

OCT 13 2009

Form 42-248/42-1409(6) 10/07
WATER RESOURCES
WESTERN REGION

RECEIVED

OCT 07 2009

DE ✓

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

DEPARTMENT OF WATER RESOURCES

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 Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
✓ 63-32686-AJ					
✓ 63-32690-AJ					
✓ 63-32692-AJ					
✓ 63-32694-AJ					
63-32545 ref					

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)

Barron Development, LLC
1605 South Kimball Suite 100
Caldwell, Idaho 83605

4. New Owner/Claimant(s)

Intermountain Community Bank, a division of Panhandle Bank
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

98 South Oregon St.

City, State and ZIP Code

Outland, Oregon 97914

New Telephone Number

(541) 881-4305 Email: greg@intermountainbank.com

SUPPORT DATA

5. Date you acquired the property

July 17, 2009

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 (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

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)

Intermountain Community Bank

(title if applicable)

by Greg J. Plummer

(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.

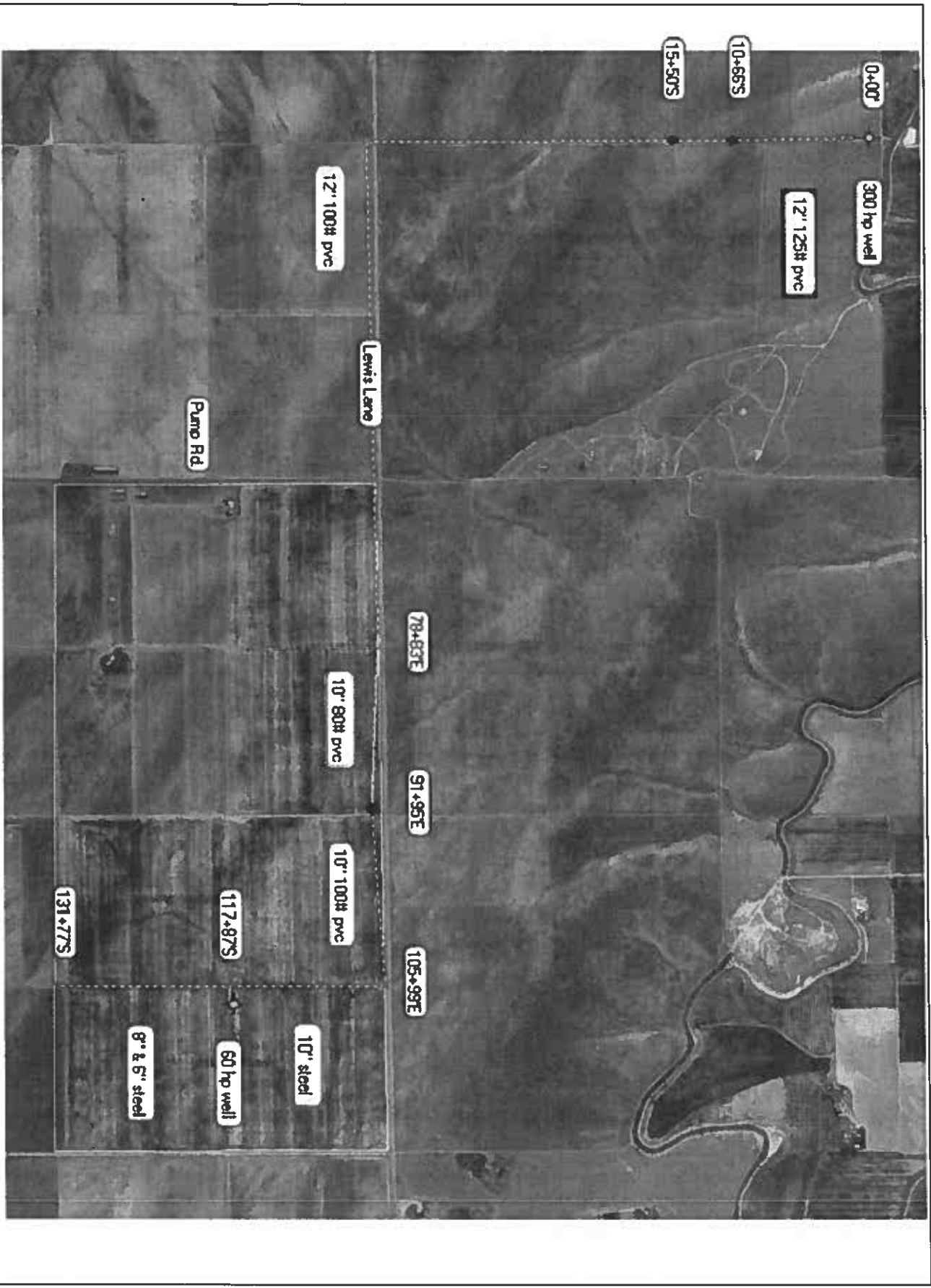
For IDWR Office Use Only:
 Received by _____
 Receipted by _____
 Processed by _____ AJ

 Date 10/13/09 C Westfall
 Date 10/7/09
 Date _____

 Receipt Amt. 25.00
 Receipt No. 0089412
 WR _____ Date _____

Water Rights

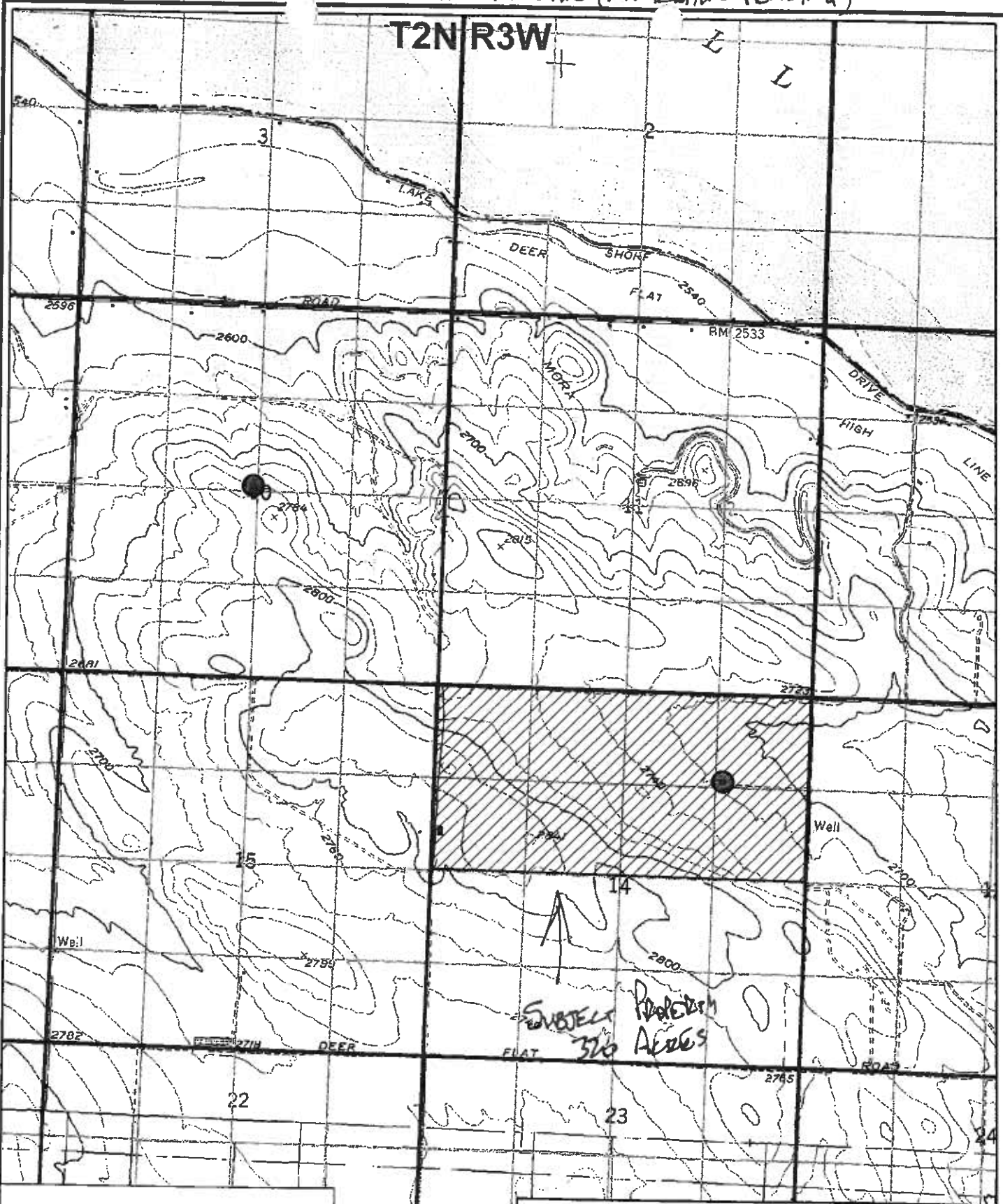
Water Right #	Current Owner	Priority Date	Use	Acres	CFS	Source	PDU
63-32686	Barron Dev. LLC	04/17/1961	Irr	26	0.52	Ground	Sec 14
63-32690	Barron Dev. LLC	04/13/1967	Irr	14	0.19	Ground	Sec 14
63-32692	Barron Dev. LLC	03/22/1967	Irr	158	1.41	Ground	Sec 14
63-32694	Barron Dev. LLC	10/17/1968	Irr	120	0.8	Ground	Sec 14
Total				318			
			Stock		0.01		Sec 14
Permit 63-32545	Barron Dev. LLC	09/12/2007	Domestic		0.71	Ground	Sec 14
			Fire Prot.		3.34	Ground	294 Homes Sec 14
			Irr	316			Sec 14



Lindsay Manufacturing Co. Omaha, NE 800-829-5300 office

PROPOSED POINT OF DIVERSION (APPLICATION PENDING)

T2N R3W



Legend



Proposed ppu



Proposed pods (existing)

Barron Development, LLC
Proposed Diversions and
Permissible Place of Use

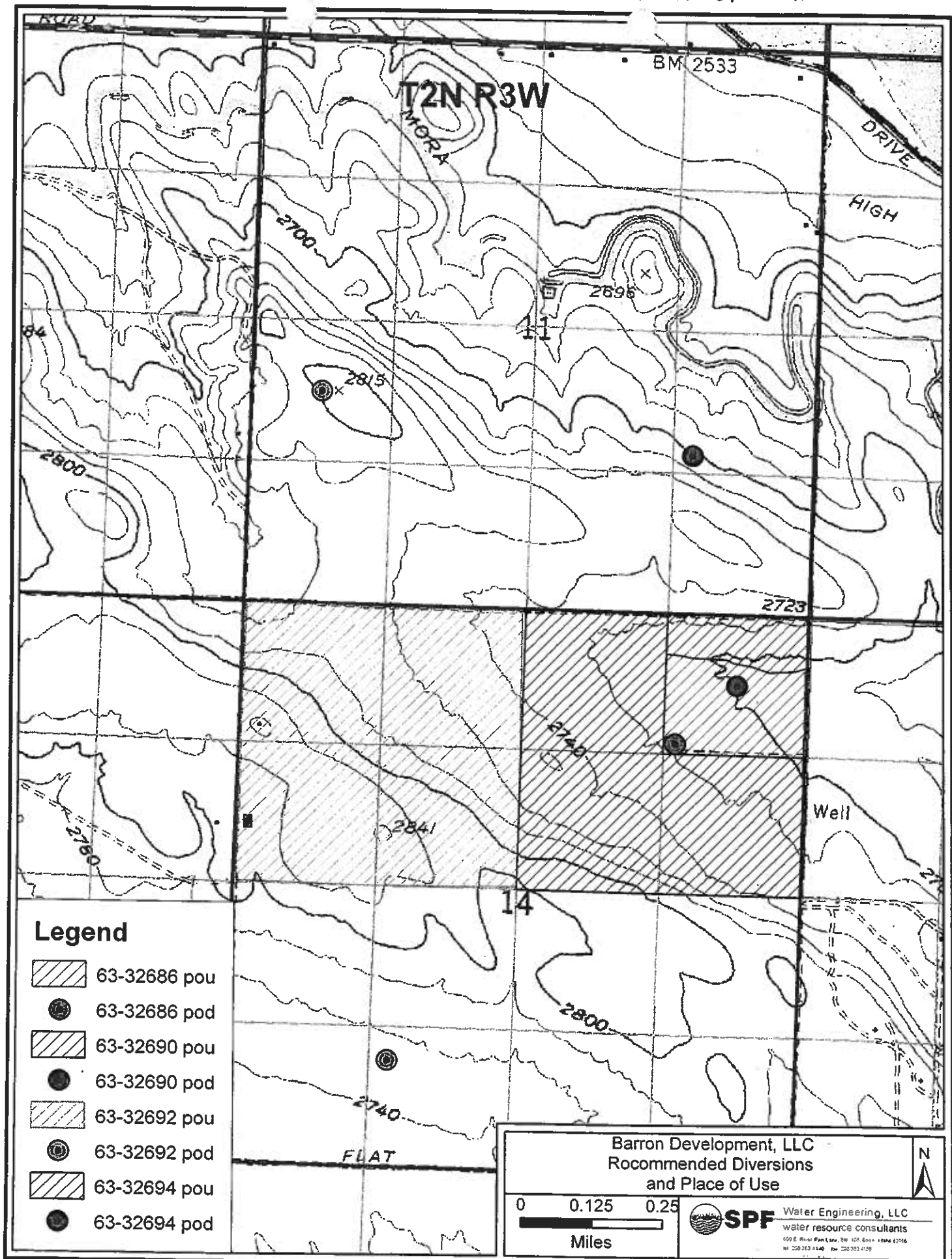


Water Engineering, LLC
water resource consultants

500 E. Pine Park Lane, Ste. 100, Boise, Idaho 83706
406.325.1100 or 208.342.1558
www.spfwater.com

JAN 9 2006

EXISTING IDWR RECORDED PART OF DIVERSION



JAN 03 2008

Idaho Department of Water Resources Receipt

Receipt ID: C089412

Payment Amount	\$25.00	Date Received	10/7/09 2:28	Region	STATE
Payment Type	Check	Check Number	159294		
Payer	INTERMOUNTAIN COMMUNITY BANK				

Comments Change in water right ownership
WR # 63-32686-AJ;63-32690-AJ; 63-32692-AJ; 63-32694-AJ; and 63-32545-WR

Fee Details

Amount	Description	Fund	Fund Detail	PCA	Subobject
\$25.00	OWNERSHIP CHANGES/SECURITY INTERESTS	0229	21	56140	1155

Signature Line (Department Representative)

2009035734

RECORDED

2009 JUL 14 PM 4 39

WILLIAM H. HUNT

CANYON COUNTY RECORDER

B. J. HUNT

REQUEST
TYPEHayley Truell
Deed Fee 18.00NON-MERGER DEED IN LIEU OF FORECLOSURE
(LOAN 100151701)

FOR VALUE RECEIVED, BARRON DEVELOPMENT, LLC, an Idaho limited liability company ("Grantor"), does hereby grant, bargain, sell, and convey unto Intermountain Community Bank, a division of Panhandle State Bank or assigns ("Grantee"), whose address is P.O. Box 2559 Coeur d'Alene, ID 83814, the real property described in Exhibit 1 attached hereto and by this reference incorporated herein, situated in Canyon County, Idaho, TOGETHER with all crops, improvements, appurtenances thereon or appertaining thereto of every kind and nature, including all rights, privileges, royalties, and easements appurtenant to the real property, including, without limitation, all timber, mineral rights, oil and gas rights, minerals, oil, gas and other hydrocarbon substances on and under the real property, as well as all development rights, air rights, all diversion payments or third party payments made to crop producers, water, water and riparian rights, water permits, wells, ditches, well rights and permits, ditch rights (including stock in utilities with ditch or irrigation rights) and water stock and shares relating to the real property, and any other easements, rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the real property (all of which are collectively referred to as the "Property")

TO HAVE AND TO HOLD the Property unto Grantee, its successors, assigns, and transferees forever, and Grantor does hereby covenant to and with Grantee that it is the owner in fee simple of the Property and that the Property is free from all encumbrances and liens, except easements of record, and the following Mortgage executed by Grantor to Grantee: Mortgage dated June 2, 2008, recorded on June 15, 2008, as Canyon County Instrument No 200647420, as modified on June 20, 2008, and recorded on July 16, 2008, Canyon County Instrument No 2008038595 (together the "Mortgage"), and that Grantor will warrant and defend the same from all lawful claims whatsoever

This Non-Merger Deed in Lieu of Foreclosure ("Deed") is absolute in effect and conveys to Grantee full, fee simple title in the Property. This Deed does not operate as a mortgage, trust deed, trust conveyance, or security device of any kind. Grantor acknowledges that the Mortgage is valid and binding and shall remain in full force and effect. This Deed does not effect a merger of the fee ownership and the lien of the Mortgage. The fee and the lien shall hereafter remain separate and distinct. Grantee reserves Grantee's rights to foreclose the Mortgage at any time as to any party with any claim, interest or lien on the Property.

