a tangent curve, monumented with a 5/8-inch diameter iron pin; thence a distance of 158.12 feet along a curve to the right, with a radius of 372.00 feet, through a central angle of  $24^{\circ} 21' 13''$ , the long chord of which bears South  $13^{\circ} 09' 42''$  East, a distance of 156.93 feet to a point monumented with a 5/8-inch diameter iron pin; thence non-tangent to said curve North  $66^{\circ} 04' 11''$  West, a distance of 908.24 feet to a point monumented with a 5/8-inch diameter iron pin; thence North  $70^{\circ} 52' 03''$  West, a distance of 422.62 feet to a point monumented with a 5/8-inch diameter iron pin; thence North  $00^{\circ} 01' 06''$  West, a distance of 174.29 feet to a point on the Northerly boundary of said North Half of the Southwest Quarter said point monumented with a 5/8-inch diameter iron pin; thence North  $89^{\circ} 22' 22''$  East, a distance of 1022.40 feet along the Northerly boundary of said North Half of the Southwest Quarter to the POINT OF BEGINNING.

### PARCEL 11

This parcel is a portion of the Southwest of Section 31 Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

BEGINNING at the southeast corner of said Southwest Quarter, (South Quarter corner), said corner monumented with a 5/8 inch iron pin; thence South  $88^{\circ} 42' 53''$  West a distance of 210.20 feet along the south boundary of the Southeast Quarter of the Southwest Quarter to a point; thence North  $07^{\circ} 15' 20''$  East a distance of 536.90 feet to a point; thence North  $05^{\circ} 39' 21''$  East a distance of 414.88 feet to a point; thence North  $08^{\circ} 43' 12''$  West a distance of 91.79 feet to a point; thence North  $86^{\circ} 49' 32''$  East a distance of 110.32 feet to a point on the east boundary of said Southwest Quarter; thence South  $00^{\circ} 17' 14''$  East a distance of 1037.59 feet to the POINT OF BEGINNING.

### PARCEL 12

## EXHIBIT "A"

A parcel of land being a portion of the Southeast Quarter of the Southwest Quarter and a portion of Southwest Quarter of the Southeast Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at the Southeast corner of said Southeast Quarter of the Southwest Quarter, (South Quarter corner), said corner monumented with a 5/8 inch diameter iron pin; thence South 88° 42' 53" West a distance of 210.19 feet along the southerly boundary of said Southeast Quarter of the Southwest Quarter to a point; thence leaving the southerly boundary of said Southeast Quarter of the Southwest Quarter, North 07° 15' 20" East a distance of 536.90 feet to a point; thence North 05° 39' 21" East a distance of 414.88 feet to a point; thence North 08° 43' 12" West a distance of 91.79 feet to a point; thence North 86° 51' 59" East a distance of 105.50 feet to a point; thence North 85° 38' 59" East a distance of 37.61 feet to a point; thence South 08° 43' 12" East a distance of 25.84 feet to the beginning of a tangent curve right and having a radius of 400.00 feet; thence a distance of 74.99 feet along the arc of said curve, through a central angle of 10° 44' 32", the long chord of which bears South 03° 20' 56" East a distance of 74.89 feet to a point; thence tangent to said curve, South 02° 01' 20" West a distance of 213.65 feet to the beginning of tangent curve left and having a radius of 100.00 feet; thence a distance of 160.61 feet along the arc of said curve, through a central angle of 92° 01' 20", the long chord of which bears South 43° 59' 20" East a distance of 143.90 feet to a point; thence non tangent to said curve, South 0° 48' 14" West a distance of 620.16 feet to a point on the southerly boundary of said Southwest Quarter of the Southeast Quarter; thence South 88° 43' 44" West a distance of 119.50 feet along the southerly boundary of said Southwest Quarter of the Southeast Quarter to the POINT OF BEGINNING.

### PARCEL 13

A parcel of land being a portion of the Southwest Quarter of the Southeast Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of said Southwest Quarter of the Southeast Quarter, (South Quarter corner), said corner monumented with a 5/8 inch diameter iron pin; thence North 88° 43' 44" East a distance of 119.50 feet along the southerly boundary of said Southwest Quarter of the Southeast Quarter to a point; thence leaving the southerly boundary of said Southwest Quarter of the Southeast Quarter, North 0° 48' 14" East a distance of 620.16 feet to the POINT OF BEGINNING, said point being the beginning of a non tangent curve right and having a radius of 100.00 feet; thence a distance of 160.61 feet along the arc of said curve, through a central angle of 92° 01' 20", the long chord of which bears North 43° 59' 20" West a distance of 143.90 feet to a point; thence tangent to said curve, North 02° 01' 20" East a distance of 213.65 feet to the beginning of tangent curve left and having a radius of 400.00 feet; thence a distance of 74.99 feet along the arc of said curve, through a central angle of 10° 44' 32", the long chord of which bears North 03° 20' 56" West a distance of 74.89 feet to a point; thence tangent to said curve, North 08° 43' 12" West a distance of 25.84 feet to a point; thence North 85° 38' 59" East a distance of 36.75 feet to a point; thence

