

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

AUG 24 2015

Notice of Change in Water Right Ownership

WATER RESOURCES
WESTERN REGION

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
65 - 3232	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65 - 3235	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Tim Mussell and Carol Mussell, husband and wife
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): SMP Boise, LLC ✓ Sig Pugrud ✓
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- Po Box 170 Winnett MT 59087
Mailing address City State ZIP
- 406 - 850 - 8107 sig@mcn.net
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☒ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: July 8, 2014
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 65-3232

8. Signature: Sig Pugrud Pres, SMP Boise, LLC 8-14-15
Signature of new owner/claimant Title, if applicable Date
- Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 8/24/15 Receipt No. W043431 Receipt Amt. \$150⁰⁰

Active in the Water Supply Bank? Yes ☐ No ☒ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☒

Name on W-9 [Signature] Approved by [Signature] Processed by [Signature] Date 9/2/15

Instrument # 386287

VALLEY COUNTY, CASCADE, IDAHO
07-31-2014 11:07:44 No. of Pages: 3
Recorded for: PIONEER LENDER TRUSTEE SERVICES
DOUGLAS A. MILLER Fee: \$16.00
Ex-Officio Recorder Deputy: JLP
Electronically Recorded by Simplifile

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

SIGRID MARIE PUGRUD
C/O DAVISON, COPPLE, COPPLE & COPPLE
PO BOX 1583
BOISE, ID 83701

Instrument # 244651

IDAHO CITY, BOISE COUNTY, IDAHO
09-05-2014 16:12:33 PM No. of Pages: 3
Recorded for: PIONEER LENDER TRUSTEE SERVICE
MARY T. PRISCO Fee: \$16.00
Ex-Officio Recorder Deputy shirley george
Index to: DEEDS
Electronically Recorded by Simplifile

Trustee's Sale No: ID-COP-13002673**TRUSTEE'S DEED**

Pioneer Title Company of Ada County, dba Pioneer Lender Trustee Services, as Successor Trustee under the Deed of or Transfer in Trust hereinafter particularly described, does hereby Bargain, Sell and Convey, without warranty, to SMP BOISE, LLC, (herein called Grantee), whose address is PO BOX 1583, BOISE, ID 83701, all of the real property situate in the County of BOISE, State of Idaho, described as follows:

ATTACHED HERETO AS EXHIBIT 'A' AND INCORPORATED HEREIN AS THOUGH FULLY SET FORTH.

This conveyance is made pursuant to the powers conferred upon Trustee by the Deed of Trust between RIVER RIDGE PARTNERS, LLC, as Grantor(s), to PIONEER TITLE COMPANY OF ADA COUNTY, as Trustee, in favor of SIGRID MARIE PUGRUD, as Beneficiary, dated 8/11/2008, recorded 8/20/2008, under Instrument No. 220236, Mortgage records of BOISE County, IDAHO, and after the fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance as follows:

- (a) Default occurred in the obligations for which said Deed of Trust was given as security and the beneficiary made demand upon the said Trustee to sell said property pursuant to the terms of said Deed of Trust. Notice of Default was recorded as Instrument No. 242615, BOISE County, Idaho Mortgage Records and in the office of the Recorder of each other county in which the property described in said Deed of Trust, or any part thereof is situated, the nature of such default being as set forth in said Notice of Default. Such default still existed at the time of sale.
- (b) After recordation of said Notice of Default, Trustee gave notice of the time and place of the sale of said property by registered or certified mail, by personal service upon the occupants of said real property, by posting in a conspicuous place on said premises and by publishing in a newspaper of general circulation in each of the counties in which the property is situated as more fully appears in affidavits recorded at least 20 days prior to date of sale as Instrument No. 243362, Instrument No. 243363, and Instrument No. 243364, BOISE County, Idaho Mortgage Records.
- (c) The provisions, recitals and contents of the Notice of Default referred to in paragraph (a) supra and of the Affidavits referred to in paragraph (b) supra shall be and they are hereby incorporated herein and made an integral part hereof for all purposes as though set forth herein at length.
- (d) All requirements of law regarding the mailing, personal service, posting, publication and recording of Notice of Default, and Notice of Sale, and of all other notices have been complied with.
- (e) Not less than 120 days elapsed between the giving of Notice of Sale by registered or certified mail and the sale of said property.

(f) Trustee, on July 8, 2014, at 02:00 PM, at ON THE FRONT STEPS OF THE BOISE COUNTY COURTHOUSE ANNEX, 383 HIGHWAY 55, HORSESHOE BEND, ID, at public auction, in one parcel, struck off to Grantee, being the highest bidder therefor, the property herein described, for the \$1,206,998.94, subject however to all prior liens and encumbrances. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, advances and costs.

DATED: 7/30/2014.