The possession of the Property has been or will be promptly surrendered to Grantee. Grantor further covenants with Grantee that Grantee shall enjoy the same without any loss or disturbance, and that Grantor and all persons having or acquiring any interest in the foregoing property through or for them will, on demand, execute and deliver to Grantee any further assurances of the same as may be reasonably required. Grantee's acceptance of this conveyance is conditioned upon there being no liens or adverse claims against the Property except as disclosed and set forth herein.

The consideration for this Deed, in accordance with and pursuant to the terms of that Settlement Agreement dated effective June 2, 2009, is the release of liability owed by Grantor to Grantee pursuant to the terms of a Promissory Note and Change in Terms Agreements executed by Grantor and secured against the Property by the described Mortgage, and a release of liability owed by Joseph Folender, Sallie A. Palleria, John S. Palleria, Charles R. Taylor, and Bradshaw Construction, LLC, pursuant to the terms of certain Guaranty agreements unconditionally guaranteeing the payment and performance of all obligations owed to Grantee by Grantor.

This Deed is made as a result of the request of Grantor and is made of its free and voluntary act without undue influence or coercion from Grantee or any other party. At the time of the execution of this

Said original is
Mug 7/16/09

instrument, Grantor believes that the indebtedness secured by the foregoing Mortgage does exceed the fair market value of the Property. Grantee shall have the option and right to defer recording this instrument if it so elects until such time as it deems appropriate.

Grantor does hereby irrevocably waive, surrender, convey, and relinquish any equity of redemption and statutory rights of redemption whatsoever concerning the Property, and acknowledges that this instrument is not executed by virtue of any misrepresentation of Grantee, its agents, attorneys, or any other person. The warranties and representations made by Grantor as herein set forth are for the protection of Grantee and all other parties who hereafter acquire an interest in the Property and shall be binding upon the respective heirs, executors, assigns, successors and members of Grantor.

Dated this 11 day of June, 2009

BARRON DEVELOPMENT, LLC, an Idaho limited liability company

By:

Salme A Palleria, Managing Member/Manager

By:

Joseph Folender, Managing Member/Manager

By:

Charles R Taylor, Managing Member/Manager/Member

STATE OF IDAHO

County of Canyon

On this 11th day of June, 2009, before me, Cynthia R. Mack, a Notary Public in and for said State, personally appeared Sallie A. Galleria, known or identified to me to be the managing member, manager or a member of Barron Development, LLC, or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same

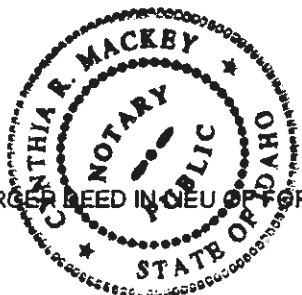
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written

Notary Public for Idaho

Residing at

My commission expires

7/12/2018



instrument, Grantor believes that the indebtedness secured by the foregoing Mortgage does exceed the fair market value of the Property. Grantee shall have the option and right to defer recording this instrument if it so elects until such time as it deems appropriate

Grantor does hereby irrevocably waive, surrender, convey, and relinquish any equity of redemption and statutory rights of redemption whatsoever concerning the Property, and acknowledges that this Instrument is not executed by virtue of any misrepresentation of Grantee, its agents, attorneys, or any other person. The warranties and representations made by Grantor as herein set forth are for the protection of Grantee and all other parties who hereafter acquire an interest in the Property and shall be binding upon the respective heirs, executors, assigns, successors and members of Grantor

Dated this 11th day of June, 2009

BARRON DEVELOPMENT, LLC, an Idaho limited liability company

By: Sally A. Pallaria
Sally A. Pallaria, Managing Member/Manager

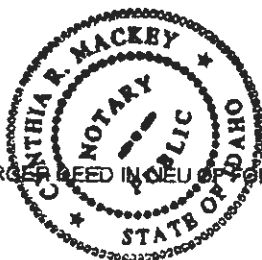
By: Joseph Folender
Joseph Folender, Managing Member/Manager

By: Charles R Taylor
Charles R Taylor, Managing Member/Manager/Member

STATE OF IDAHO)
County of Canyon) ss

On this 11th day of June, 2009, before me, Cynthia R. Mackey, a Notary Public in and for said State, personally appeared Sally A. Pallaria, known or identified to me to be the managing member, manager or a member of Barron Development, LLC, or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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



Cynthia R. Mackey
Notary Public for Idaho
Residing at Blaine, ID
My commission expires 7/1/21 2021

NON-MERGED DEED IN LIEU OF FORECLOSURE - 2

41185 0020 1581807 1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On July 8, 2009 before me Minny Ng

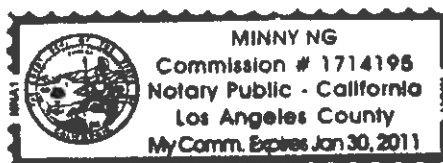
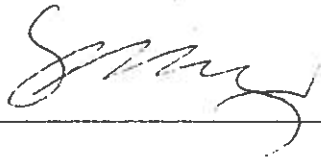
Notary Public personally appeared

Joseph Folender

_____ who proved 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 he/~~she~~/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Affix Notary Seal Here

*****OPTIONAL*****

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	
☐ CORPORATE OFFICER	
_____ Title(s)	_____ Title or type of document
☐ Partner(s) ☐ Limited	
☐ General	
☐ Attorney-In-Fact	_____ Number of Pages
☐ Trustee(s)	
☐ Guardian/Conservator	_____ Date of Document
☐ Other: _____	
	_____ Signer(s) other then named above
Signer is representing: Name of person(s) or entity(ies)	

STATE OF CALIFORNIA)
) ss
County of _____)

On _____, 2008, before me, _____ (here insert name and title of the officer), personally appeared Joseph Folender, who proved 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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and the official seal

[SEAL]

Notary Public

STATE OF CALIFORNIA)
County of Los Angeles) ss

On JUNE 15, ²⁰⁰⁹~~2008~~, before me, KATALIN LANGIANESE ^{NOTARY PUBLIC} (here insert name and title of the officer), personally appeared Charles R Taylor, who proved 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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and the official seal



[SEAL]

Katalin Langianese
Notary Public

EXHIBIT 1

Parcel I:

The Northeast Quarter of Section 14, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho

Parcel II:

The East Half of the Northwest Quarter of Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho

EXCEPT:

A part of the Northwest Quarter of Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, more particularly described as:

COMMENCING at the Northeast corner of said Section 14 (section corner) monumented with a rebar, 5/8 inches diameter; thence

South 62° 48' 15" West 4,482.39 feet to the POINT OF BEGINNING; said point bears South 63° 05' 00" East 1,480.17 feet from a found 3/8 inch pipe at the Northwest corner of the Southwest Quarter of the Northwest Quarter, Section 14 (North one-sixteenth corner); thence

North 89° 54' 30" East 295.32 feet; thence

South 0° 05' 30" East 295.00 feet; thence

South 89° 54' 30" West 295.32 feet; thence

North 0° 05' 30" West 295.00 feet to the POINT OF BEGINNING.

Parcel III:

The West Half of the Northwest Quarter of Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho.

REQUEST Hawley Trope
TYPE misc fee 24.00

ESTOPPEL AFFIDAVIT EXECUTED CONCURRENTLY WITH NON-MERGER DEED IN LIEU OF
FORECLOSURE
(LOAN 10015701)

STATE OF IDAHO)
County of Canyon) ss

SALLIE A PALLERIA, being first duly sworn upon oath, deposes and says:

I, SALLIE A PALLERIA, Managing Member/Manager of Barron Development, LLC;

STATE OF CALIFORNIA)
County of Los Angeles) ss

JOSEPH FOLENDER and CHARLES R TAYLOR, being first duly sworn upon oath, depose and say:

I, JOSEPH FOLENDER, Managing Member/Manager of Barron Development, LLC;

I, CHARLES R TAYLOR, Managing Member/Manager/Member of Barron Development, LLC;

as Grantor, made, executed, and delivered that certain Non-Merger Deed in Lieu of Foreclosure ("Deed") to Intermountain Community Bank, a division of Panhandle State Bank ("ICB") or assigns, dated effective the 14th day of June, 2009 conveying the real property described in Exhibit 1 attached hereto and incorporated herein by reference, all crops, improvements, appurtenances thereon or appertaining thereto of every kind and nature, including all rights, privileges, royalties, and easements appurtenant to the real property, including, without limitation, all timber, mineral rights, oil and gas rights, minerals, oil, gas and other hydrocarbon substances on and under the real property, as well as all development rights, air rights, all diversion payments or third party payments made to crop producers, water, water and riparian rights, water permits, wells, ditches, well rights and permits, ditch rights (including stock in utilities with ditch or irrigation rights) and water stock and shares relating to the real property, and any other easements, rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the real property (all of which are collectively referred to as the "Property")

The Deed is an absolute conveyance of the title to the Property to Grantee named therein, in effect as well as in form, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind, and that possession of the Property has been surrendered to Grantee

The Deed and conveyance was made by Barron Development, LLC, an Idaho limited liability company, as Grantor, as a result of Grantor's request that Grantee accept such Deed and is a free and voluntary act. At the time of making said Deed, the undersigned, as Managing Members, Managers, and Member of Grantor, after due investigation and inquiry, felt and still feel that the indebtedness subject to that Mortgage executed by Grantor to Grantee: the Mortgage dated June 2, 2006, recorded on June 15, 2006, as Canyon County Instrument No 200647420, as modified by a modification dated June 20, 2008, and recorded on July 16, 2008, as Canyon County Instrument No 2008038595 (together the "Mortgage") is greater than the fair market value of the Property; that the Deed was not given as preference against any other creditor of the undersigned; that Grantor is solvent and has no other creditors whose right would be prejudiced by such conveyance; and that Grantor is not obligated upon any bond or other

2009035735

RECORDED

2009 JUL 14 PM 4 39

WILLIAM R. HANST
CANYON COUNTY RECORDER
W. R. Hanst

mortgage whereby any liens have been created or exist against the premises described in the Deed, except the Mortgage to ICB

In offering to execute the Deed to Grantee therein, and in executing the same, the undersigned, as Managing Members, Managers, and Member of Grantor, represent and warrant, after due investigation and inquiry, that Grantor is not acting under any misapprehension as to the effect thereof, nor under any duress, undue influence or misrepresentations by Grantee, or the agent or attorney of Grantee, in the Deed, and that it was the Grantor's intention as Grantor to convey, and by the Deed, did convey to Grantee therein all of Grantor's rights, title, and interest, absolutely, in and to the premises described in the Deed

The undersigned, as Managing Members (except Joseph Folender, as he has insufficient information regarding the project), Managers, and Member of Grantor, after due investigation and inquiry, represent and warrant that there are no unpaid bills, invoices, or claims for labor, services, or work performed upon the Property or within the improvements upon the Property, or for materials, equipment, or supplies furnished or delivered to, or in connection with, the Property or improvements thereon; including, but not limited to, claims for brokerage fees or commissions, or architects, surveyors, or other professional fees which could result in the filing or imposition of a mechanic's, materialman's, laborer's, or any other liens upon the Property

The undersigned, as Managing Members (except Joseph Folender, as he has insufficient information regarding the project), Managers, and Member of Grantor, after due investigation and inquiry, further warrant and represent that there are no covenants, agreements, liens, encumbrances, claims, easements, restrictions, except easements of record and the Mortgage, and that Grantor is not in default with respect to any of its obligations or liabilities pertaining to the Property, which default would have a material adverse effect with respect to or arising in connection with the Property. Nor are there any facts or circumstances which, after notice or lapse of time (or both), would constitute or result in any such default, and that neither the Deed nor anything provided to be done, including without limitation the transfer of the Property, violates or shall violate any written or oral contract, agreement or instrument to which Grantor is a party or which affects the Property or any part thereof. ICB's acceptance of the conveyance is conditioned upon there being no liens or adverse claims against the Property except as set forth in the Deed. We, as Managing Members, Managers, and Member of Grantor, Grantor and all persons having or acquiring any interest in the Property through or for them will, on demand, execute and deliver to ICB any further assurances or information ICB reasonably requires to further the purpose and intent of the transaction between the parties

The undersigned, as Managing Members (except Joseph Folender, as he has insufficient information regarding the project), Managers, and Member of Grantor, after due investigation and inquiry, further represent and warrant that there are no leases, subleases, rental agreements, occupancies, or tenancies, sales or listing agreements, or other agreements of any kind or nature in effect pertaining to the Property, and we, as Managing Members, Managers, and Member of Grantor, and Grantor have no knowledge of any oral agreements with any person or entity regarding the Property

The undersigned, as Managing Members (except Joseph Folender, as he has insufficient information regarding the project), Managers, and Member of Grantor, after due investigation and inquiry, further represent and warrant that during the time in which Grantor has owned the Property, neither Grantor nor any third party has stored or disposed of on, under, or about the Property or transported to, from, or over the Property any Hazardous Materials as hereinafter defined. The term "Hazardous Materials" shall mean any toxic or hazardous substance, material, or waste, or any pollutant or contaminant or infectious or radioactive material; including, but not limited to, those substances, materials, or wastes regulated now or in the future under any federal, state, or local law, statute, rule, regulation, or ordinance for the protection of health or the environment

The undersigned, as Managing Members (except Joseph Folender, as he has insufficient information regarding the project), Managers, and Member of Grantor, after due investigation and inquiry, represents that Grantor has not been served with process in connection with any litigation except as previously disclosed to Grantee, and specifically, *Intermountain Community Bank v. Joseph Folender et al*, in the District Court of the Third Judicial District of the State of Idaho, in and for the County of Canyon, Case No CV08-13451, and *Intermountain Community Bank v. Barron Development, LLC et al*, in the District Court of the Third Judicial District of the State of Idaho, in and for the County of Canyon, Case No. CV09-330, nor has Grantor received notice of any administrative or other proceeding pending against or affecting the Property, or any portion thereof, and to the best of the undersigned's knowledge and belief, as Managing Members, Managers, and Member of Grantor, after due investigation and inquiry, no such litigation or proceeding has been threatened. The undersigned, as Managing Members (except Joseph Folender, as he has insufficient information regarding the project), Managers, and Member of Grantor, after due investigation and inquiry, further represent and warrant that Grantor has satisfied in full its debts to all of its creditors with respect to the Property.

To the best of the undersigned's, as Managing Members (except Joseph Folender, as he has insufficient information regarding the project), Managers, and Member of Grantor, knowledge, after due investigation and inquiry, the Property is in compliance with all covenants, conditions, restrictions, easements, permits, licenses, and similar matters affecting the Property, and the Property is in a good condition of maintenance and repair, the Grantor has not committed waste on the Property, and the Grantor has disclosed to ICB all material information with regard to the Property to which it has knowledge.

Dated this 11th day of June, 2009

BARRON DEVELOPMENT, LLC, an Idaho limited liability company

By: Sallie A. Palleria
Sallie A. Palleria, Managing Member/Manager

By: _____
Joseph Folender, Managing Member/Manager

By: Charles R. Taylor
Charles R. Taylor, Managing Member/Manager/Member

The undersigned, as Managing Members (except Joseph Folender, as he has insufficient information regarding the project), Managers, and Member of Grantor, after due investigation and inquiry, represents that Grantor has not been served with process in connection with any litigation except as previously disclosed to Grantee, and specifically, *Intermountain Community Bank v. Joseph Folender et al*, in the District Court of the Third Judicial District of the State of Idaho, in and for the County of Canyon, Case No CV08-13451, and *Intermountain Community Bank v. Barron Development, LLC et al*, in the District Court of the Third Judicial District of the State of Idaho, in and for the County of Canyon, Case No CV09-330, nor has Grantor received notice of any administrative or other proceeding pending against or affecting the Property, or any portion thereof, and to the best of the undersigned's knowledge and belief, as Managing Members, Managers, and Member of Grantor, after due investigation and inquiry, no such litigation or proceeding has been threatened. The undersigned, as Managing Members (except Joseph Folender, as he has insufficient information regarding the project), Managers, and Member of Grantor, after due investigation and inquiry, further represent and warrant that Grantor has satisfied in full its debts to all of its creditors with respect to the Property.

To the best of the undersigned's, as Managing Members (except Joseph Folender, as he has insufficient information regarding the project), Managers, and Member of Grantor, knowledge, after due investigation and inquiry, the Property is in compliance with all covenants, conditions, restrictions, easements, permits, licenses, and similar matters affecting the Property, and the Property is in a good condition of maintenance and repair, the Grantor has not committed waste on the Property, and the Grantor has disclosed to ICB all material information with regard to the Property to which it has knowledge.