## EXHIBIT "A"

North  $89^{\circ} 52' 08''$  East a distance of 65.69 feet to the beginning of a tangent curve right and having a radius of 43.00 feet; thence  
a distance of 69.77 feet along the arc of said curve, through a central angle of  $92^{\circ} 57' 41''$ , the long chord of which bears South  $43^{\circ} 39' 02''$  East a distance of 62.36 feet to a point; thence tangent to said curve,  
South  $02^{\circ} 49' 49''$  West a distance of 137.39 feet to the beginning of a tangent curve left and having a radius of 100.00 feet; thence  
a distance of 162.02 feet along the arc of said curve, through a central angle of  $92^{\circ} 49' 49''$ , the long chord of which bears South  $43^{\circ} 35' 06''$  East a distance of 144.87 feet; thence tangent to said curve,  
North  $90^{\circ} 00' 00''$  East a distance of 552.86 feet to the beginning of a non tangent curve right and having a radius of 193.46 feet; thence  
a distance of 223.96 feet along the arc of said curve, through a central angle of  $66^{\circ} 19' 42''$ , the long chord of which bears South  $47^{\circ} 29' 02''$  East a distance of 211.66 feet to a point; thence non tangent to said curve,  
South  $89^{\circ} 42' 46''$  West a distance of 385.29 feet to a point; thence  
North  $66^{\circ} 43' 50''$  West a distance of 30.30 feet to a point; thence  
South  $90^{\circ} 00' 00''$  West, a distance of 433.54 feet to the POINT OF BEGINNING.

### PARCEL 14

A parcel of land being a portion of the Southwest Quarter of the Southeast Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of said Southwest Quarter of the Southeast Quarter, (South Quarter corner), said corner monumented with a 5/8 inch diameter iron pin; thence  
North  $88^{\circ} 43' 44''$  East a distance of 119.50 feet along the southerly boundary of said Southwest Quarter of the Southeast Quarter to the POINT OF BEGINNING; thence leaving the southerly boundary of said Southwest Quarter of the Southeast Quarter,  
North  $0^{\circ} 48' 14''$  East a distance of 620.16 feet to a point; thence  
North  $90^{\circ} 00' 00''$  East a distance of 433.54 feet to a point; thence  
South  $66^{\circ} 43' 50''$  East a distance of 30.30 feet to a point; thence  
North  $89^{\circ} 42' 46''$  East a distance of 95.29 feet to a point; thence  
South  $0^{\circ} 17' 14''$  East a distance of 596.00 feet parallel with the westerly boundary of said Southwest Quarter of the Southeast Quarter to a point on the southerly boundary of said Southwest Quarter of the Southeast Quarter; thence  
South  $88^{\circ} 43' 44''$  West a distance of 568.50 feet along the southerly boundary of said Southwest Quarter of the Southeast Quarter to the POINT OF BEGINNING.

### PARCEL 15

A parcel of land being a portion of the South Half of the Southeast Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of said South Half of the Southeast Quarter, (section corner common to sections 31, 32, 5 and 6), said corner monumented with a 3 inch diameter brass disk; thence  
North  $00^{\circ} 15' 31''$  West a distance of 530.97 feet along the easterly boundary of said South Half of the Southeast Quarter to the POINT OF BEGINNING; thence  
North  $89^{\circ} 35' 58''$  West a distance of 214.86 feet to a point; thence  
South  $28^{\circ} 15' 38''$  West a distance of 113.60 feet to a point; thence