Dated this 11th day of June, 2009

BARRON DEVELOPMENT, LLC, an Idaho limited liability company

By: Sallie A. Palleria
Sallie A. Palleria, Managing Member/Manager

By: Joseph Folender
Joseph Folender, Managing Member/Manager

By: Charles R. Taylor
Charles R. Taylor, Managing Member/Manager/Member

STATE OF IDAHO)
) ss
County of Canyon)

On this 17th day of June, 2009, before me, Cynthia Mackey, a Notary Public in and for said State, personally appeared Sallie A. Palleria, known or identified to me to be the managing member, manager or a member of Barron Development, LLC, or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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



Cynthia Mackey
Notary Public for Idaho
Residing at Nampa, ID
My commission expires 7/17/2013

STATE OF CALIFORNIA)
) ss
County of _____)

On _____, 2008, before me, _____ (here insert name and title of the officer), personally appeared Joseph Folender, who proved 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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and the official seal

[SEAL]

Notary Public

STATE OF CALIFORNIA
COUNTY OF Los Angeles

Notary Public personally appeared

Joseph Folender

----- who proved 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 he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 MINNY NG
Commission # 1714195
Notary Public - California
Los Angeles County
My Comm. Expires Jan 30, 2011

Affix Notary Seal Here

*****OPTIONAL*****

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL ☐ CORPORATE OFFICER _____ Title(s) ☐ Partner(s) ☐ Limited ☐ ☐ General ☐ Attorney-In-Fact ☐ Trustee(s) ☐ Guardian/Conservator ☐ Other: _____ _____ _____ Signer is representing: Name of person(s) or entity(ies) _____ _____ 	_____ Title or type of document _____ Number of Pages _____ Date of Document _____ Signer(s) other than named above

STATE OF CALIFORNIA)

County of Los Angeles) ss

NOTARY PUBLIC

On JUNE 15, 2008, before me, KATALIN LANGIANESE (here insert name and title of the officer), personally appeared Charles R Taylor, who proved 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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and the official seal



Katalin Langianese

Notary Public

EXHIBIT 1

Parcel I:

The Northeast Quarter of Section 14, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho

Parcel II:

The East Half of the Northwest Quarter of Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho

EXCEPT:

A part of the Northwest Quarter of Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, more particularly described as:

COMMENCING at the Northeast corner of said Section 14 (section corner) monumented with a rebar, 5/8 inches diameter; thence

South 62° 48' 15" West 4,482.39 feet to the POINT OF BEGINNING; said point bears South 63° 05' 00" East 1,480.17 feet from a found 3/8 inch pipe at the Northwest corner of the Southwest Quarter of the Northwest Quarter, Section 14 (North one-sixteenth corner); thence

North 89° 54' 30" East 295.32 feet; thence

South 0° 05' 30" East 295.00 feet; thence

South 89° 54' 30" West 295.32 feet; thence

North 0° 05' 30" West 295.00 feet to the POINT OF BEGINNING.

Parcel III:

The West Half of the Northwest Quarter of Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho.

SETTLEMENT AGREEMENT

Subject to the conditions set forth below, this Settlement Agreement is entered into effective as of June 2, 2009, by and between Plaintiff Intermountain Community Bank ("**ICB**"), Defendant/Third-Party Plaintiff Barron Development, LLC ("**Barron Development**"), Defendant/Cross-Claimant/Third-Party Plaintiff Joseph Folender ("**Folender**"), Defendant/Cross-Defendant/Third-Party Plaintiff/Third-Party Defendant Sallie A. Palleria aka Sallie Bradshaw-Palleria ("**Sallie Palleria**"), Defendant/Cross-Defendant/Third-Party Plaintiff/Third-Party Defendant John S. Palleria ("**John Palleria**"), Defendant/Cross-Defendant/Third-Party Plaintiff/Third-Party Defendant Charles R. Taylor ("**Taylor**"), Defendant/Cross-Defendant/Third-Party Plaintiff/Third-Party Defendant Bradshaw Construction, LLC ("**Bradshaw Construction**"), Third-Party Defendant/Third-Party Plaintiff The Joseph Folender Revocable Trust, Reformed and Restated June 14, 2006 ("**Folender Trust**"), non-party Prominence Properties, L.L.C. ("**Prominence**"), and non-party Marble Front Development, LLC ("**Marble Front**"). ICB, Barron Development, Folender, Sallie Palleria, John Palleria, Taylor, Bradshaw Construction, Folender Trust, Prominence, and Marble Front are collectively referenced herein as the "**Parties**." The term "**Borrowers**" and the term "**Guarantors**" shall refer to and mean those identified Borrowers and/or Guarantors (as applicable) in the loan documents in regard to those certain loans described below in this Settlement Agreement.

WHEREAS, ICB commenced an action for breach of guaranties and breach of contract against Folender, Sallie Palleria, John Palleria, Taylor and Bradshaw Construction in the District Court of the Third Judicial District of the State of Idaho, In and For the County of Canyon, Case No. CV08-13454; whereas Folender filed an Answer and a Cross-Claim against Sallie Palleria,

John Palleria, Taylor and Bradshaw Construction; whereas Sallie Palleria, John Palleria, Taylor and Bradshaw Construction filed an Answer, Cross-Claim against Folender and a Third-Party Complaint against Folender Trust; whereas Folender filed an Answer to Cross-Claim, Folender Trust filed an Answer to Third-Party Complaint and Folender and Folender Trust filed a Third-Party Complaint against Kevin E. Dinius, which Third-Party Complaint by Folender and Folender Trust was subsequently voluntarily dismissed, and the parties have engaged in discovery (collectively, the “**Guarantor Litigation**”).

WHEREAS, ICB commenced a judicial foreclosure action against Barron Development in the District Court of the Third Judicial District of the State of Idaho, In and For the County of Canyon, Case No. CV09-330; whereas Barron Development filed an Answer and Third-Party Complaint against Folender Trust; whereas Folender Trust filed an Answer to Third-Party Complaint and a Third-Party Complaint against Kevin E. Dinius, which Third-Party Complaint by Folender Trust was subsequently voluntarily dismissed (collectively, the “**Foreclosure Litigation**”).

WHEREAS, ICB issued two loans to Barron Development, which are fully guaranteed by Folender, Sallie Palleria, John Palleria, Taylor and Bradshaw Construction. Further, ICB issued a direct loan to Joseph Folender, Sallie Palleria, John Palleria and Taylor. Further, ICB issued a loan to Marble Front, which was fully guaranteed by Sallie Palleria, John Palleria and Bradshaw Construction. Further, ICB issued a loan to Marble Front pursuant to a letter of credit. All five loans are more fully described below.

WHEREAS, on June 2, 2006, Barron Development executed a Promissory Note in favor of ICB for the principal sum of \$3,100,000.00, with regard to Loan No. 100151701. The

maturity date on the Promissory Note was May 25, 2007. The Promissory Note was subsequently modified on August 24, 2006, June 27, 2007, and June 20, 2008, through a series of Change in Terms Agreements. The final maturity date of the Promissory Note, as modified, was August 25, 2008. Concurrently with the execution of the June 2, 2006 Promissory Note, Barron Development granted a Mortgage on real property located at NNA Lewis Lane and Sky Ranch Road, Nampa, ID 83686 ("**Mortgage Property**") in favor of ICB to secure any and all obligations owed to ICB under Loan 100151701. The Mortgage was recorded in Canyon County on June 15, 2006, as Instrument No. 200647420. The Mortgage was subsequently modified on June 20, 2008, and recorded in Canyon County on July 16, 2008 as Instrument No. 2008038595. Barron Development is in default of the Promissory Note due to the failure to make principal and interest payments upon maturity. As set forth above, the Foreclosure Litigation is a pending judicial foreclosure action regarding the Mortgage. After all lawful offsets and credits have been allowed, the net unpaid balance due under the Promissory Note and Guaranty Agreements with regard to Loan Number 100151701, as of March 26, 2009, was the sum of \$3,426,600.94, plus attorney fees and costs. This payoff breaks down to \$3,099,985.00 in principal, \$171,573.69 in interest, \$154,999.25 in late fees, and \$43.00 reconveyance fee. In addition, attorney fees and costs, and interest continue to accrue at the per diem rate of \$806.85.

WHEREAS, on August 30, 2006, Barron Development executed a Promissory Note in favor of ICB for the principal sum of \$1,105,000.00, with regard to Loan No. 100151702. In connection with Loan No. 100151702, Barron Development granted a Deed of Trust in the real property legally described as "The Northwest Quarter of the Northwest Quarter of Section 13, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho" ("**Barron**

DOT Property”) in favor of ICB to secure any and all obligations owed to ICB. The Deed of Trust was recorded in Canyon County on August 31, 2006, as Instrument No. 200671139, and re-recorded on August 21, 2007 as Instrument No. 2007057610 to correct the legal description of the property. On September 28, 2007, the 100151702 loan was renewed as Loan No. 100151703. In connection with the 100151703 loan, Barron Development executed a Promissory Note in favor of ICB for the principal sum of \$791,690.26. The Promissory Note provided for a maturity date of August 25, 2008. Concurrently with the execution of the September 28, 2007 Promissory Note, Barron Development executed a September 28, 2007 Modification of Mortgage to modify the Deed of Trust Instrument No. 2007057610, with regard to the real property legally described as “The Northwest Quarter of the Northwest Quarter of Section 13, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho”. The September 28, 2007 Modification was recorded in Canyon County on October 31, 2007 as Instrument No. 2007072695. The Deed of Trust is currently being foreclosed upon in a non-judicial foreclosure sale set for July 28, 2009. After all lawful offsets and credits have been allowed, the net unpaid balance due under the Promissory Note and Guaranty Agreements with regard to Loan Number 100151703, as of March 26, 2009, was the sum of \$767,008.57, plus attorney fees and costs. This payoff breaks down to principal of \$703,748.09, \$23,429.60 in interest and \$39,787.88 in late fees, and a reconveyance fee of \$43.00. In addition, attorney fees and costs, and interest continue to accrue at the per diem rate of \$91.58.

WHEREAS, on April 25, 2007, Folender, Sallie Palleria, John Palleria, and Taylor executed a Promissory Note in favor of ICB for the principal sum of \$1,300,000.00, in regard to Loan No. 100156104. The maturity date on the Promissory Note was October 25, 2008.

Concurrently with the execution of the April 25, 2007 Promissory Note, Prominence granted a Construction Deed of Trust in regard to the real property commonly known as "0000 Purple Sage Road, Middleton, ID 00000," ("**Purple Sage Property**") in favor of ICB to secure any and all obligations owed to ICB. The Deed of Trust was recorded in Canyon County on April 30, 2007, as Instrument No. 2007029694. The Deed of Trust is currently being foreclosed upon in a non-judicial foreclosure sale set for July 28, 2009. After all lawful offsets and credits have been allowed, the net unpaid balance due under the April 25, 2007 Promissory Note, as of March 26, 2009 was \$1,439,943.29 and attorney fees and costs. This total breaks down as follows: \$1,300,000 in principal, \$73,844.04 in interest, 66,056.25 in late fees, and a reconveyance fee of \$43.00. In addition, interest continues to accrue at the per diem rate of \$347.26.

WHEREAS, as of March 26, 2009, ICB was owed approximately the total sum of \$5,645,552.80 (not including the amounts owed under the Marble Front loans, described below), which sum has continued to accrue interest, attorney fees, and foreclosure costs, such as service and publication.

WHEREAS, the real properties (excluding the Marble Front Property) were appraised in October 2008. The appraisals of the all the real properties (excluding the Marble Front Property) at issue totaled \$ 3,110,000.00.

WHEREAS, on February 15, 2007, Marble Front executed a Promissory Note in favor of ICB for the principal sum of \$1,424,000.00, with regard to Loan No. 100154601. The maturity date on the Promissory Note was February 15, 2008. The Promissory Note was subsequently modified on February 21, 2008 and May 30, 2008, through a series of Change in Terms Agreements. The final maturity date of the Promissory Note, as modified, was April 15, 2009.

Concurrently with the execution of the February 15, 2007 Promissory Note, Marble Front granted a Deed of Trust on real property located at NNA, Caldwell, Idaho 83605 ("**Marble Front Property**") in favor of ICB to secure any and all obligations owed to ICB under Loan 100154601. The Deed of Trust was recorded in Canyon County on February 20, 2007, as Instrument No. 2007012115. The Deed of Trust was subsequently modified on February 21, 2008, and recorded in Canyon County on February 26, 2008 as Instrument No. 2008010327 and was further modified on May 30, 2008, and recorded in Canyon County on June 3, 2008. Several lots within the Marble Front Property have been reconveyed by ICB pursuant to those certain Deeds of Partial Reconveyance recorded in Canyon County on March 12, 2008 as Instrument No. 2008013714, April 28, 2008 as Instrument No. 2008023011, September 18, 2008 as Instrument No. 2008050369, and October 28, 2008 as Instrument No. 2008057528, respectively. Marble Front is in default of the Promissory Note due to the failure to make principal and interest payments upon maturity. The Deed of Trust (less the property reconveyed) is currently being foreclosed upon in a non-judicial foreclosure sale set for September 8, 2009. After all lawful offsets and credits have been allowed, the net unpaid balance due under the Guaranty Agreements with regard to Loan Number 100154601, as of June 8, 2009, was the sum of \$1,259,669.72, plus attorney fees, foreclosure fees, and costs. This payoff breaks down to \$1,162,148.19 in principal, \$37,638.27 in interest, \$59,840.26 in late fees, and \$43.00 reconveyance fee. In addition, interest continues to accrue at the per diem rate of \$191.04.

WHEREAS, on January 1, 2008, Marble Front executed a Promissory Note in favor of ICB for the principal sum of \$190,000.00, pursuant to an irrevocable stand-by letter of credit issued by ICB to the City of Caldwell, Idaho, with regard to Loan No. 100154602. The maturity

date on the Promissory Note was January 1, 2009. The Promissory Note was subsequently modified on January 2, 2009, through a Change in Terms Agreement. The final maturity date of the Promissory Note, as modified, was January 2, 2010. Concurrently with the execution of the January 1, 2008 Promissory Note, Marble Front granted a second Deed of Trust on the Marble Front Property in favor of ICB to secure any and all obligations owed to ICB under Loan 100154602. The Deed of Trust was recorded in Canyon County on January 8, 2008, as Instrument No. 2008001304. Several lots within the Marble Front Property have been reconveyed by ICB pursuant to those certain Deeds of Partial Reconveyance recorded in Canyon County as described in the paragraph above. Marble Front is in default of the Promissory Note due to City of Caldwell's cessation of issuance of building permits. There is no pending non-judicial foreclosure sale of the Marble Front Property under the Second Deed of Trust as of the date of this Settlement Agreement.

WHEREAS, the parties in the Guarantor Litigation and the Foreclosure Litigation do not dispute that the three loans to Barron Development and Folender, Sallie Palleria, John Palleria, and Taylor were issued; are now matured and in default and that borrowers and guarantors have failed to pay ICB in accordance with the terms of the loan documents.

WHEREAS, Marble Front, Sallie Palleria, John Palleria and Bradshaw Construction do not dispute that the two Marble Front loans were issued; with one loan matured and both loans in default and that borrowers and guarantors have failed to pay ICB in accordance with the terms of the loan documents.

WHEREAS, the Parties wish to avoid further litigation and legal costs and to fully and expeditiously settle any and all claims and/or issues of law or fact that have been raised in the

Guarantor Litigation or the Foreclosure Litigation, could have been raised in the Guarantor Litigation, Foreclosure Litigation, or in regard to all of the loans, and to the collection and/or foreclosure actions set forth above ("Claims"), or are related to the Claims in any way whatsoever, or otherwise between them.

NOW, THEREFORE, and for and in consideration of the mutual covenants, promises, and conditions set forth herein, the recitals above, which are a material part of this Settlement Agreement, the Parties agree as follows:

1. Best Efforts to Effectuate this Settlement. The Parties agree to undertake their best efforts, including all steps and efforts contemplated by this Settlement Agreement and any other steps and efforts that may be necessary or appropriate, by order of the Court or otherwise, to carry out the terms of this Settlement Agreement.

2. Terms.

(i) On or before August 1, 2009, which is sixty days (60) days from the effective date of this Settlement Agreement, Folender shall pay to ICB in certified funds the sum of One Million One Hundred Fifty Thousand and No/100ths Dollars (\$1,150,000.00) ("**Settlement Payment**");

(ii) Concurrently with the execution of this Settlement Agreement, Barron Development will convey the Mortgage Property via a Non-Merger Deed in Lieu of Foreclosure and will provide ICB with an Estoppel Affidavit each in a form as agreed to by ICB;

(iii) Concurrently with the execution of this Settlement Agreement, Barron Development will convey the Barron DOT property to ICB via a Non-Merger Deed in Lieu of Foreclosure and will provide ICB with an Estoppel Affidavit each in a form as agreed to

by ICB;

(iv) Concurrently with the execution of this Settlement Agreement, Prominence will convey the Purple Sage Property to ICB via a Non-Merger Deed in Lieu of Foreclosure and will provide ICB with an Estoppel Affidavit each in a form as agreed to by ICB;

(v) Concurrently with the execution of this Settlement Agreement, Marble Front will convey the Marble Front Property to ICB via a Non-Merger Deed in Lieu of Foreclosure and will provide ICB with an Estoppel Affidavit each in a form as agreed to by ICB. Further, Sallie Palleria agrees to cooperate with ICB with regard to Marble Front's execution of the Non-Merger Deed in Lieu of Foreclosure and Estoppel Affidavit and to provide full and complete cooperation in regard to the development and sale of the Marble Front Property. In consideration of the Non-Merger Deed in Lieu of Foreclosure and Estoppel Affidavit and Sallie Palleria's cooperation with ICB, ICB will waive any deficiency against Marble Front, John Palleria and/or Bradshaw Construction with regard to the Marble Front loan;

(vi) Upon the execution of this Settlement Agreement and the recording of the Non-Merger Deeds in Lieu and the Estoppel Affidavits, ICB will cancel the pending non-judicial foreclosure sales; and

(vii) Provided that the terms of this Settlement Agreement have been met, ninety-one days has expired since the date that the Settlement Payment was made and the Deeds in Lieu have been recorded, and provided that a springback has not occurred as set forth in Paragraph 13 below, then ICB will return to the Guarantors their original Guaranties.

3. Dismissal with Prejudice. Upon the execution of this Settlement Agreement, receipt of the Settlement Payment, and the recording of the Non-Merger Deeds in Lieu of

Foreclosure and the Estoppel Affidavits, the parties shall file a stipulation to Dismiss the Guarantor Litigation with Prejudice and a stipulation to Dismiss the Foreclosure Litigation with Prejudice, which stipulations will dismiss all cross-claims and third-party claims.

4. Timing of the Essence. Time is of the essence with respect to this Settlement Agreement. If all of the events pursuant to the terms of this Settlement Agreement do not occur on or before the indicated dates, this Settlement Agreement shall be null and void, of no force or effect, and the Guarantor Litigation, the Foreclosure Litigation and the non-judicial foreclosure sales, as applicable, shall proceed as if no settlement had ever been discussed or agreed to.

5. Litigation Costs and Attorney's Fees. Each party to this Settlement Agreement understands and agrees that he/she/it shall be solely responsible for any and all expenses he/she/it incurred in the prosecution or defense of the Guarantor Litigation, the Foreclosure Litigation, and/or the non-judicial foreclosure sales including, but not limited to, mediation fees and costs, attorney's fees, costs, and expenses, except and unless this Settlement Agreement is deemed null and void, as set forth in Section 4 above.

6. No Admission of Wrongdoing. The Parties hereto agree that this Settlement Agreement, whether it shall become final, and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of the truth of any of the claims or allegations contained in the Guarantor Litigation or the Foreclosure Litigation or any other pleading, and evidence thereof shall not be discoverable or used, directly or indirectly, in any way, whether in this action or in any other action or proceeding. This Settlement Agreement is subject to Idaho Rules of Evidence, Rule 408.

7. **Releases.** Effective upon satisfaction of the terms set forth herein and except for the obligations arising out of this Settlement Agreement, Barron Development, Folender, Sallie Palleria, John Palleria, Taylor, Bradshaw Construction, Folender Trust, Prominence and Marble Front for themselves and on behalf of their past, present, and future parent entities, companies, subsidiaries, divisions, affiliates, stockholders, officers, directors, members, managers, employees, agents, heirs, executors, administrators, successors and assigns, and any of their legal representatives hereby forever release and discharge ICB and its past, present, and future parent entities, companies, subsidiaries, divisions, affiliates, stockholders, officers, directors, members, managers, employees, agents, heirs, executors, administrators, successors and assigns, and any of their legal representatives (the **"ICB Released Parties"**) from all rights, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, suits, debts and demands, of whatever character in law or in equity, known or unknown, arising out of or related to the allegations in the Guarantor Litigation, Foreclosure Litigation, and/or Claims that were, or could have been, brought by Barron Development, Folender, Sallie Palleria, John Palleria, Taylor, Bradshaw Construction, Folender Trust, Prominence and Marble Front, or any of their affiliates (or on their behalf) in the Guarantor Litigation, the Foreclosure Litigation or otherwise arising out of the relationship between Barron Development, Folender, Sallie Palleria, John Palleria, Taylor, Bradshaw Construction, Folender Trust, Prominence and Marble Front and ICB (the **"Barron Released Claims"**). Barron Development, Folender, Sallie Palleria, John Palleria, Taylor, Bradshaw Construction, Folender Trust, Prominence and Marble Front covenant and agree that, pursuant to the terms herein, they shall not seek to establish liability against any ICB Released Party based, in whole or in part, upon any of the Barron Released Claims.

Effective upon satisfaction of the terms set forth herein, ICB for itself and on behalf of its respective past, present, and future parent entities, companies, subsidiaries, divisions, affiliates, stockholders, officers, directors, members, managers, employees, agents, heirs, executors, administrators, successors and assigns, and any of its legal representatives hereby forever release and discharge Barron Development, Folender, Sallie Palleria, John Palleria, Taylor, Bradshaw Construction, Folender Trust, Prominence and Marble Front and their past, present, and future parent entities, companies, subsidiaries, divisions, affiliates, stockholders, officers, directors, members, managers, employees, agents, heirs, executors, administrators, successors and assigns, and any of their legal representatives (the “**Barron Released Parties**”) from all rights, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, suits, debts and demands, of whatever character in law or in equity, known or unknown, arising out of or related to the allegations in the Guarantor Litigation, Foreclosure Litigation, and/or Claims that were, or could have been, brought by ICB (or on ICB’s behalf) in the Guarantor Litigation and/or the Foreclosure Litigation against Barron Development, Folender, Sallie Palleria, John Palleria, Taylor, Bradshaw Construction, Folender Trust, Prominence and Marble Front or otherwise arising out of the relationship between ICB and Barron Development, Folender, Sallie Palleria, John Palleria, Taylor, Bradshaw Construction, Folender Trust, Prominence and Marble Front, as to the loans set forth herein (the “**ICB Released Claims**”). ICB covenants and agrees that, pursuant to the terms herein, it shall not seek to establish liability against any of the Barron Released Parties based, in whole or in part, upon any of the ICB Released Claims.

Effective upon satisfaction of the terms set forth herein, the Barron Released Parties for themselves and on behalf of their respective past, present, and future parent entities, companies,

subsidiaries, divisions, affiliates, stockholders, officers, directors, members, managers, employees, agents, heirs, executors, administrators, successors and assigns, and any of its legal representatives hereby forever release and discharge the Barron Released Parties from all rights, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, suits, debts and demands, of whatever character in law or in equity, known or unknown, arising out of or related to the allegations in the Guarantor Litigation, Foreclosure Litigation, and/or Claims that were, or could have been, brought by the Barron Released Parties in the Guarantor Litigation and/or the Foreclosure Litigation against any of the Barron Released Parties, or otherwise arising out of the relationship between and among the Barron Released Parties.

It is expressly understood, stipulated to, and agreed to by the Parties that the releases set forth in this Section do not include any claims arising under or related to this Settlement Agreement.

8. Full and Independent Knowledge. The Parties represent and agree that they have thoroughly discussed all aspects of this Settlement Agreement with their attorneys and/or accountants, that they have carefully read and fully understand all of the provisions of this Settlement Agreement, and that they are voluntarily entering into this Settlement Agreement. The Parties acknowledge that, except as expressly set forth herein, no representations of any kind or character have been made to induce the execution of this Settlement Agreement.

9. Authority. Each signatory to this document represents and warrants that they have full power, authority, and legal right, and have completed all proceedings and obtained all approvals and that no signatory has assigned any claims, action, causes of action, rights or obligations released and discharged under the terms of this Settlement Agreement.

10. Binding Effect. This Settlement Agreement shall become binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and to the ICB Released Parties and to the Barron Released Parties.

11. Attorney's Fees. If any action, including an arbitration proceeding as set forth in Section 12, below, is instituted hereafter to enforce any terms of this Settlement Agreement or if this Settlement Agreement is asserted as a defense in any action, including but not limited to an arbitration proceeding as set forth in Section 12, below, the prevailing party in such action shall be entitled to recover from the other party a reasonable sum for costs, expenses, and attorneys' fees incurred in prosecuting or defending the action.

12. Binding Arbitration. The Parties agree that in the event that a dispute arises between the Parties as to any term or condition of this Settlement Agreement that such dispute shall be submitted to Judge D. Duff McKee for binding arbitration.

13. Spring Back. If, for any reason, any portion of this Settlement Amount is deemed to be void, or a bankruptcy trustee avoids, disgorges, or sets aside any transfer of cash, property or liens delivered to ICB pursuant to any preference, fraudulent conveyance, or other motion, action, or proceeding, then any and all debt forgiveness provided by ICB shall be reinstated as owing and shall be immediately due and payable by the Borrowers and Guarantors to IIB, according to the original terms and the Parties shall retain their respective positions under the terms of the loan documents entered into between the parties, as applicable.

14. Integrated Agreement. This Settlement Agreement and the documents delivered pursuant to the terms of this Settlement Agreement contain an entire, complete, and integrated statement of each and every term and provision agreed to by and among the Parties. This

Settlement Agreement shall not be modified in any respect, except by a writing executed by all Parties hereto

15. Choice of Law All terms of this Settlement Agreement shall be governed by and interpreted according to the substantive laws of the State of Idaho, without regard to its choice of law or conflict of laws principles.

16. Binding Agreement This Settlement Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective assigns, successors-in-interest, and legal representatives

17. Execution in Counterparts This Settlement Agreement may be executed in counterparts. Signatures transmitted by facsimile shall be deemed and constitute originals

IN WITNESS WHEREOF, the Parties hereto, through their fully authorized representatives, have agreed to this Settlement Agreement on the first date hereinabove written

Intermountain Community Bank:

By: David A. Deen
SUP / CRI Department

Barron Development, LLC:

By: _____
Sallie A. Palleria, Managing Member/Manager

By: _____
Joseph Folender, Managing Member/Manager

Settlement Agreement shall not be modified in any respect, except by a writing executed by all Parties hereto.

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16. Binding Agreement. This Settlement Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective assigns, successors-in-interest, and legal representatives.

17. Execution in Counterparts. This Settlement Agreement may be executed in counterparts. Signatures transmitted by facsimile shall be deemed and constitute originals.

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Intermountain Community Bank:

By: _____

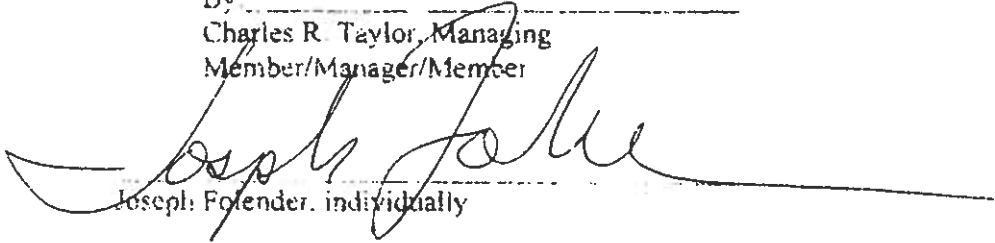
Barron Development, LLC:

By: _____
Sallie A. Palleria, Managing Member/Manager

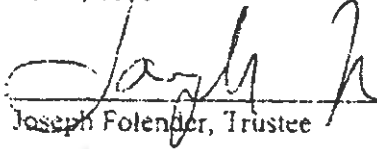
By: _____
Joseph Folender, Managing Member/Manager

By: _____

Charles R. Taylor, Managing
Member/Manager/Member


Joseph Folender, individually

The Joseph Folender Revocable Trust, Reformed and
Restated June 14, 2006:

By: 
Joseph Folender, Trustee

Sallie A. Palleria, individually

John S. Palleria, individually

Charles R. Taylor, individually

Bradshaw Construction, L.L.C.

By: _____

Sallie A. Palleria aka Sallie Bradshaw-Palleria,
Managing Member/Manager

By: _____

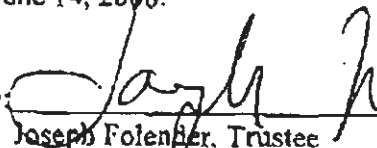
John S. Palleria, Managing Member

Prominence Properties, L.L.C.:

By: _____
Charles R. Taylor, Managing
Member/Manager/Member

Joseph Folender, individually

The Joseph Folender Revocable Trust, Reformed and
Restated June 14, 2006:

By:  _____
Joseph Folender, Trustee

Sallie A. Palleria, individually

John S. Palleria, individually

Charles R. Taylor, individually

Bradshaw Construction, LLC:

By: _____
Sallie A. Palleria aka Sallie Bradshaw-Palleria,
Managing Member/Manager

By: _____
John S. Palleria, Managing Member

Prominence Properties, L.L.C.:

By: Sallie A Palleria
Sallie A Palleria, Managing Member/Manager

By: _____
Joseph Folender, Managing Member/Manager

By: Charles R Taylor
Charles R. Taylor, Managing
Member/Manager/Member

Joseph Folender, individually

The Joseph Folender Revocable Trust, Reformed and
Restated June 14, 2006:

By: _____
Joseph Folender, Trustee

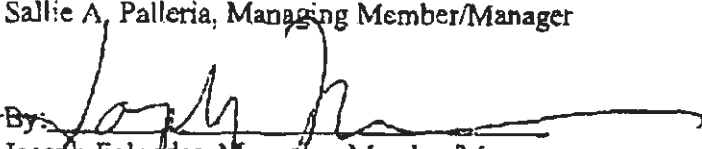
Sallie A Palleria
Sallie A Palleria, individually

John S Palleria
John S Palleria, individually

Charles R Taylor
Charles R. Taylor, individually

Bradshaw Construction, LLC:

By: _____
Sallie A. Palleria, Managing Member/Manager

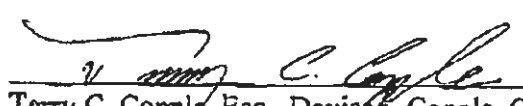
By:  _____
Joseph Folender, Managing Member/Manager

By: _____
Charles R. Taylor, Managing Member/Member

Marble Front Development, LLC:

By: _____
Sallie A. Palleria, Member

APPROVED AS TO FORM:

 _____
Terry C. Copple, Esq., Davison, Copple, Copple & Copple LLP
Attorneys for Joseph Folender and The Joseph Folender Revocable Trust, Reformed and Restated June 14, 2006

Kevin E. Dinius, Esq., Morrow Dinius
Attorneys for Sallie A. Palleria aka Sallie Bradshaw-Palleria, John S. Palleria, Charles R. Taylor, Bradshaw Construction, LLC, Prominence Properties, L.L.C. and Marble Front Development, LLC

By: Sallie A. Palleria
Sallie A Palleria aka Sallie Bradshaw-Palleria,
Managing Member/Manager

By: John S Palleria
John S Palleria, Managing Member

Prominence Properties, L L C :

By: Sallie A. Palleria
Sallie A Palleria, Managing Member/Manager

By: _____
Joseph Folender, Managing Member/Manager

By: Charles R Taylor
Charles R Taylor, Managing Member/Member

Marble Front Development, LLC:

By: Sallie A Palleria
Sallie A Palleria, Member

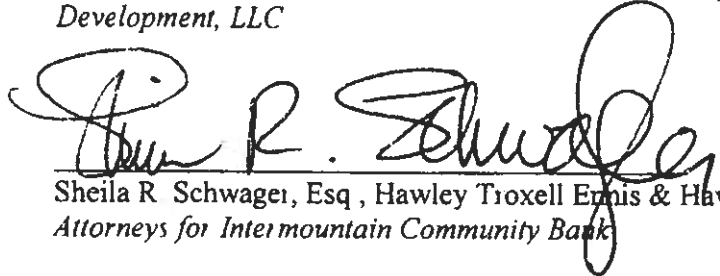
APPROVED AS TO FORM:

Terry C Copple, Esq , Davison, Copple, Copple & Copple LLP
*Attorneys for Joseph Folender and The Joseph Folender Revocable Trust, Reformed and
Restated June 14, 2006*



Kevin E. Dinius, Esq , Morrow Dinius

Attorneys for Sallie A Palleria aka Sallie Bradshaw-Palleria, John S Palleria, Charles R Taylor, Bradshaw Construction, LLC, Prominence Properties, L L C and Marble Front Development, LLC



Sheila R. Schwager, Esq , Hawley Troxell Ernis & Hawley LLP
Attorneys for Inter mountain Community Bank



OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

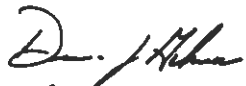
1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police

power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

BY  PRESIDENT

ATTEST  SECRETARY

PIONEER TITLE COMPANY
Caldwell Office
610 So. Kimball
P. O. Box 610
Caldwell, Idaho 83605-0810



1002024-1024715

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A

tate planning purposes.

- (ii) With regard to (A), (B), (C), and (D) reserving, however, all right defenses as to any successor that the Company would have had against predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge notice that may be imputed to an Insured by reason of the Public Records or any records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterway; this does not modify or limit the extent that a right of access to and from the Land insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property purchases for value and without Knowledge. With respect to Covered Risk "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the property is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title released from the obligation to purchase, lease, or lend if there is a contract condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of the Insured, but only so long as the Insured retains an estate or interest in the Land, or an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties transfer or conveyance of the Title. This policy shall not continue in force in favor of the Insured from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to the Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, encumbrance, or other matter insured against by this policy that constitutes the basis for loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured if the obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for the fees of any other counsel. The Company will not pay any legal expenses incurred by the Insured in the defense of those causes of action for matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options

Section 7 of these Conditions, at its own cost, to insure and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

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

6. DUTY OF INSURED CLAIMANT TO COOPERATE

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

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

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

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

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

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

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

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and

expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

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

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

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

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these

rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

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

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation of rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.