## EXHIBIT "A"

North 73° 38' 00" West a distance of 603.68 feet to a point on the easterly right of way of the Thacker Lateral; thence  
North 16° 33' 03" West a distance of 142.83 feet along the easterly right of way of said Thacker Lateral to a point; thence  
North 26° 25' 20" West a distance of 7.47 feet along the easterly right of way of said Thacker Lateral to a point; thence leaving the easterly right of way of said Thacker Lateral,  
North 64° 06' 42" West a distance of 731.53 feet to a point; thence  
North 72° 49' 42" West a distance of 52.13 feet to a point; thence  
North 81° 32' 41" West a distance of 346.09 feet to a point; thence  
North 01° 00' 24" West a distance of 125.36 feet to a point on the northerly boundary of said South Half of the Southeast Quarter and the southerly boundary of Carriage Hill Subdivision No. 2 as on file in Book 30 of Plats at Page 41 in the Office of the Recorder of Canyon County, Idaho; thence  
North 88° 59' 36" East a distance of 1484.55 feet along the northerly boundary of said South Half of the Southeast Quarter and the southerly boundary of said Carriage Hill Subdivision No. 2 to a point on the westerly right of way of Robinson Lateral; thence  
along the westerly right of way of said Robinson Lateral the following courses and distances; thence  
South 45° 23' 59" East a distance of 56.68 feet to the beginning of a tangent curve right and having a radius of 129.00 feet; thence  
a distance of 83.59 feet along the arc of said curve, through a central angle of 37° 07' 38", the long chord of which bears South 26° 50' 11" East a distance of 82.14 feet to a point; thence tangent to said curve,  
South 08° 16' 22" East a distance of 124.71 feet to a point; thence  
South 17° 57' 33" East a distance of 91.64 feet to a point; thence  
South 31° 21' 53" East a distance of 101.17 feet to the beginning of a tangent curve right and having a radius of 221.00 feet; thence  
a distance of 109.31 feet along the arc of said curve, through a central angle of 28° 20' 20", the long chord of which bears South 17° 11' 55" East a distance of 108.20 feet to the beginning of a reverse curve left and having a radius of 202.00 feet; thence  
a distance of 94.20 feet along the arc of said curve, through a central angle of 26° 43' 09", the long chord of which bears South 16° 23' 20" East a distance of 93.35 feet to a point; thence tangent to said curve,  
South 29° 45' 21" East a distance of 71.63 feet to the beginning of a tangent curve right and having a radius of 90.00 feet; thence  
a distance of 16.30 feet along the arc of said curve, through a central angle of 10° 22' 47", the long chord of which bears South 24° 33' 58" East a distance of 16.28 feet to a point; thence leaving the westerly right of way of said Robinson Lateral and non tangent to said curve,  
South 89° 35' 58" East a distance of 182.75 feet to a point on the easterly boundary of said South Half of the Southeast Quarter; thence  
South 0° 15' 31" East a distance of 71.00 feet along the easterly boundary of said South Half of the Southeast Quarter to the POINT OF BEGINNING.

### PARCEL 15A

A parcel of land being a portion of the South Half of the Southeast Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of said South Half of the Southeast Quarter, (section corner common to sections 31, 32, 5 and 6) said corner monumented with a 3 inch diameter brass disk; thence

## EXHIBIT "A"

North  $0^{\circ}15'31''$  West, a distance of 1291.25 feet along the easterly boundary of said South Half of the Southeast Quarter to the Northeast corner of said South Half of the Southeast Quarter (South  $1/16$  corner common to sections 31 and 32); thence  
South  $88^{\circ}59'36''$  West, a distance of 50.00 feet along the northerly boundary of said South Half of the Southeast Quarter to a point lying 50.00 feet Westerly of the easterly boundary of said South Half of the Southeast Quarter, said point being the POINT OF BEGINNING; thence continuing  
South  $88^{\circ}59'36''$  West, of a distance of 406.65 feet along the northerly boundary of said South Half of the Southeast Quarter to a point on the westerly right of way of Robinson Lateral; thence along the westerly right of way of Robinson Lateral the following courses and distances: thence  
South  $45^{\circ}23'59''$  East, a distance of 56.68 feet to the beginning of a tangent curve right and having a radius of 129.00 feet; thence  
a distance of 83.59 feet along the arc of said curve, through a central angle of  $37^{\circ}07'38''$ , the long chord of which bears South  $26^{\circ}50'11''$  East, a distance of 82.14 feet to a point; thence tangents to said curve,  
South  $08^{\circ}16'22''$  East, a distance of 124.71 feet to a point; thence  
South  $17^{\circ}57'33''$  East, a distance of 91.64 feet to a point; thence  
South  $31^{\circ}21'53''$  East, a distance of 101.17 feet to the beginning of a tangent curve right and having a radius of 221.00 feet; thence  
a distance of 109.31 feet along the arc of said curve, through a central angle of  $28^{\circ}20'20''$ , the long chord of which bears South  $17^{\circ}11'55''$  East, a distance of 108.20 feet to the beginning of a reverse curve left and having a radius of 202.00 feet; thence  
a distance of 6.08 feet along the arc of said curve, through a central angle of  $01^{\circ}43'31''$ , the long chord of which bears South  $03^{\circ}53'31''$  East, a distance of 6.08 feet to a point; thence leaving the westerly right of way of said Robinson Lateral and non tangent to said curve,  
South  $89^{\circ}35'58''$  East, a distance of 200.28 feet to a point lying 50.00 feet westerly of the easterly boundary of said South Half of the Southeast Quarter; thence  
North  $00^{\circ}15'31''$  West, a distance of 528.06 feet along a line that lies 50.00 feet to westerly of and parallel with the easterly boundary of said South Half of the Southeast Quarter to the POINT OF BEGINNING.