POLICY OF TITLE INSURANCE

First American Title Insurance Company

OWNER'S POLICY

SCHEDULE A

<u>File No.:</u>	<u>Policy No.:</u>	<u>Date of Policy:</u>	<u>Amt of Insurance:</u>	<u>Premium Amt:</u>
200906607	J-1024715	July 14, 2009 at 4:39:00 PM	\$750,000.00	\$2,437.00
Total Premium:				\$2,437.00

The Policy Number shown on this schedule must agree with the preprinted number on the cover sheet.

1. Name of Insured:

Intermountain Community Bank, a division of Panhandle State Bank

2. The estate or interest in the land which is covered by this policy is:

Fee Simple

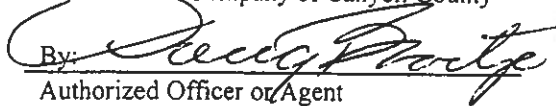
3. Title to the estate or interest in the land is vested in:

Intermountain Community Bank, a division of Panhandle State Bank

4. The land referred to in this policy is described as follows:

SEE ATTACHED EXHIBIT A


Pioneer Title Company of Canyon County

By: 
Authorized Officer or Agent

ALTA Owner's Policy 6/17/06

This Policy is invalid unless the cover sheet and Schedule B are attached.

Schedule A consists of 1 page(s)

First American Title Insurance Company

OWNER'S POLICY

SCHEDULE A

EXHIBIT A

Parcel I:

The Northeast Quarter of Section 14, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Parcel II:

The East Half of the Northwest Quarter of Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho.

EXCEPT:

A part of the Northwest Quarter of Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, more particularly described as:

COMMENCING at the Northeast corner of said Section 14 (section corner) monumented with a rebar, 5/8 inches diameter; thence

South 62° 48' 15" West 4,482.39 feet to the POINT OF BEGINNING; said point bears South 63° 05' 00" East 1,480.17 feet from a found 3/8 inch pipe at the Northwest corner of the Southwest Quarter of the Northwest Quarter, Section 14 (North one-sixteenth corner); thence

North 89° 54' 30" East 295.32 feet; thence

South 0° 05' 30" East 295.00 feet; thence

South 89° 54' 30" West 295.32 feet; thence

North 0° 05' 30" West 295.00 feet to the POINT OF BEGINNING.

Parcel III:

The West Half of the Northwest Quarter of Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho.

This Policy is invalid unless the cover sheet and Schedule B are attached.

Schedule A consists of 2 page(s)

First American Title Insurance Company

OWNER'S POLICY

SCHEDULE B

Exceptions from Coverage

File Number:
200906607

Date of Policy:
July 14, 2009 at 4:39:00 PM

Policy Number:
J-1024715

The Policy Number shown on this schedule must agree with the preprinted number on the cover sheet.

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances that are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a)Unpatented mining claims;(b)reservations or exceptions in patents or in Acts authorizing the issuance thereof;(c) water rights, claims or title to water, whether or not the matters excepted under(a), (b), or (c) are shown by the public records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Special Exceptions

1. **General taxes for the year 2009, which are a lien, payable on or before December 20 of said year and not delinquent until after said date.**
2. **Water rights, claims or title to water.**
3. **No search made for assessments for water for irrigation, and the rights and powers of any water or ditch company.**
4. **Reservations in United States Patent or State Deeds.**
5. **Rights of way for irrigation and drainage ditches and canals and roads.**

ALTA Owner's Policy Form B 1987 (Amended 6/17/06)

This Policy is invalid unless the cover sheet and Schedule A are attached.

Schedule B consists of 1 page(s)

First American Title Insurance Company

OWNER'S POLICY

SCHEDULE B

Exceptions from Coverage

6. Power Line Easement as granted to IDAHO POWER COMPANY, a corporation, by instrument recorded August 17, 1962 as Instrument No. 521296, records of Canyon County, Idaho...including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system.
Affects the Northeast of the Northeast of Section 14 exact location undisclosed.
7. Power Line Easement as granted to IDAHO POWER COMPANY, a corporation, by instrument recorded June 16, 1975 as Instrument No. 752747, records of Canyon County, Idaho...including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system.
Affects East 25 feet of Southeast of the Southwest of Section 14.
8. Power Line Easement as granted to IDAHO POWER COMPANY, a corporation, by instrument recorded November 24, 1967 as Instrument No. 602349, records of Canyon County, Idaho...including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system
Affects West Half of he Southeast of the Southwest of Section 14, exact location undisclosed.
9. Power Line Easement as granted to IDAHO POWER COMPANY, a corporation, by instrument recorded June 17, 1969 as Instrument No. 629772, records of Canyon County, Idaho...including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system.
Affects Southwest of the Southwest of the Southwest of the Southwest of the Northwest of Section 14.
10. Power Line Easement as granted to IDAHO POWER COMPANY, a corporation, by instrument recorded June 27, 1975 as Instrument No. 753480, records of Canyon County, Idaho...including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system.
Affects West 25 feet Northeast of the Northeast of Section 14.

ALTA Owner's Policy Form B 1987 (Amended 6/17/06)

 This Policy is invalid unless the cover sheet and Schedule A are attached.

Schedule B consists of 2 page(s)

First American Title Insurance Company

OWNER'S POLICY

SCHEDULE B

Exceptions from Coverage

11. Power Line Easement as granted to IDAHO POWER COMPANY, a corporation, by instrument recorded June 15, 1981 as Instrument No. 923236, records of Canyon County, Idaho...including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system. See copy attached.
12. Easement for Road Purposes as set forth in Warranty Deed form BRYCE D. MILLAR and DONNA R. MILLAR, husband and wife to NICK R. MILLAR and DONIE M. MILLAR, husband and wife, recorded February 2, 1981 as Instrument No. 912289, recorded February 5, 1981 as Instrument No. 912607, and re-recorded February 13, 1981 as Instrument No. 913344, records of Canyon County, Idaho.
Affects the Southwest Quarter of the Northwest Quarter of Section 14.
See copy attached.
13. Easement for extension of Pump Road, recorded December 6, 1991 as Instrument No. 9124336, records of Canyon County, Id
Affects West 25 feet of Section 14. See copy attached.
14. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded December 13 1999, as Instrument No. 9948370, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
Affects the Southwest Quarter of the Northwest Quarter of Section 14
15. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded November 23, 2004, as Instrument No. 200464342, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

ALTA Owner's Policy Form B 1987 (Amended 6/17/06)

This Policy is invalid unless the cover sheet and Schedule A are attached.

Schedule B consists of 3 page(s)

First American Title Insurance Company

OWNER'S POLICY

SCHEDULE B

Exceptions from Coverage

16. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded October 7, 2005, as Instrument No. 200565180, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
17. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded November 14, 2005, as Instrument No. 200575672, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
18. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded March 10, 2006, as Instrument No. 200617119, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
19. Access Agreement between Southside Inc. and Lucinda Felix, recorded December 9, 2005 as Instrument No. 200582650, records of Canyon County, Idaho.
Affects the Southwest Quarter of the Northwest Quarter of Section 14
20. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded February 26, 2007 as Instrument No. 2007013831, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).



ALTA Owner's Policy Form B 1987 (Amended 6/17/06)

This Policy is invalid unless the cover sheet and Schedule A are attached.

Schedule B consists of 4 page(s)

First American Title Insurance Company

OWNER'S POLICY

SCHEDULE B

Exceptions from Coverage

21. A Mortgage to secure an indebtedness of \$3,100,000.00 as shown below, and any other obligation secured thereby.

at
9/10/07
Release
P.L.
1
Dated: June 2, 2006
Mortgagor: Barron Development, LLC, an Idaho Limited Liability Company
Mortgagee: Intermountain Community Bank, a Division of Panhandle State Bank-Caldwell Branch
Recorded: June 15, 2006 as Instrument No. 200647420, records of Canyon County, Idaho.

An Agreement to modify the terms and provisions of said Deed of Trust as therein provided
Executed by: Barron Development, LLC and Intermountain Community Bank
Recorded: July 9, 2007 as Instrument No. 2007047033, records of Canyon County, Idaho

An Agreement to modify the terms and provisions of said Deed of Trust as therein provided
Executed by: Barron Development, LLC and Intermountain Community Bank
Recorded: October 31, 2007 as Instrument No. 2007072695, records of Canyon County, Idaho

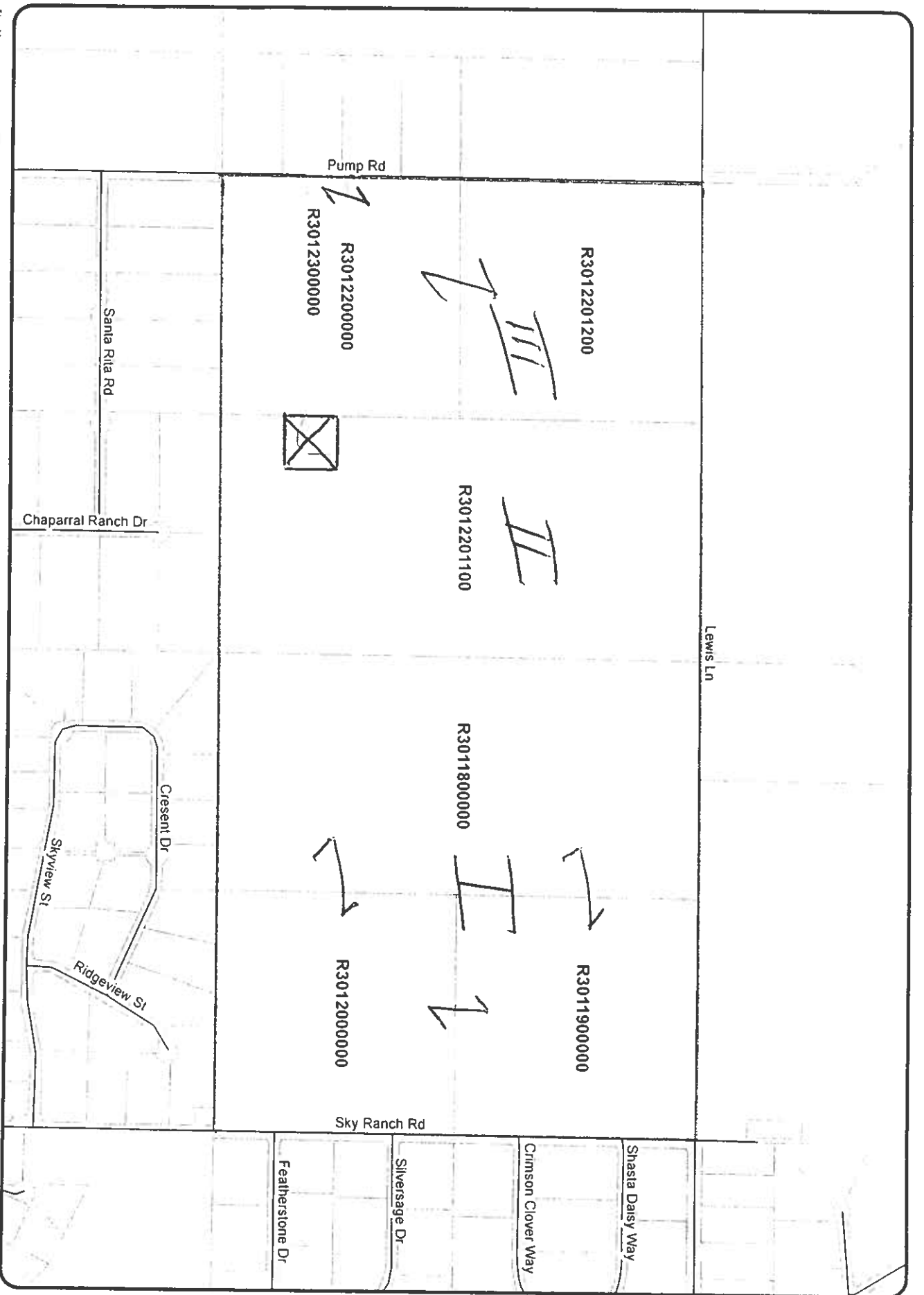
An Agreement to modify the terms and provisions of said Deed of Trust as therein provided
Executed by: Barron Development, LLC and Intermountain Community Bank
Recorded: July 16, 2008 as Instrument No. 2008038595, records of Canyon County, Idaho

END OF EXCEPTIONS

ALTA Owner's Policy Form B 1987 (Amended 6/17/06)

This Policy is invalid unless the cover sheet and Schedule A are attached.

Schedule B consists of 5 page(s)



This Map and data is displayed as a graphic representation derived from the Canyon County Geographic Information System (GIS) data. It was designed and created for informational purposes only. It is not a legal document and should not be used for any legal purpose. This map is based on information available and was compiled from numerous sources which may not be accurate. Users are advised to verify this information. Canyon County and Sage Plant Solutions, are not liable for errors or omissions resulting from use of this product for any purpose.

SPS
Sage Plant Solutions
www.sps.com



Pioneer Co.

2007013831

SITUATED IN THE NE1/4 AND A PORTION OF THE NW1/4 OF SECTION 14,
TOWNSHIP 2 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN,
CANYON COUNTY, IDAHO 2007

RECORDED
C. McLaughlin
2007 FEB 26 PM 2 57

~~SECRET~~

CANYON ROAD 6487 WAGON PARK
ST. LOUIS, MO. 63109-3000
CORDER

SE 1 5/8" FROM MIN W/PLASTIC CAP
FOUND 1 1/2" FROM FWH

0 CALCULATED POINT - NOTHING

(4482.39) RECORD DATA-ACR R.O.S. INST. NO. 96

SECTION LINE

PROPERTY LINE

SUBJECT DE LINE

DATE OF THE LAST EASEMENT LOWE

REFERENCE SURVEYS

LIBRARY RANCH SUBMISSION book 30, page 46

NO OF SURVEY INSTRUMENT NO. 904985
NO OF SURVEY INSTRUMENT NO. 984A170

RD OF SURVEY INSTRUMENT NO. 0946370
ON INSTRUMENT NO. 0639868
RD OF SURVEY INSTRUMENT NO. 700336223

NO. OF SURVEY INSTRUMENT NO. 200464342
NO. OF SURVEY INSTRUMENT NO. 200516503

NO. OF SURVEY INSTRUMENT NO. 200563180
NO. OF SURVEY INSTRUMENT NO. 200575672

REFERENCE DEEDS

FORM OF OPTION CONTRACT INSTRUMENT NO. 2005114

DEED INSTRUMENT NO. 2005JJ678
QUITCLAIM DEED INSTRUMENT NO. 2005J20849

NO. 200344225
TO INSTRUMENT NO. 9407248

CERTIFICATE OF SURVEYOR

WELL, DO HEREBY CERTIFY THAT I AM A REGISTERED
VOTER IN THE STATE OF CALIFORNIA.

PRESENTS AN ACTUAL SURVEY MADE ON THE GROUND
AND SUPERVISOR IN THE STATE OF TEXAS, AND THE
ACT SUPERVISOR AND COMPANY'S WITH ACCEPTED

SUBMITTING I FURTHER CERTIFY THAT I HAVE
TITLE 55, CHAPTER 16, IOWA CODE.

1998



8960

THE
ORDER OF
THE
STATE

ATZ BROOK

END: CALIF BAILCOA

N-ORTON ENGINEERING COMPANY

324 CLEVELAND BLVD., SUITE 227
CALUMET, ILLINOIS 60009

(208) 795-5050

INDEX NO. 234-14-01-00-000
234-14-04-00-000

ALBERTS - 6028/O ALBERTS - 6029/OV 6024/O :N


Pioneer Title Co.

GOING BEYOND

Pioneer Title Company is an authorized agent for First American Title Insurance Company

First American Title Insurance Company

COMMITMENT**SCHEDULE A**

Commitment No. PC200906607

Title Officer: Doug Broetje

Direct Line: (208) 455-7317

To: Hawley Troxell Ennis & Hawley, LLP

Direct Line:

Attn: Kristin E Bjorkman

877 Main Street, Suite 1000

P. O. Box 1617

Boise, Idaho 83701-1617

1. Effective Date: June 24, 2009 at 7:30:00 AM

2. Policy or Policies to be issued:

Liability Amount

Amount

(a) ☒ Owner's Policy - Standard Form 1402.06 (6-17-06)

\$3,100,000.00

\$7,255.00

Total Premium:

\$7,255.00

Endorsements:

Proposed Insured: Intermountain Community Bank, a division of Panhandle State Bank

(b) ☐ Loan Policy — Standard Form 1056.06B (6-17-06)

-0-

Total Premium:

Endorsements:

Proposed Insured: NONE

3. Fee Simple interest in the land described in this commitment is owned, at the commitment date, by:

Barron Development L.L.C., an Idaho limited liability company

4. The land referred to in the Commitment is described as follows:

SEE ATTACHED EXHIBIT A

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.
Schedule A page 1 of 1 page(s)

319.28 Acres

S. L. S. A. 10/1/09

File No. 200906607

EXHIBIT A

Parcel I:

The Northeast Quarter of Section 14, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Parcel II:

The East Half of the Northwest Quarter of Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho.

EXCEPT:

A part of the Northwest Quarter of Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, more particularly described as:

COMMENCING at the Northeast corner of said Section 14 (section corner) monumented with a rebar, 5/8 inches diameter; thence

South 62° 48' 15" West 4,482.39 feet to the POINT OF BEGINNING; said point bears South 63° 05' 00" East 1,480.17 feet from a found 3/8 inch pipe at the Northwest corner of the Southwest Quarter of the Northwest Quarter, Section 14 (North one-sixteenth corner); thence

North 89° 54' 30" East 295.32 feet; thence

South 0° 05' 30" East 295.00 feet; thence

South 89° 54' 30" West 295.32 feet; thence

North 0° 05' 30" West 295.00 feet to the POINT OF BEGINNING.

Parcel III:

The West Half of the Northwest Quarter of Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho.

First American Title Insurance Company

COMMITMENT

SCHEDULE B - Section I

Requirements

File No. PC200906607

The following requirements must be met:

- (a) Pay the agreed amount for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the Policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) **A copy of the Articles of Organization and the Operating Agreement satisfactory to this Company be furnished this Company for Barron Development L.L.C..**



This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

First American Title Insurance Company

COMMITMENT

SCHEDULE B - Section II

Exceptions

File No. PC 200906607

The Policy or Policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the company.

(Only an Extended Coverage Policy may eliminate exceptions 1 through 6, provided they are taken care of to our satisfaction.

Part I:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances that are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Part II

~~7.~~ General taxes for the year 2008, which are a lien, of which all are delinquent.
R30118000 0, R30119000 0 and R30120000 0
Affects Parcel I

~~8.~~ General taxes for the year 2008, which are a lien, of which all are delinquent.
R30122011 0
Affects Parcel II

~~9.~~ General taxes for the year 2007, which are a lien, of which a portion is delinquent.
R30122000 0 and R30123000 0
Affects that portion of Parcel III lying within the Southwest Quarter of the Northwest Quarter

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

First American Title Insurance Company

COMMITMENT

SCHEDULE B - Section II

Exceptions

File No. PC 200906607

~~10. General taxes for the year 2008, which are a lien, of which all are delinquent.
R30122000 0, R30123000 0 and R30122012 0
Affects Parcel III~~

~~11. General taxes for the year 2009, which are a lien, payable on or before December 20 of said year and not delinquent until after said date.~~

12. Water rights, claims or title to water.

13. No search made for assessments for water for irrigation, and the rights and powers of any water or ditch company.

14. Reservations in United States Patent or State Deeds.

15. Rights of way for irrigation and drainage ditches and canals and roads.

16. Power Line Easement as granted to IDAHO POWER COMPANY, a corporation, by instrument recorded August 17, 1962 as Instrument No. 521296, records of Canyon County, Idaho...including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system.
Affects the Northeast of the Northeast of Section 14 exact location undisclosed.

17. Power Line Easement as granted to IDAHO POWER COMPANY, a corporation, by instrument recorded June 16, 1975 as Instrument No. 752747, records of Canyon County, Idaho...including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system.
Affects East 25 feet of Southeast of the Southwest of Section 14.

18. Power Line Easement as granted to IDAHO POWER COMPANY, a corporation, by instrument recorded November 24, 1967 as Instrument No. 602349, records of Canyon County, Idaho...including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system
Affects West Half of the Southeast of the Southwest of Section 14, exact location undisclosed.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

First American Title Insurance Company

COMMITMENT

SCHEDULE B - Section II

Exceptions

File No. PC 200906607

19. Power Line Easement as granted to IDAHO POWER COMPANY, a corporation, by instrument recorded June 17, 1969 as Instrument No. 629772, records of Canyon County, Idaho...including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system.
Affects Southwest of the Southwest of the Southwest of the Southwest of the Northwest of Section 14.
20. Power Line Easement as granted to IDAHO POWER COMPANY, a corporation, by instrument recorded June 27, 1975 as Instrument No. 753480, records of Canyon County, Idaho...including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system.
Affects West 25 feet Northeast of the Northeast of Section 14.
21. Power Line Easement as granted to IDAHO POWER COMPANY, a corporation, by instrument recorded June 15, 1981 as Instrument No. 923236, records of Canyon County, Idaho...including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system.
See copy attached.
22. Easement for Road Purposes as set forth in Warranty Deed form BRYCE D. MILLAR and DONNA R. MILLAR, husband and wife to NICK R. MILLAR and DONIE M. MILLAR, husband and wife, recorded February 2, 1981 as Instrument No. 912289, recorded February 5, 1981 as Instrument No. 912607, and re-recorded February 13, 1981 as Instrument No. 913344, records of Canyon County, Idaho.
Affects the Southwest Quarter of the Northwest Quarter of Section 14.
See copy attached.
23. Easement for extension of Pump Road, recorded December 6, 1991 as Instrument No. 9124336, records of Canyon County, Id
Affects West 25 feet of Section 14.



This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

First American Title Insurance Company

COMMITMENT

SCHEDULE B - Section II

Exceptions

File No. PC 200906607

24. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded December 13 1999, as Instrument No. 9948370, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
Affects the Southwest Quarter of the Northwest Quarter of Section 14
25. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded November 23, 2004, as Instrument No. 200464342, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
26. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded October 7, 2005, as Instrument No. 200565180, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
27. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded November 14, 2005, as Instrument No. 200575672, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
28. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded March 10, 2006, as Instrument No. 200617119, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).



This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

First American Title Insurance Company

COMMITMENT

SCHEDULE B - Section II

Exceptions

File No. PC 200906607

29. Access Agreement between Southside Inc. and Lucinda Felix, recorded December 9, 2005 as Instrument No. 200582650, records of Canyon County, Idaho.
Affects the Southwest Quarter of the Northwest Quarter of Section 14

30. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded February 26, 2007 as Instrument No. 2007013831, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

31. A Mortgage to secure an indebtedness of \$3,100,000.00 as shown below, and any other obligation secured thereby.

Dated: June 2, 2006

Mortgagor: Barron Development, LLC, an Idaho Limited Liability Company

Mortgagee: Intermountain Community Bank, a Division of Panhandle State Bank-Caldwell Branch

Recorded: June 15, 2006 as Instrument No. 200647420, records of Canyon County, Idaho.

An Agreement to modify the terms and provisions of said Deed of Trust as therein provided

Executed by: Barron Development, LLC and Intermountain Community Bank

Recorded: July 9, 2007 as Instrument No. 2007047033, records of Canyon County, Idaho

An Agreement to modify the terms and provisions of said Deed of Trust as therein provided

Executed by: Barron Development, LLC and Intermountain Community Bank

Recorded: October 31, 2007 as Instrument No. 2007072695, records of Canyon County, Idaho

An Agreement to modify the terms and provisions of said Deed of Trust as therein provided

Executed by: Barron Development, LLC and Intermountain Community Bank

Recorded: July 16, 2008 as Instrument No. 2008038595, records of Canyon County, Idaho



This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

First American Title Insurance Company

COMMITMENT

SCHEDULE B - Section II

Exceptions

File No. PC 200906607

NOTE: The County Records and/or the City Engineer's Office show the address to be:

NOTE: PURSUANT TO THE STATE OF IDAHO INSURANCE REGULATIONS, A CANCELLATION FEE IS TO BE CHARGED ON ALL CANCELLED ORDERS. * UNLESS OTHERWISE ADVISED, ORDERS WILL BE CONSIDERED CANCELLED SIX MONTHS AFTER THE EFFECTIVE DATE ON THE COMMITMENT. * THE AMOUNT OF THE FEE ASSESSED SHALL BE IN ACCORDANCE WITH OUR RATE FILING WITH THE IDAHO DEPARTMENT OF INSURANCE.

The following page is a copy of the Canyon County Treasurer's records and is for your information only and not within the insuring provision of the Commitment or Policy.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Canyon County, Idaho

generated on 7/2/2009 3:36:04 PM EST

Parcel

Parcel Number	Site Address	Current Total Assessed Value
30118000 0	0 LEWIS LN NA ID, NA	\$39,350

Owner Information

Owner Name	BARRON DEVELOPMENT LLC
Mailing Address	PO BOX 691872 WEST HOLLYWOOD CA 90069
Transfer Date	06/15/2006
Document #	200647419
Deed Book/Page	

Location / Description

Tax District	209-00	Section & Plat	
Canyon County	001,	Routing #	
Parcel Address	0 LEWIS LN NA ID, NA	Legal Desc.	14-2N-3W NE W 1/2 NE & 1/2 MINERAL RIGHTS
Deeded Acreage	80.0000		

Parcel Type

Topography

Services

Property Class Code	101 - Irrigated Ag Land Vacant	Level Ground	N	Water	
Neighborhood Code	200000	High	N	Sewer	
Neighborhood Factor	.00	Low	N	Natural Gas	
Street / Road Code	A	Rolling	N	Electricity	N
		Swampy	N	Sidewalk	
				Alley	N

Assessment Information

Current Land Value	\$39,350	Residential Land	\$0	Adjustment Factor	0.00
Current Imp. Value	\$0	Residential Imp.	\$0	Average Value / Acre	\$0
Current Total Assessed Value	\$39,350	Residential Total	\$0	Appraisal Date	12/19/2008
Commercial Land	\$0	Non-Res Land	\$0	Reason For Change	01
Commercial Imp.	\$0	Non-Res Imp.	\$0	Prior Land Value	\$35,600
Commercial Total	\$0	Non-Res Total	\$0	Prior Imp. Value	\$0
Dwelling Value	\$0	Classified Land Value	\$0		
Farmland Value	\$0	Homesite Value	\$0		

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Canyon County, Idaho

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Details

PIN	AIN	Tax Roll	Tax Year	Bill Number
30118000 0	02N03W140600	Real Property	2008	2008120458
Current Owner BARRON DEVELOPMENT LLC PO BOX 691872 WEST HOLLYWOOD CA 90069		Situs 0 LEWIS LN		
Owner of Record BARRON DEVELOPMENT LLC		Legal Description 14-2N-3W NE W 1/2 NE & 1/2 MINERAL RIGHTS		
Lender		TAG 209-00		

Assessment Information

Authority	Exempt	Taxable	Rate	Gross	Credits	Net Tax	Savings
112 PEST CONTROL							
PEST CONTROL	0	35,600	0.000051292	1.82	0.00	1.82	0.00
653 AMBULANCE DISTRICT							
AMBULANCE DISTRICT	0	35,600	0.000172609	6.14	0.00	6.14	0.00
668 MOSQUITO ABATEMENT							
MOSQUITO ABATEMENT	0	35,600	0.0001479	5.26	0.00	5.26	0.00
690 NAMPA HWY DIST #1							
NAMPA HWY DIST #1	0	35,600	0.000874912	31.16	0.00	31.16	0.00
716 UPPER DEER FLAT FIRE							
UPPER DEER FLAT FIRE	0	35,600	0.000599953	21.36	0.00	21.36	0.00
762 NAMPA SCHOOL DIST #131							
NAMPA SCHOOL DIST #131-BOND	0	35,600	0.002803286	99.80	0.00	99.80	0.00
NAMPA SCHOOL DIST #131-OTHER	0	35,600	0.000593903	21.14	0.00	21.14	0.00
NAMPA SCHOOL DIST #131-SUPPL	0	35,600	0	0.00	0.00	0.00	0.00
NAMPA SCHOOL DIST #131-SUPPLEMENTAL NO TIF	0	35,600	0.000332052	11.82	0.00	11.82	0.00
775 COLLEGE OF WESTERN IDAHO							
COLLEGE OF WESTERN IDAHO	0	35,600	0.000112395	4.00	0.00	4.00	0.00
998 CANYON COUNTY							
ASSESSORS REAPPRAISAL	0	35,600	0.0001664	5.92	0.00	5.92	0.00
CHARITY	0	35,600	0.000232575	8.28	0.00	8.28	0.00
COUNTY FAIR	0	35,600	0.000040016	1.42	0.00	1.42	0.00
CURRENT EXPENSE	0	35,600	0.001309538	46.62	0.00	46.62	0.00
DISTRICT COURT	0	35,600	0.000158293	5.64	0.00	5.64	0.00
HEALTH DISTRICT	0	35,600	0.000094913	3.38	0.00	3.38	0.00
HISTORICAL SOCIETY	0	35,600	0.000016786	0.60	0.00	0.60	0.00
JUSTICE	0	35,600	0.001700461	60.54	0.00	60.54	0.00
PARKS & RECREATION	0	35,600	0.0000602	2.14	0.00	2.14	0.00
TORT	0	35,600	0.000055255	1.98	0.00	1.98	0.00

WEED CONTROL		0	35,600	0.000024065	0.86	0.00	0.86	0.00
Total Net Tax							339.88	
Installment								
Period	Due Date	Tax	Penalty/Fee	Interest	Total Due			
First	12/20/2008	\$169.94	\$3.40	\$10.22	\$183.56			
Second	6/20/2009	\$169.94	\$3.40	\$10.22	\$183.56			
PayInFull					\$367.12			
Prior Year Taxes Due								
No Records Found								

Canyon County, Idaho

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Parcel

Parcel Number	Site Address	Current Total Assessed Value
30119000 0	0 LEWIS LN NA ID, NA	\$19,420

Owner Information

Owner Name	BARRON DEVELOPMENT LLC
Mailing Address	PO BOX 691872 WEST HOLLYWOOD CA 90069
Transfer Date	06/15/2006
Document #	200647419
Deed Book/Page	

Location / Description

Tax District	209-00	Section & Plat	
Canyon County	001,	Routing #	
Parcel Address	0 LEWIS LN NA ID, NA	Legal Desc.	14-2N-3W NE NENE
Deeded Acreage	40.0000		

Parcel Type		Topography		Services	
Property Class Code	101 - Irrigated Ag Land Vacant	Level Ground	N	Water	
Neighborhood Code	200000	High	N	Sewer	
Neighborhood Factor	.00	Low	N	Natural Gas	
Street / Road Code	A	Rolling	N	Electricity	N
		Swampy	N	Sidewalk	
				Alley	N

Assessment Information

Current Land Value	\$19,420	Residential Land	\$0	Adjustment Factor	0.00
Current Imp. Value	\$0	Residential Imp.	\$0	Average Value / Acre	\$0
Current Total Assessed Value	\$19,420	Residential Total	\$0	Appraisal Date	12/19/2008
Commercial Land	\$0	Non-Res Land	\$0	Reason For Change	01
Commercial Imp.	\$0	Non-Res Imp.	\$0	Prior Land Value	\$17,600
Commercial Total	\$0	Non-Res Total	\$0	Prior Imp. Value	\$0
Dwelling Value	\$0	Classified Land Value	\$0		
Farmland Value	\$0	Homesite Value	\$0		

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Canyon County, Idaho

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Details

PIN	AIN	Tax Roll	Tax Year	Bill Number
30119000 0	02N03W140100	Real Property	2008	2008120460
Current Owner BARRON DEVELOPMENT LLC PO BOX 691872 WEST HOLLYWOOD CA 90069		Situs 0 LEWIS LN		
Owner of Record BARRON DEVELOPMENT LLC		Legal Description 14-2N-3W NE NENE		
Lender		TAG 209-00		

Assessment Information

Authority	Exempt	Taxable	Rate	Gross	Credits	Net Tax	Savings
112 PEST CONTROL							
PEST CONTROL	0	17,600	0.000051292	0.90	0.00	0.90	0.00
653 AMBULANCE DISTRICT							
AMBULANCE DISTRICT	0	17,600	0.000172609	3.04	0.00	3.04	0.00
668 MOSQUITO ABATEMENT							
MOSQUITO ABATEMENT	0	17,600	0.0001479	2.60	0.00	2.60	0.00
690 NAMPA HWY DIST #1							
NAMPA HWY DIST #1	0	17,600	0.000874912	15.40	0.00	15.40	0.00
716 UPPER DEER FLAT FIRE							
UPPER DEER FLAT FIRE	0	17,600	0.000599953	10.56	0.00	10.56	0.00
762 NAMPA SCHOOL DIST #131							
NAMPA SCHOOL DIST #131-BOND	0	17,600	0.002803286	49.34	0.00	49.34	0.00
NAMPA SCHOOL DIST #131-OTHER	0	17,600	0.000593903	10.44	0.00	10.44	0.00
NAMPA SCHOOL DIST #131-SUPPL	0	17,600	0	0.00	0.00	0.00	0.00
NAMPA SCHOOL DIST #131-SUPPLEMENTAL NO TIF	0	17,600	0.000332052	5.84	0.00	5.84	0.00
775 COLLEGE OF WESTERN IDAHO							
COLLEGE OF WESTERN IDAHO	0	17,600	0.000112395	1.98	0.00	1.98	0.00
998 CANYON COUNTY							
ASSESSORS REAPPRAISAL	0	17,600	0.0001664	2.94	0.00	2.94	0.00
CHARITY	0	17,600	0.000232575	4.08	0.00	4.08	0.00
COUNTY FAIR	0	17,600	0.000040016	0.70	0.00	0.70	0.00
CURRENT EXPENSE	0	17,600	0.001309538	23.06	0.00	23.06	0.00
DISTRICT COURT	0	17,600	0.000158293	2.78	0.00	2.78	0.00
HEALTH DISTRICT	0	17,600	0.000094913	1.68	0.00	1.68	0.00
HISTORICAL SOCIETY	0	17,600	0.000016786	0.30	0.00	0.30	0.00
JUSTICE	0	17,600	0.001700461	29.94	0.00	29.94	0.00
PARKS & RECREATION	0	17,600	0.0000602	1.06	0.00	1.06	0.00
TORT	0	17,600	0.000055255	0.96	0.00	0.96	0.00