### PARCEL 15B

A parcel of land being a portion of the South Half of the Southeast Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of said South Half of the Southeast Quarter, (section corner common to sections 31, 32, 5 and 6), said corner monumented with a 3 inch diameter brass disk; thence  
North  $00^{\circ}15'31''$  West a distance of 597.80 feet along the easterly boundary of said South Half of the Southeast Quarter to a point; thence  
South  $89^{\circ}44'29''$  West a distance of 50.00 feet to a point on the westerly right-of-way of Middleton Road, said point being the POINT OF BEGINNING; thence  
North  $00^{\circ}15'31''$  West a distance of 692.80 feet along said westerly right-of-way to a point on the north boundary of said South Half of the Southeast Quarter; thence  
South  $88^{\circ}59'36''$  West a distance of 406.66 feet along the northerly boundary of said South Half of the Southeast Quarter to a point on the westerly right of way of Robinson Lateral; thence  
along the westerly right of way of said Robinson Lateral the following courses and distances; thence  
South  $45^{\circ}23'59''$  East a distance of 56.67 feet to the beginning of a tangent curve right and having a radius of 129.00 feet; thence  
a distance of 83.59 feet along the arc of said curve, through a central angle of  $37^{\circ}07'38''$ , the long chord of which bears South  $26^{\circ}50'11''$  East a distance of 82.14 feet to a point; thence tangent to said curve,

## EXHIBIT "A"

South 08° 16' 22" East a distance of 124.71 feet to a point; thence  
South 17° 57' 33" East a distance of 91.64 feet to a point; thence  
South 31° 21' 53" East a distance of 101.17 feet to the beginning of a tangent curve right and having a radius of 221.00 feet; thence  
a distance of 109.31 feet along the arc of said curve, through a central angle of 28° 20' 20", the long chord of which bears South 17° 11' 55" East a distance of 108.20 feet to the beginning of a reverse curve left and having a radius of 202.00 feet; thence  
a distance of 60.22 feet along the arc of said curve, through a central angle of 17° 04' 47", the long chord of which bears South 11° 34' 09" East a distance of 59.99 feet to a point; thence  
South 01° 41' 19" East a distance of 114.35 feet to a point; thence leaving the westerly right of way of said Robinson Lateral and non tangent to said curve,  
North 89° 44' 29" East a distance of 186.03 feet to the POINT OF BEGINNING.

### EXCEPTING THEREFROM:

A parcel of land being a portion of the South Half of the Southeast Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of said South Half of the Southeast Quarter, (section corner common to sections 31, 32, 5 and 6) said corner monumented with a 3 inch diameter brass disk; thence  
North 0°15'31" West, a distance of 1291.25 feet along the easterly boundary of said South Half of the Southeast Quarter to the Northeast corner of said South Half of the Southeast Quarter (South 1/16 corner common to sections 31 and 32); thence  
South 88°59'36" West, a distance of 50.00 feet along the northerly boundary of said South Half of the Southeast Quarter to a point lying 50.00 feet Westerly of the easterly boundary of said South Half of the Southeast Quarter, said point being the POINT OF BEGINNING; thence continuing  
South 88°59'36" West, of a distance of 406.65 feet along the northerly boundary of said South Half of the Southeast Quarter to a point on the westerly right of way of Robinson Lateral; thence along the westerly right of way of Robinson Lateral the following courses and distances: thence  
South 45°23'59" East, a distance of 56.68 feet to the beginning of a tangent curve right and having a radius of 129.00 feet; thence  
a distance of 83.59 feet along the arc of said curve, through a central angle of 37°07'38", the long chord of which bears South 26°50'11" East, a distance of 82.14 feet to a point; thence tangents to said curve,  
South 08°16'22" East, a distance of 124.71 feet to a point; thence  
South 17°57'33" East, a distance of 91.64 feet to a point; thence  
South 31°21'53" East, a distance of 101.17 feet to the beginning of a tangent curve right and having a radius of 221.00 feet; thence  
a distance of 109.31 feet along the arc of said curve, though a central angle of 28°20'20", the long chord of which bears South 17°11'55" East, a distance of 108.20 feet to the beginning of a reverse curve left and having a radius of 202.00 feet; thence  
a distance of 6.08 feet along the arc of said curve, through a central angle of 01°43'31", the long chord of which bears South 03°53'31" East, a distance of 6.08 feet to a point; thence leaving the westerly right of way of said Robinson Lateral and non tangent to said curve,  
South 89°35'58" East, a distance of 200.28 feet to a point lying 50.00 feet westerly of the easterly boundary of said South Half of the Southeast Quarter; thence  
North 00°15'31" West, a distance of 528.06 feet along a line that lies 50.00 feet to westerly of and parallel with the easterly boundary of said South Half of the Southeast Quarter to the POINT OF BEGINNING.

## EXHIBIT "A"

### PARCEL 16

Lots 2 to 16 in Block 1 of ROYAL RIDGE SUBDIVISION, according to the official plat thereof, filed in Book 38 of Plats at Page(s) 3, official records of Canyon County, Idaho.

### PARCEL 16A

Common Area Lots 1 and 17 in Block 1, Lot 1 in Block 2, and Lot 1 Block 3, of ROYAL RIDGE SUBDIVISION, according to the official plat thereof, filed in Book 38 of Plats at Page(s) 3, official records of Canyon County, Idaho.

### PARCEL 17

Lots 1 to 17 in Block 5, Lots 8, 9 and 10 in Block 4, and Lots 24 to 48 in Block 1, all in HERRON SPRINGS NO. 2 SUBDIVISION, according to the official plat thereof, filed in Book 37 of Plats at Page(s) 50, official records of Canyon County, Idaho.

### PARCEL 17A

Common Area Lot 49 in Block 1, Lot 18 in Block 5, Lot 1 in Block 9, Lot 1 in Block 10, and and Lot 1 in Block 11, all in HERRON SPRINGS NO. 2 SUBDIVISION, according to the official plat thereof, filed in Book 37 of Plats at Page(s) 50, official records of Canyon County, Idaho.

### PARCEL 18

Lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16 and 17 in Block 1; and Lots 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 in Block 2 of SUNRISE CROSSING, AT HUNTER'S POINT PLANNED UNIT DEVELOPMENT, according to the official plat thereof, filed in Book 37 of Plats at Page(s) 48, official records of Canyon County, Idaho.

### PARCEL 18A

Common Area Lot 1 in Block 2, Lot 1 in Block 3, Lot 1 in Block 4, and Lot 1 in Block 5, of SUNRISE CROSSING, AT HUNTER'S POINT PLANNED UNIT DEVELOPMENT, according to the official plat thereof, filed in Book 37 of Plats at Page(s) 48, official records of Canyon County, Idaho.

### PARCEL 19

Common Area Lots 1, 18 and 30 in Block 1, Lots 4 and 18 in Block 2, Lot 1 in Block 3, Lot 1 in Block 4, Lot 1 in Block 5, Lot 1 in Block 6, and Lot 1 in Block 7, of MILLER CROSSING AT HUNTER'S POINT PLANNED UNIT DEVELOPMENT, Canyon County, Idaho, according to the Official Plat thereof, filed in Book 37 of Plats at Page(s) 32, records of said County.

### PARCEL 20

Common Area Lot 1 in Block 6, Lot 1 in Block 7, and Lot 1 in Block 8, of HERRON SPRINGS NO. 1, at Hunter's Point Planned Unit Development, Canyon County, Idaho, according to the Official Plat thereof, filed in Book 37 of Plats at Page(s) 25, records of said County.

COPY

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

A. Subcase 63-3028

(Insert water right number)

STANDARD FORM 1  
OBJECTION

Please print or type the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: Hunter's Point Golf Community LLC

Address: 504 Bayhill Drive

Nampa, ID 83686

Daytime Phone: 208-468-1048

Name & Address of Attorney, if any:

John M. Marshall

Givens Pursley LLP

601 W. Bannock

Boise, ID 83702

C. CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name: Wesley R. Schober

Address: 422 W. Locust Lane

Nampa, ID 83651

D. I object to the following elements as recommended in the Director's Report (Please check the appropriate box(es)).

1. ☒ **Name and Address**  
Should be: Hunter's Point Golf Community LLC
2. ☐ **Source**  
Should be: \_\_\_\_\_
3. ☐ **Quantity**  
Should be: \_\_\_\_\_
4. ☐ **Priority Date**  
Should be: \_\_\_\_\_
5. ☐ **Point(s) of Diversion**  
Should be: \_\_\_\_\_
6. ☐ **Instream Flow Description**  
Should be: \_\_\_\_\_
7. ☐ **Purpose(s) of Use**  
Should be: \_\_\_\_\_
8. ☐ **Period of Year**  
Should be: \_\_\_\_\_
9. ☐ **Place of Use**  
Should be: \_\_\_\_\_

11. **I object because:**

- ☐ This water right should not exist.
- ☐ This water right was not recommended, but should be recommended with the elements described above.

E. **REASONS SUPPORTING OBJECTION(S):** \_\_\_\_\_

Objector purchased the water right.