WEED CONTROL				0	17,600	0.000024065	0.42	0.00	0.42	0.00
Total Net Tax									168.02	
Installment										
Period	Due Date	Tax	Penalty/Fee	Interest	Total Due					
First	12/20/2008	\$84.01	\$1.68	\$5.04	\$90.73					
Second	6/20/2009	\$84.01	\$1.68	\$5.04	\$90.73					
PayInFull									\$181.46	
Prior Year Taxes Due										
No Records Found										

Canyon County, Idaho

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Parcel

Parcel Number	Site Address	Current Total Assessed Value
30120000 0	0 LEWIS LN NA ID, NA	\$19,420

Owner Information

Owner Name	BARRON DEVELOPMENT LLC
Mailing Address	PO BOX 691872 WEST HOLLYWOOD CA 90069
Transfer Date	06/15/2006
Document #	200647419
Deed Book/Page	

Location / Description

Tax District	209-00	Section & Plat	
Canyon County	001,	Routing #	
Parcel Address	0 LEWIS LN NA ID, NA	Legal Desc.	14-2N-3W NE SENE & 1/2 MINERAL RIGHTS
Deeded Acreage	40.0000		

Parcel Type

Topography

Services

Property Class Code	101 - Irrigated Ag Land Vacant	Level Ground	N	Water	
Neighborhood Code	200000	High	N	Sewer	
Neighborhood Factor	.00	Low	N	Natural Gas	
Street / Road Code	A	Rolling	N	Electricity	N
		Swampy	N	Sidewalk	
				Alley	N

Assessment Information

Current Land Value	\$19,420	Residential Land	\$0	Adjustment Factor	0.00
Current Imp. Value	\$0	Residential Imp.	\$0	Average Value / Acre	\$0
Current Total Assessed Value	\$19,420	Residential Total	\$0	Appraisal Date	12/19/2008
Commercial Land	\$0	Non-Res Land	\$0	Reason For Change	01
Commercial Imp.	\$0	Non-Res Imp.	\$0	Prior Land Value	\$17,600
Commercial Total	\$0	Non-Res Total	\$0	Prior Imp. Value	\$0
Dwelling Value	\$0	Classified Land Value	\$0		
Farmland Value	\$0	Homesite Value	\$0		

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Canyon County, Idaho

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Details

PIN	AIN	Tax Roll	Tax Year	Bill Number
30120000 0	02N03W141800	Real Property	2008	2008120461
Current Owner BARRON DEVELOPMENT LLC PO BOX 691872 WEST HOLLYWOOD CA 90069		Situs 0 LEWIS LN		
Owner of Record BARRON DEVELOPMENT LLC		Legal Description 14-2N-3W NE SENE & 1/2 MINERAL RIGHTS		
Lender		TAG 209-00		

Assessment Information

Authority	Exempt	Taxable	Rate	Gross	Credits	Net Tax	Savings
112 PEST CONTROL							
PEST CONTROL	0	17,600	0.000051292	0.90	0.00	0.90	0.00
653 AMBULANCE DISTRICT							
AMBULANCE DISTRICT	0	17,600	0.000172609	3.04	0.00	3.04	0.00
668 MOSQUITO ABATEMENT							
MOSQUITO ABATEMENT	0	17,600	0.0001479	2.60	0.00	2.60	0.00
690 NAMPA HWY DIST #1							
NAMPA HWY DIST #1	0	17,600	0.000874912	15.40	0.00	15.40	0.00
716 UPPER DEER FLAT FIRE							
UPPER DEER FLAT FIRE	0	17,600	0.000599953	10.56	0.00	10.56	0.00
762 NAMPA SCHOOL DIST #131							
NAMPA SCHOOL DIST #131-BOND	0	17,600	0.002803286	49.34	0.00	49.34	0.00
NAMPA SCHOOL DIST #131-OTHER	0	17,600	0.000593903	10.44	0.00	10.44	0.00
NAMPA SCHOOL DIST #131-SUPPL	0	17,600	0	0.00	0.00	0.00	0.00
NAMPA SCHOOL DIST #131-SUPPLEMENTAL NO TIF	0	17,600	0.000332052	5.84	0.00	5.84	0.00
775 COLLEGE OF WESTERN IDAHO							
COLLEGE OF WESTERN IDAHO	0	17,600	0.000112395	1.98	0.00	1.98	0.00
998 CANYON COUNTY							
ASSESSORS REAPPRAISAL	0	17,600	0.0001664	2.94	0.00	2.94	0.00
CHARITY	0	17,600	0.000232575	4.08	0.00	4.08	0.00
COUNTY FAIR	0	17,600	0.000040016	0.70	0.00	0.70	0.00
CURRENT EXPENSE	0	17,600	0.001309538	23.06	0.00	23.06	0.00
DISTRICT COURT	0	17,600	0.000158293	2.78	0.00	2.78	0.00
HEALTH DISTRICT	0	17,600	0.000094913	1.68	0.00	1.68	0.00
HISTORICAL SOCIETY	0	17,600	0.000016786	0.30	0.00	0.30	0.00
JUSTICE	0	17,600	0.001700461	29.94	0.00	29.94	0.00
PARKS & RECREATION	0	17,600	0.0000602	1.06	0.00	1.06	0.00
TORT	0	17,600	0.000055255	0.96	0.00	0.96	0.00

WEED CONTROL		0	17,600	0.000024065	0.42	0.00	0.42	0.00
Total Net Tax								168.02
Installment								
Period	Due Date	Tax	Penalty/Fee	Interest	Total Due			
First	12/20/2008	\$84.01	\$1.68	\$5.04	\$90.73			
Second	6/20/2009	\$84.01	\$1.68	\$5.04	\$90.73			
PayInFull								\$181.46
Prior Year Taxes Due								
No Records Found								

Canyon County, Idaho

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Parcel

Parcel Number	Site Address	Current Total Assessed Value
30122011 0	0 LEWIS LN NA ID, NA	\$37,800

Owner Information

Owner Name	BARRON DEVELOPMENT LLC
Mailing Address	PO BOX 691872 WEST HOLLYWOOD CA 90069
Transfer Date	06/15/2006
Document #	200647419
Deed Book/Page	

Location / Description

Tax District	209-00	Section & Plat	
Canyon County	001,	Routing #	
Parcel Address	0 LEWIS LN NA ID, NA	Legal Desc.	14-2N-3W NW E 1/2 NW LS TX 3
Deeded Acreage	78.6400		

Parcel Type

Topography

Services

Property Class Code	101 - Irrigated Ag Land Vacant	Level Ground	N	Water	
Neighborhood Code	200000	High	N	Sewer	
Neighborhood Factor	.00	Low	N	Natural Gas	
Street / Road Code	A	Rolling	N	Electricity	N
		Swampy	N	Sidewalk	
				Alley	N

Assessment Information

Current Land Value	\$37,800	Residential Land	\$0	Adjustment Factor	0.00
Current Imp. Value	\$0	Residential Imp.	\$0	Average Value / Acre	\$0
Current Total Assessed Value	\$37,800	Residential Total	\$0	Appraisal Date	12/19/2008
Commercial Land	\$0	Non-Res Land	\$0	Reason For Change	01
Commercial Imp.	\$0	Non-Res Imp.	\$0	Prior Land Value	\$34,200
Commercial Total	\$0	Non-Res Total	\$0	Prior Imp. Value	\$0
Dwelling Value	\$0	Classified Land Value	\$0		
Farmland Value	\$0	Homesite Value	\$0		

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Details

PIN	AIN	Tax Roll	Tax Year	Bill Number
30122011 0	02N03W142430	Real Property	2008	2008120491
Current Owner BARRON DEVELOPMENT LLC PO BOX 691872 WEST HOLLYWOOD CA 90069		Situs 0 LEWIS LN		
Owner of Record BARRON DEVELOPMENT LLC		Legal Description 14-2N-3W NW E 1/2 NW LS TX 3		
Lender		TAG 209-00		

Assessment Information

Authority	Exempt	Taxable	Rate	Gross	Credits	Net Tax	Savings
112 PEST CONTROL							
PEST CONTROL	0	34,200	0.000051292	1.76	0.00	1.76	0.00
653 AMBULANCE DISTRICT							
AMBULANCE DISTRICT	0	34,200	0.000172609	5.90	0.00	5.90	0.00
668 MOSQUITO ABATEMENT							
MOSQUITO ABATEMENT	0	34,200	0.0001479	5.06	0.00	5.06	0.00
690 NAMPA HWY DIST #1							
NAMPA HWY DIST #1	0	34,200	0.000874912	29.92	0.00	29.92	0.00
716 UPPER DEER FLAT FIRE							
UPPER DEER FLAT FIRE	0	34,200	0.000599953	20.52	0.00	20.52	0.00
762 NAMPA SCHOOL DIST #131							
NAMPA SCHOOL DIST #131-BOND	0	34,200	0.002803286	95.88	0.00	95.88	0.00
NAMPA SCHOOL DIST #131-OTHER	0	34,200	0.000593903	20.30	0.00	20.30	0.00
NAMPA SCHOOL DIST #131-SUPPL	0	34,200	0	0.00	0.00	0.00	0.00
NAMPA SCHOOL DIST #131-SUPPLEMENTAL NO TIF	0	34,200	0.000332052	11.36	0.00	11.36	0.00
775 COLLEGE OF WESTERN IDAHO							
COLLEGE OF WESTERN IDAHO	0	34,200	0.000112395	3.84	0.00	3.84	0.00
998 CANYON COUNTY							
ASSESSORS REAPPRAISAL	0	34,200	0.0001664	5.70	0.00	5.70	0.00
CHARITY	0	34,200	0.000232575	7.94	0.00	7.94	0.00
COUNTY FAIR	0	34,200	0.000040016	1.36	0.00	1.36	0.00
CURRENT EXPENSE	0	34,200	0.001309538	44.80	0.00	44.80	0.00
DISTRICT COURT	0	34,200	0.000158293	5.40	0.00	5.40	0.00
HEALTH DISTRICT	0	34,200	0.000094913	3.26	0.00	3.26	0.00
HISTORICAL SOCIETY	0	34,200	0.000016786	0.58	0.00	0.58	0.00
JUSTICE	0	34,200	0.001700461	58.16	0.00	58.16	0.00
PARKS & RECREATION	0	34,200	0.0000602	2.06	0.00	2.06	0.00
TORT	0	34,200	0.000055255	1.88	0.00	1.88	0.00

WEED CONTROL		0	34,200	0.000024065	0.82	0.00	0.82	0.00
Total Net Tax							326.50	
Installment								
Period	Due Date	Tax	Penalty/Fee	Interest	Total Due			
First	12/20/2008	\$163.25	\$3.27	\$9.82	\$176.34			
Second	6/20/2009	\$163.25	\$3.27	\$9.82	\$176.34			
PayInFull							\$352.68	
Prior Year Taxes Due								
No Records Found								

Canyon County, Idaho

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Parcel

Parcel Number	Site Address	Current Total Assessed Value
30122000 0	0 LEWIS LN NA ID, NA	\$393,700

Owner Information

Owner Name	BARRON DEVELOPMENT LLC
Mailing Address	PO BOX 691872 WEST HOLLYWOOD CA 90069
Transfer Date	06/15/2006
Document #	200647419
Deed Book/Page	

Location / Description

Tax District	209-00	Section & Plat	
Canyon County	001,	Routing #	
Parcel Address	0 LEWIS LN NA ID, NA	Legal Desc.	14-2N-3W NW SWNW LS TX 1
Deeded Acreage	39.3700		

Parcel Type		Topography		Services	
Property Class Code	518 - Other land non-ag	Level Ground	N	Water	
Neighborhood Code	300000	High	N	Sewer	
Neighborhood Factor	.00	Low	N	Natural Gas	
Street / Road Code	A	Rolling	N	Electricity	N
		Swampy	N	Sidewalk	
				Alley	N

Assessment Information

Current Land Value	\$393,700	Residential Land	\$0	Adjustment Factor	0.00
Current Imp. Value	\$0	Residential Imp.	\$0	Average Value / Acre	\$0
Current Total Assessed Value	\$393,700	Residential Total	\$0	Appraisal Date	12/19/2008
Commercial Land	\$393,700	Non-Res Land	\$0	Reason For Change	01
Commercial Imp.	\$0	Non-Res Imp.	\$0	Prior Land Value	\$247,730
Commercial Total	\$393,700	Non-Res Total	\$0	Prior Imp. Value	\$38,100
Dwelling Value	\$0	Classified Land Value	\$0		
Farmland Value	\$0	Homesite Value	\$0		

III

Canyon County, Idaho

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Details

PIN	AIN	Tax Roll	Tax Year	Bill Number
30122000 0	02N03W142400	Real Property	2008	2008120490
Current Owner BARRON DEVELOPMENT LLC PO BOX 691872 WEST HOLLYWOOD CA 90069		Situs 0 LEWIS LN		
Owner of Record BARRON DEVELOPMENT LLC		Legal Description 14-2N-3W NW SWNW LS TX 1		
Lender		TAG 209-00		

Assessment Information

Authority	Exempt	Taxable	Rate	Gross	Credits	Net Tax	Savings
112 PEST CONTROL							
PEST CONTROL	0	285,830	0.000051292	14.66	0.00	14.66	0.00
653 AMBULANCE DISTRICT							
AMBULANCE DISTRICT	0	285,830	0.000172609	49.34	0.00	49.34	0.00
668 MOSQUITO ABATEMENT							
MOSQUITO ABATEMENT	0	285,830	0.0001479	42.28	0.00	42.28	0.00
690 NAMPA HWY DIST #1							
NAMPA HWY DIST #1	0	285,830	0.000874912	250.08	0.00	250.08	0.00
716 UPPER DEER FLAT FIRE							
UPPER DEER FLAT FIRE	0	285,830	0.000599953	171.48	0.00	171.48	0.00
762 NAMPA SCHOOL DIST #131							
NAMPA SCHOOL DIST #131-BOND	0	285,830	0.002803286	801.26	0.00	801.26	0.00
NAMPA SCHOOL DIST #131-OTHER	0	285,830	0.000593903	169.76	0.00	169.76	0.00
NAMPA SCHOOL DIST #131-SUPPL	0	285,830	0	0.00	0.00	0.00	0.00
NAMPA SCHOOL DIST #131-SUPPLEMENTAL NO TIF	0	285,830	0.000332052	94.90	0.00	94.90	0.00
775 COLLEGE OF WESTERN IDAHO							
COLLEGE OF WESTERN IDAHO	0	285,830	0.000112395	32.14	0.00	32.14	0.00
998 CANYON COUNTY							
ASSESSORS REAPPRAISAL	0	285,830	0.0001664	47.56	0.00	47.56	0.00
CHARITY	0	285,830	0.000232575	66.48	0.00	66.48	0.00
COUNTY FAIR	0	285,830	0.000040016	11.44	0.00	11.44	0.00
CURRENT EXPENSE	0	285,830	0.001309538	374.32	0.00	374.32	0.00
DISTRICT COURT	0	285,830	0.000158293	45.24	0.00	45.24	0.00
HEALTH DISTRICT	0	285,830	0.000094913	27.12	0.00	27.12	0.00
HISTORICAL SOCIETY	0	285,830	0.000016786	4.80	0.00	4.80	0.00
JUSTICE	0	285,830	0.001700461	486.04	0.00	486.04	0.00
PARKS & RECREATION	0	285,830	0.0000602	17.22	0.00	17.22	0.00
TORT	0	285,830	0.000055255	15.78	0.00	15.78	0.00
WEED CONTROL	0	285,830	0.000024065	6.88	0.00	6.88	0.00

					Total Net Tax 2,728.78
Installment					
Period	Due Date	Tax	Penalty/Fee	Interest	Total Due
First	12/20/2008	\$1,364.39	\$27.27	\$82.07	\$1,473.73
Second	6/20/2009	\$1,364.39	\$27.27	\$82.07	\$1,473.73
PayInFull					\$2,947.46
delq.Heading					
delq.taxyear	delq.Tax	delq.Penalty	delq.Interest	delq.Amount	
2007	\$1.71	\$0.03	\$0.28	\$2.02	
delq.total				\$2.02	

Canyon County, Idaho

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Parcel

Parcel Number	Site Address	Current Total Assessed Value
30123000 0	13727 LEWIS LN NA ID, NA	\$80,000

Owner Information

Owner Name	BARRON DEVELOPMENT LLC
Mailing Address	PO BOX 691872 WEST HOLLYWOOD CA 90069
Transfer Date	06/15/2006
Document #	200647419
Deed Book/Page	

Location / Description

Tax District	209-00	Section & Plat	
Canyon County	001,	Routing #	
Parcel Address	13727 LEWIS LN NA ID, NA	Legal Desc.	14-2N-3W NW TX 1 IN NW 1/4
Deeded Acreage	.9400		

Parcel Type		Topography		Services	
Property Class Code	512 - Rural residential tracts	Level Ground	N	Water	
Neighborhood Code	300000	High	N	Sewer	
Neighborhood Factor	.00	Low	N	Natural Gas	
Street / Road Code	A	Rolling	N	Electricity	N
		Swampy	N	Sidewalk	
				Alley	N

Assessment Information

Current Land Value	\$80,000	Residential Land	\$0	Adjustment Factor	0.00
Current Imp. Value	\$0	Residential Imp.	\$0	Average Value / Acre	\$0
Current Total Assessed Value	\$80,000	Residential Total	\$0	Appraisal Date	12/19/2008
Commercial Land	\$0	Non-Res Land	\$0	Reason For Change	01
Commercial Imp.	\$0	Non-Res Imp.	\$0	Prior Land Value	\$40,500
Commercial Total	\$0	Non-Res Total	\$0	Prior Imp. Value	\$70,900
Dwelling Value	\$0	Classified Land Value	\$0		
Farmland Value	\$0	Homesite Value	\$0		

III

Canyon County, Idaho

generated on 7/2/2009 3:37:55 PM EST

Last Update: 07/01/2009

Details

PIN	AIN	Tax Roll	Tax Year	Bill Number
30123000 0	02N03W143800	Real Property	2008	2008120492
Current Owner BARRON DEVELOPMENT LLC PO BOX 691872 WEST HOLLYWOOD CA 90069		Situs 13727 LEWIS LN		
Owner of Record BARRON DEVELOPMENT LLC		Legal Description 14-2N-3W NW TX 1 IN NW 1/4		
Lender		TAG 209-00		

Assessment Information

Authority	Exempt	Taxable	Rate	Gross	Credits	Net Tax	Savings
112 PEST CONTROL							
PEST CONTROL	0	111,400	0.000051292	5.72	0.00	5.72	0.00
653 AMBULANCE DISTRICT							
AMBULANCE DISTRICT	0	111,400	0.000172609	19.24	0.00	19.24	0.00
668 MOSQUITO ABATEMENT							
MOSQUITO ABATEMENT	0	111,400	0.0001479	16.48	0.00	16.48	0.00
690 NAMPA HWY DIST #1							
NAMPA HWY DIST #1	0	111,400	0.000874912	97.46	0.00	97.46	0.00
716 UPPER DEER FLAT FIRE							
UPPER DEER FLAT FIRE	0	111,400	0.000599953	66.82	0.00	66.82	0.00
762 NAMPA SCHOOL DIST #131							
NAMPA SCHOOL DIST #131-BOND	0	111,400	0.002803286	312.30	0.00	312.30	0.00
NAMPA SCHOOL DIST #131-OTHER	0	111,400	0.000593903	66.16	0.00	66.16	0.00
NAMPA SCHOOL DIST #131-SUPPL	0	111,400	0	0.00	0.00	0.00	0.00
NAMPA SCHOOL DIST #131-SUPPLEMENTAL NO TIF	0	111,400	0.000332052	36.98	0.00	36.98	0.00
775 COLLEGE OF WESTERN IDAHO							
COLLEGE OF WESTERN IDAHO	0	111,400	0.000112395	12.52	0.00	12.52	0.00
998 CANYON COUNTY							
ASSESSORS REAPPRAISAL	0	111,400	0.0001664	18.54	0.00	18.54	0.00
CHARITY	0	111,400	0.000232575	25.90	0.00	25.90	0.00
COUNTY FAIR	0	111,400	0.000040016	4.46	0.00	4.46	0.00
CURRENT EXPENSE	0	111,400	0.001309538	145.88	0.00	145.88	0.00
DISTRICT COURT	0	111,400	0.000158293	17.64	0.00	17.64	0.00
HEALTH DISTRICT	0	111,400	0.000094913	10.56	0.00	10.56	0.00
HISTORICAL SOCIETY	0	111,400	0.000016786	1.86	0.00	1.86	0.00
JUSTICE	0	111,400	0.001700461	189.44	0.00	189.44	0.00
PARKS & RECREATION	0	111,400	0.0000602	6.72	0.00	6.72	0.00
TORT	0	111,400	0.000055255	6.16	0.00	6.16	0.00
WEED CONTROL	0	111,400	0.000024065	2.68	0.00	2.68	0.00

					Total Net Tax 1,063.52
Installment					
Period	Due Date	Tax	Penalty/Fee	Interest	Total Due
First	12/20/2008	\$531.76	\$10.64	\$32.00	\$574.40
Second	6/20/2009	\$531.76	\$10.64	\$32.00	\$574.40
PayInFull					\$1,148.80
delq.Heading					
delq.taxyear	delq.Tax	delq.Penalty	delq.Interest	delq.Amount	
2007	\$0.68	\$0.00	\$0.09	\$0.77	
delq.total				\$0.77	

Canyon County, Idaho

generated on 7/3/2009 2:48:28 PM EST

Parcel

Parcel Number	Site Address	Current Total Assessed Value
30122012 0	0 LEWIS LN NA ID, NA	\$28,290

Owner Information

Owner Name	BARRON DEVELOPMENT LLC
Mailing Address	1605 S KIMBALL AVE STE 101 CALDWELL ID 83605
Transfer Date	
Document #	
Deed Book/Page	

Location / Description

Tax District	209-00	Section & Plat	
Canyon County	001,	Routing #	
Parcel Address	0 LEWIS LN NA ID, NA	Legal Desc.	14-2N-3W NW NWNW
Deeded Acreage	40.3300		

Parcel Type	Topography	Services
Property Class Code 101 - Irrigated Ag Land Vacant	Level Ground N	Water
Neighborhood Code 200000	High N	Sewer
Neighborhood Factor .00	Low N	Natural Gas
Street / Road Code A	Rolling N	Electricity N
	Swampy N	Sidewalk
		Alley N

Assessment Information

Current Land Value	\$28,290	Residential Land	\$0	Adjustment Factor	0.00
Current Imp. Value	\$0	Residential Imp.	\$0	Average Value / Acre	\$0
Current Total Assessed Value	\$28,290	Residential Total	\$0	Appraisal Date	12/19/2008
Commercial Land	\$0	Non-Res Land	\$0	Reason For Change	01
Commercial Imp.	\$0	Non-Res Imp.	\$0	Prior Land Value	\$31,100
Commercial Total	\$0	Non-Res Total	\$0	Prior Imp. Value	\$0
Dwelling Value	\$0	Classified Land Value	\$0		
Farmland Value	\$0	Homesite Value	\$0		

III

Canyon County, Idaho

generated on 7/3/2009 2:48:39 PM EST

Last Update: 07/02/2009

Details

PIN	AIN	Tax Roll	Tax Year	Bill Number
30122012 0	02N03W143005	Real Property	2008	2008120520
Current Owner BARRON DEVELOPMENT LLC 1605 S KIMBALL AVE STE CALDWELL ID 83605		Situs 0 LEWIS LN		
Owner of Record BARRON DEVELOPMENT LLC		Legal Description 14-2N-3W NW NWNW		
Lender		TAG 209-00		

Assessment Information

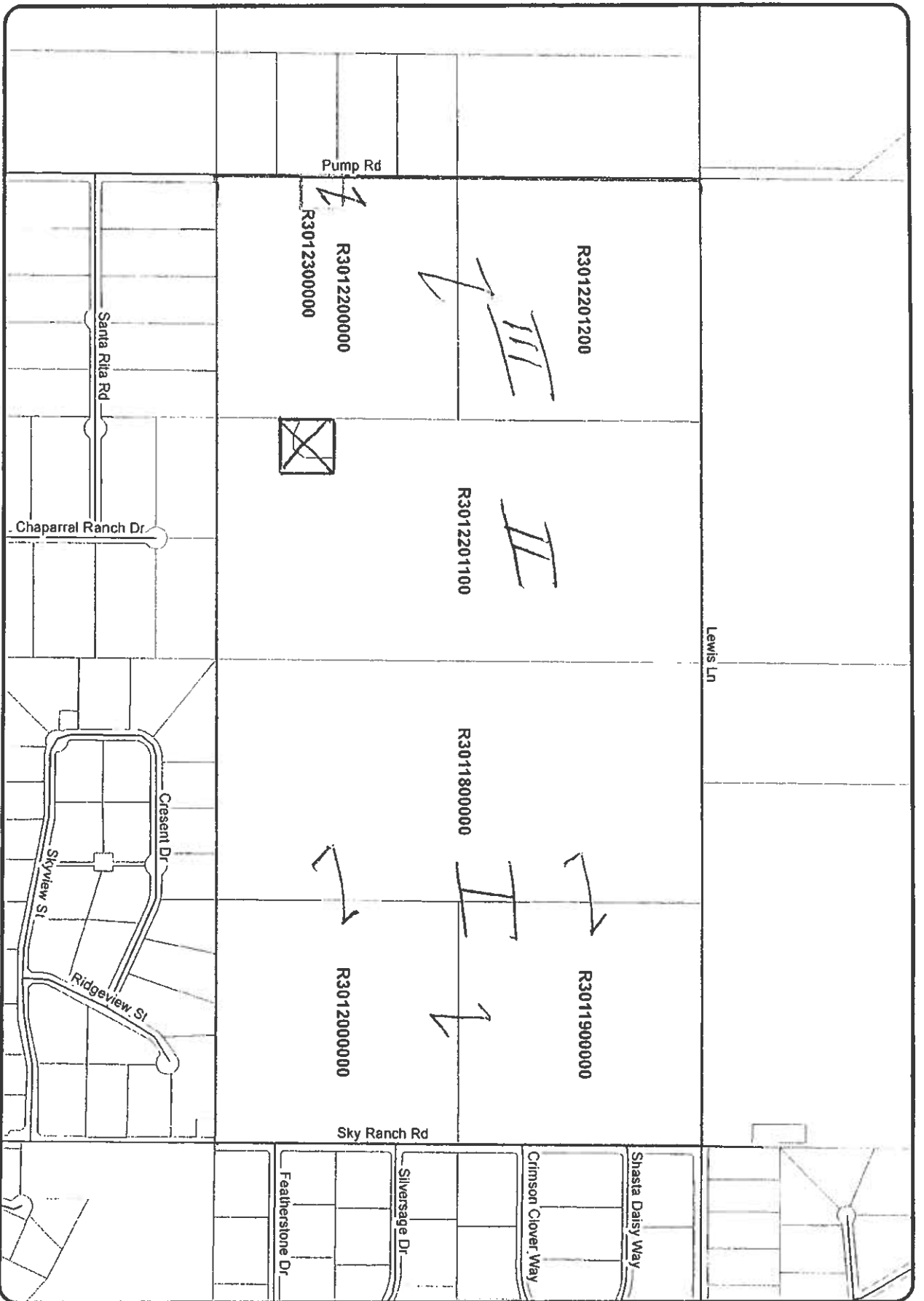
Authority	Exempt	Taxable	Rate	Gross	Credits	Net Tax	Savings
112 PEST CONTROL							
PEST CONTROL	0	31,100	0.000051292	1.60	0.00	1.60	0.00
653 AMBULANCE DISTRICT							
AMBULANCE DISTRICT	0	31,100	0.000172609	5.38	0.00	5.38	0.00
668 MOSQUITO ABATEMENT							
MOSQUITO ABATEMENT	0	31,100	0.0001479	4.60	0.00	4.60	0.00
690 NAMPA HWY DIST #1							
NAMPA HWY DIST #1	0	31,100	0.000874912	27.22	0.00	27.22	0.00
716 UPPER DEER FLAT FIRE							
UPPER DEER FLAT FIRE	0	31,100	0.000599953	18.66	0.00	18.66	0.00
762 NAMPA SCHOOL DIST #131							
NAMPA SCHOOL DIST #131-BOND	0	31,100	0.002803286	87.18	0.00	87.18	0.00
NAMPA SCHOOL DIST #131-OTHER	0	31,100	0.000593903	18.46	0.00	18.46	0.00
NAMPA SCHOOL DIST #131-SUPPL	0	31,100	0	0.00	0.00	0.00	0.00
NAMPA SCHOOL DIST #131-SUPPLEMENTAL NO TIF	0	31,100	0.000332052	10.34	0.00	10.34	0.00
775 COLLEGE OF WESTERN IDAHO							
COLLEGE OF WESTERN IDAHO	0	31,100	0.000112395	3.50	0.00	3.50	0.00
998 CANYON COUNTY							
ASSESSORS REAPPRAISAL	0	31,100	0.0001664	5.18	0.00	5.18	0.00
CHARITY	0	31,100	0.000232575	7.24	0.00	7.24	0.00
COUNTY FAIR	0	31,100	0.000040016	1.24	0.00	1.24	0.00
CURRENT EXPENSE	0	31,100	0.001309538	40.72	0.00	40.72	0.00
DISTRICT COURT	0	31,100	0.000158293	4.92	0.00	4.92	0.00
HEALTH DISTRICT	0	31,100	0.000094913	2.96	0.00	2.96	0.00
HISTORICAL SOCIETY	0	31,100	0.000016786	0.52	0.00	0.52	0.00
JUSTICE	0	31,100	0.001700461	52.88	0.00	52.88	0.00
PARKS & RECREATION	0	31,100	0.0000602	1.86	0.00	1.86	0.00
TORT	0	31,100	0.000055255	1.72	0.00	1.72	0.00
WEED CONTROL	0	31,100	0.000024065	0.74	0.00	0.74	0.00
Total Net Tax						296.92	

Installment

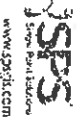
Period	Due Date	Tax	Penalty/Fee	Interest	Total Due
First	12/20/2008	\$148.46	\$2.98	\$8.99	\$160.43
Second	6/20/2009	\$148.46	\$2.98	\$8.99	\$160.43
				PayInFull	\$320.86

Prior Year Taxes Due

No Records Found



This map and data displayed is a graphic representation derived from the Canyon 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. Canyon County and Single Point Solutions, Inc. are not liable for errors or omissions resulting from the use of this product for any purpose.



Pioneer Title Co.

RECORD OF SURVEY

5

CM Stanglin

200

0 CALCULATED POINT - NOTHING SEEN
(442238) RECORD DATA-PER R.O.S. INST. NO. 804

**SURVEY THE LINE
EQUIPMENT LINE**

REFERENCE SURVEYS

CHANNING, RAYMOND STEPHENSON Nov 20, page 66
SET RAYMOND ESTATES Book 23, page 42
RECORD OF SURVEY INSTRUMENT NO. 99-0485
RECORD OF SURVEY INSTRUMENT NO. 99-0470
RECORD OF SURVEY INSTRUMENT NO. 99-0470
RECORD OF SURVEY INSTRUMENT NO. 2001-1422
RECORD OF SURVEY INSTRUMENT NO. 2001-1422
RECORD OF SURVEY INSTRUMENT NO. 2001-1422
RECORD OF SURVEY INSTRUMENT NO. 2001-1422
RECORD OF SURVEY INSTRUMENT NO. 2005-5872
RECORD OF SURVEY INSTRUMENT NO. 2005-5872

REFERENCE DESIRS

MEMORANDUM OF OPTION CONTRACT INSTRUMENT NO. 2002L0678
WARRANTY DEED INSTRUMENT NO. 2002L0678
CORRECTION QUILTAW DEED INSTRUMENT NO. 2002E0849
INSTRUMENT NO. 2002L44225
COUNTY DEED INSTRUMENT NO. 9407348

CERTIFICATE OF SURVEYOR

1. FIRST COUNSEL, DO HERBERT CERNY THAT I AM A RECENT PROFESSIONAL LAND SURVEYOR IN THE STATE OF OHIO, AND THIS MAP REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUNDS UNDER MY DIRECT SUPERVISION AND COMPLETES WITH ACCURATE STANDARDS OF SURVEYING. I FURTHER CERNY THAT I HAVE COMPLETED WITH TITLE 55, CHAPTER 16, OHIO CODE.



FOR: SALLIE PALERIA
N-ORTON ENGINEERING COMPANY

524 CLEVELAND BLVD, SUITE 22,
CLEVELAND, OHIO 44105-4080

442-5053

SURVEY INDEX NO. 234-14-01-00-000

CITIZENSHIP

NOT OFFICIAL
IN RECORDED'S
OFFICE
SEE ORIGINAL