**F. VERIFICATION (Must be Completed)**

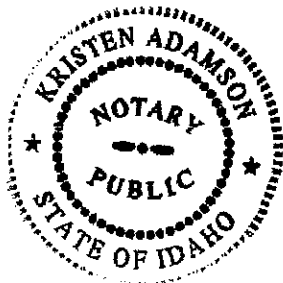
Sate of Idaho                     )  
                                              ) ss.  
County of Ada                    )

John M. Marshall \_\_\_\_\_, duly sworn, upon oath, deposes and says:  
(Name of person filing objection)

That I am the party/claimant filing this objection as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant responding and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

\_\_\_\_\_  
(Signature of person filing objection)  
*John M. Marshall*  
\_\_\_\_\_  
(Attorney signing in representative capacity)

Subscribed and sworn to before me on: June 19, 2007



Kristen Adamson  
Notary Public for Idaho  
Residing at: Middleton, ID  
My Commission Expires: 10-15-2013

## INSTRUCTIONS FOR MAILING

You must mail the objection to the Clerk of the Court. **FAX filings will not be accepted.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

### G. CERTIFICATE OF MAILING

I certify that on June 19, 200 7, I mailed the original and copies of this response, including all attachments, to the following persons:

1. Original to:

Clerk of the District Court  
Snake River Basin Adjudication  
253 Third Avenue North  
PO Box 2707  
Twin Falls, ID 83303-2707

2. One copy to the claimant of the water right at the following address:

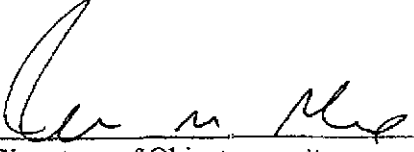
Name: Wesley R. Schober  
Address: 422 W. Locust Lane  
Nampa, ID 83651

3. Copies to:

IDWR Document Depository  
PO Box 83720  
Boise, ID 83720-0098

Chief, Natural Resources Division  
Office of the Attorney General  
State of Idaho  
PO Box 44449  
Boise, ID 83711-4449

United States Department of Justice  
Environment & Natural Resource Division  
550 West Fort Street, MSC 033  
Boise, ID 83724

  
\_\_\_\_\_  
Signature of Objector or attorney  
mailing on Objector's behalf

T3N  
T2N



IDAHO DEPARTMENT OF WATER RESOURCES  
RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-32846

NAME AND ADDRESS: HUNTERS POINT GOLF COMMUNITY LLC  
504 BAYHILL DR  
NAMPA ID 83686

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.620 CFS  
202.500 AFY

PRIORITY DATE: 03/01/1955

POINT OF DIVERSION:

T03N R02W S31 SWSE Within CANYON County

PURPOSE AND  
PERIOD OF USE:

| <u>PURPOSE OF USE</u> | <u>PERIOD OF USE</u> | <u>QUANTITY</u>         |
|-----------------------|----------------------|-------------------------|
| IRRIGATION            | 03/01 11/15          | 0.620 CFS<br>202.50 AFY |

PLACE OF USE: IRRIGATION in CANYON County

|               |      |       |               |      |      |
|---------------|------|-------|---------------|------|------|
| T03N R02W S31 | SWSE | 36.00 | T03N R02W S31 | SESE | 9.00 |
|---------------|------|-------|---------------|------|------|

45 ACRES TOTAL

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

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. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

This right is a split from former right 63-3028 .

**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  
\_\_\_\_\_

)  
)  
)  
)  
)  
**Water Rights: 63-3028 (Split)  
63-32845, 63-32846  
NOTICE OF COMPLETED  
ADMINISTRATIVE  
PROCEEDING**

IDWR has completed the following administrative proceeding:

☐ Address change

XX Substitution of Party

☐ IC § 42-222 transfer

☐ Point of diversion

☐ Place of use

☐ Period of use

☐ Nature of use

☐ Split of water right

☐ Change in ownership

☐ Other

☐ IC § 42-219 license

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Report(s)* for said water right(s). No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: September 21, 2007

  
\_\_\_\_\_  
Signature of IDWR Representative

## CERTIFICATE OF MAILING

I certify that on September 21, 2007, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

### 1. Original to:

|                                |                                                  |
|--------------------------------|--------------------------------------------------|
| Clerk of the District Court    | <input type="checkbox"/> overnight mail          |
| Snake River Basin Adjudication | <input checked="" type="checkbox"/> regular mail |
| P.O. Box 2707                  | <input type="checkbox"/> hand-delivered          |
| Twin Falls, ID 83303-2707      | <input type="checkbox"/> facsimile               |

### 2. Copies to:

|                                 |                                                  |
|---------------------------------|--------------------------------------------------|
| Clive Strong                    | <input type="checkbox"/> overnight mail          |
| Off ice of the Attorney General | <input checked="" type="checkbox"/> regular mail |
| P.O. Box 44449                  | <input type="checkbox"/> hand-delivered          |
| Boise, ID 83711-4449            | <input type="checkbox"/> facsimile               |

|                                    |                                                  |
|------------------------------------|--------------------------------------------------|
| United States Dept of Justice      | <input type="checkbox"/> overnight mail          |
| Environment & Natural Resource Div | <input checked="" type="checkbox"/> regular mail |
| 550 West Fort Street MSC 033       | <input type="checkbox"/> hand-delivered          |
| Boise ID 83724                     | <input type="checkbox"/> facsimile               |

### 3. Copies to all parties to the subcase:

|                                  |                                                  |
|----------------------------------|--------------------------------------------------|
| Hunters Point Golf Community LLC | <input type="checkbox"/> overnight mail          |
| 504 Bayhill Dr                   | <input checked="" type="checkbox"/> regular mail |
| Nampa ID 83686                   | <input type="checkbox"/> hand-delivered          |
|                                  | <input type="checkbox"/> facsimile               |

|                    |                                                  |
|--------------------|--------------------------------------------------|
| John M Marshall    | <input type="checkbox"/> overnight mail          |
| Givens Pursley LLP | <input checked="" type="checkbox"/> regular mail |
| PO Box 2720        | <input type="checkbox"/> hand-delivered          |
| Boise ID 83701     | <input type="checkbox"/> facsimile               |

|                  |                                                  |
|------------------|--------------------------------------------------|
| Wesley R Schober | <input checked="" type="checkbox"/> regular mail |
| 422 W Locust Ln  |                                                  |
| Nampa ID 83651   |                                                  |



Signature of person mailing this document



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Web Site: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

C. L. "BUTCH" OTTER  
Governor

DAVID R. TUTHILL, JR.  
Director

September 21, 2007

HUNTERS POINT GOLF COMMUNITY LLC  
504 BAYHILL DR  
NAMPA ID 83686

Re: Water Right Nos. 63-3066, 63-3067, 63-32846(Portion of 63-3028), 63-32848(Portion of 63-8498)

Dear Sir or Madam:

Enclosed are copies of the above referenced water rights, which reflect the change in ownership of the land and appurtenant water rights, covered under the original filings. Also enclosed are copies of the Notice of Completed Administrative Proceedings, which have been sent to the Snake River Basin Court as notification of the change.

If you have any questions concerning the enclosed water rights, please feel free to contact this office.

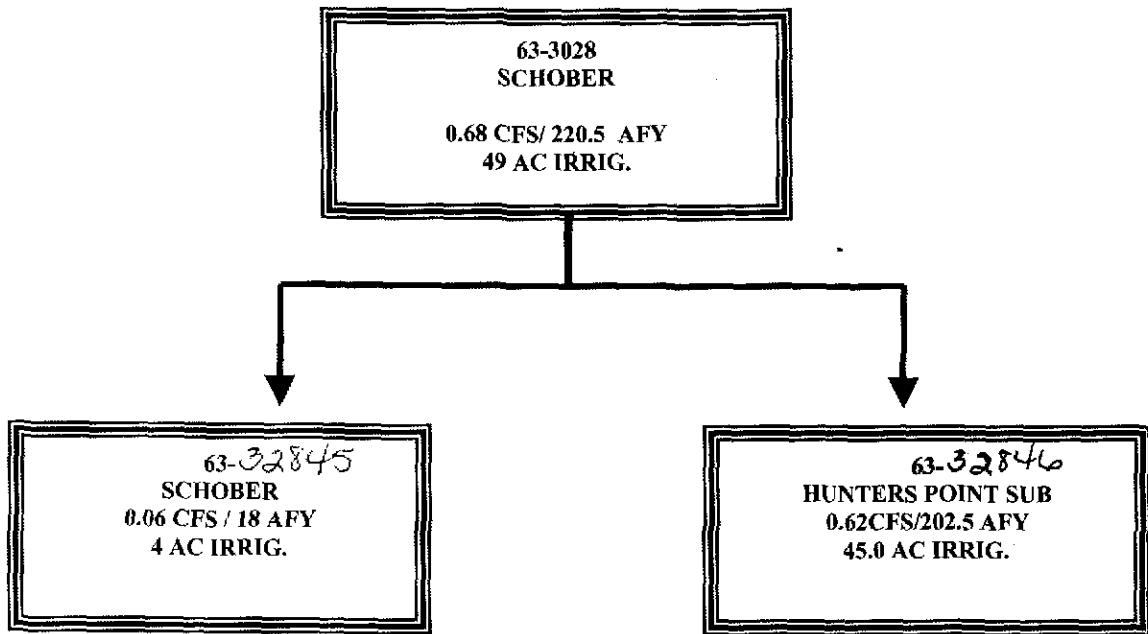
Sincerely,

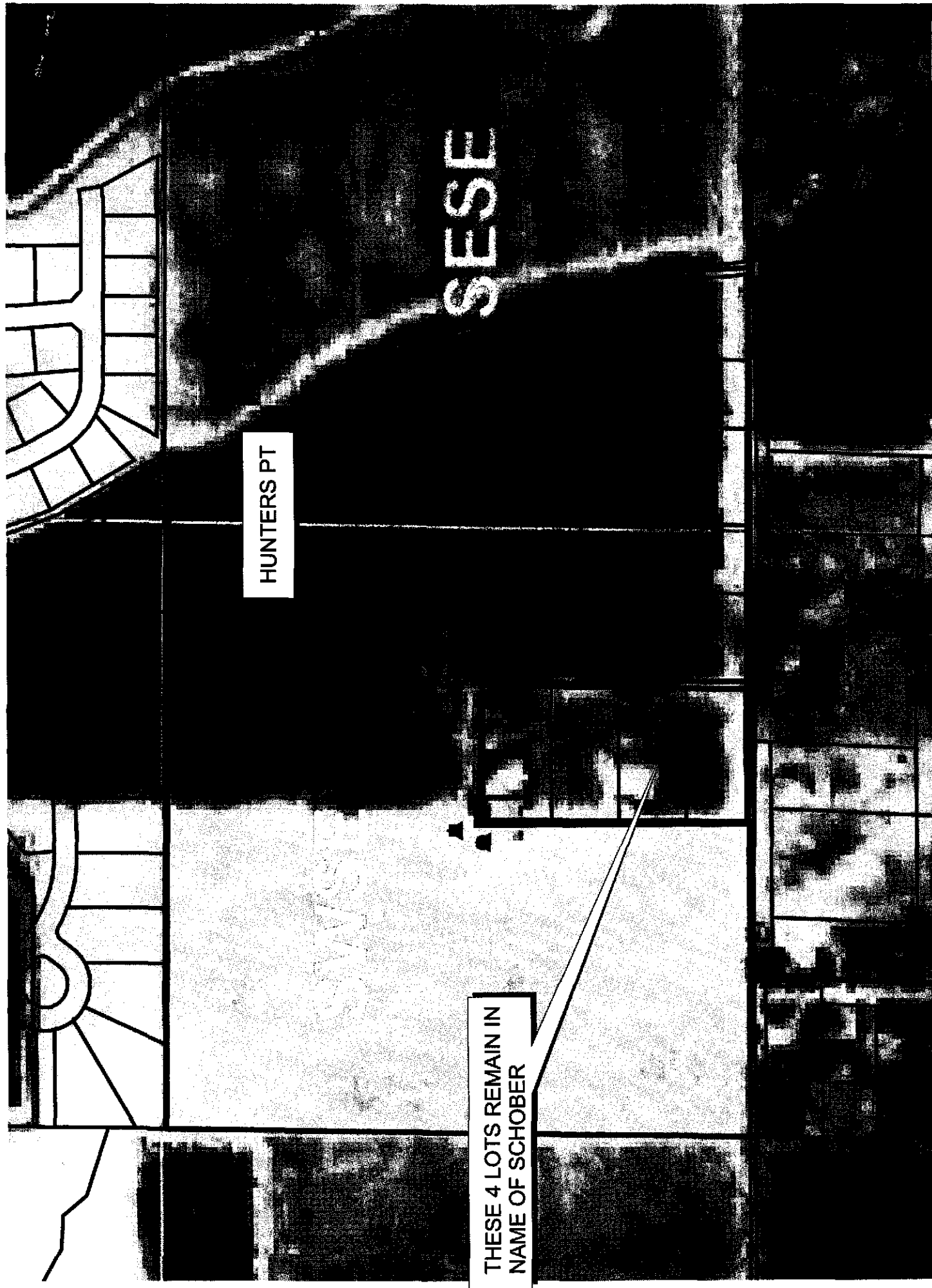
Lori Harris  
Technical Records Specialist 2  
Adjudication Section  
Western Region Office

LH:l  
Enclosures

cc: John M. Marshall-Givens Pursley

## SPLIT TREE FOR 63-3028





HUNTERS PT

SESE

THESE 4 LOTS REMAIN IN  
NAME OF SCHOBOR

63-3028 -- CHANGE OF OWNERSHIP AND SPLIT. 45 ACRES [.62 CFS] TO HUNTERS PT. AND 4 [.06 CFS] ACRES  
REMAIN IN NAME OF SCHOBOR. POUs IN GREEN.