Trustee Services

Pioneer Title Company of Ada County, dba Pioneer Lender

Trustee

By

Deborah Duncan, Assistant Secretary

STATE OF Idaho

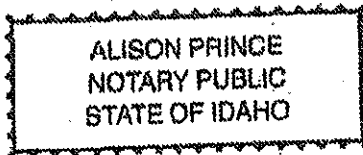
)

) ss.

COUNTY OF Ada

)

On 7/30/2014, before me a Notary Public in and for said State, personally appeared Deborah Duncan, known and identified to me to be the Assistant Secretary of the corporation who executed this instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



NOTARY PUBLIC in and for the State of Idaho
residing at: Boise, ID
My commission expires: 08/04/2015

EXHIBIT A

A parcel of land located in the East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section 34, Township 10 North, Range 4 East, Boise Meridian, Boise County, Idaho, more particularly described as follows:

Beginning at an aluminum cap marking the West Quarter section corner of said Section 34, Township 10 North, Range 4 East, Boise Meridian; thence South 89°23'57" East, 2632.72 feet along the center quarter section line to a brass cap marking the center quarter section corner of said Section 34; thence along a random line South 21°50'05" East, 260.24 feet to an iron pin in the Middle Fork County Road centerline also being the REAL POINT OF BEGINNING; thence along said centerline South 00°37'42" East, 114.38 feet to an iron pin; thence along a curve to the left having a radius of 481.01 feet, a central angle of 14°43'48" an arc length of 123.66 feet and a chord which bears South 07°59'36" East, 123.32 feet to an iron pin; thence South 15°21'30" East, 158.44 feet to an iron pin; thence South 12°18'31" East, 218.39 feet to an iron pin; thence South 21°29'51" East, 140.75 feet to an iron pin; thence along a curve to the right having a radius of 1,330.00 feet, a central angle of 10°51'44", an arc length of 252.14 feet and a chord which bears South 16°03'59" East, 251.77 feet to an iron pin; thence South 10°38'07" East, 270.79 feet to an iron pin; thence along a curve to the right having a radius of 150.00 feet, a central angle of 92°22'55", an arc length of 241.86 feet and a chord which bears South 35°33'21" West, 216.49 feet to an iron pin; thence South 81°44'48" West, 409.16 feet to an iron pin at the intersection of the centerlines of the Middle Fork County Road and the Warm Springs Creek Road; thence leaving said County Road centerline and running along the Warm Springs Creek Road centerline North 85°20'58" West, 201.44 feet to an iron pin; thence North 79°48'39" West, 81.89 feet to an iron pin; thence along a curve to the left having a radius of 768.00 feet, a central angle of 16°28'08", an arc length of 220.75 feet, and a chord which bears North 88°02'43" West, 219.99 feet to an iron pin; thence South 83°43'13" West, 92.52 feet to an iron pin with aluminum cap; thence leaving the Warm Springs Creek Road centerline North 07°59'39" East, 155.54 feet to an iron pin; thence North 34°39'10" West, 348.98 feet to an iron pin; thence North 72°14'48" West, 90.15 feet to an iron pin; thence North 30°40'21" West 165.53 feet to an iron pin; thence North 63°56'42" East 54.22 feet to an iron pin; thence North 53°43'07" East, 93.30 feet to an iron pin; thence North 48°21'31" East, 91.37 feet to an iron pin; thence along a curve to the left having a radius of 133.71 feet, a central angle of 55°07'30", an arc length of 128.64 feet and a chord which bears North 20°47'45" East, 123.74 feet to an iron pin; thence North 06°45'59" West, 77.85 feet to an iron pin; thence along a curve to the right having a radius of 141.84 feet, a central angle of 38°57'24", an arc length of 96.44 feet and a chord which bears North 12°42'42" East, 94.60 feet to an iron pin; thence Trustee's Sale Guarantee North 32°11'24" East, 64.17 feet to an iron pin; thence along a curve to the left having a radius of 214.14 feet, a central angle of 45°14'25", an arc length of 169.14 feet and a chord which bears North 09°33'42" East, 164.78 feet to an iron pin; thence North 13°04'01" West, 66.54 feet to an iron pin; thence North 19°59'01" West, 149.74 feet to an iron pin with aluminum cap; thence South 89°23'57" East, 949.90 feet to the REAL POINT OF BEGINNING.

BORROWER COOPERATION AGREEMENT

BY AND BETWEEN

**SMP BOISE, LLC,
an Idaho limited liability company,
as Lender**

AND

**RIVER RIDGE PARTNERS, LLC,
an Idaho limited liability company,
as Borrower**

DATED: July 8, 2014

BORROWER COOPERATION AGREEMENT

THIS BORROWER COOPERATION AGREEMENT (hereinafter referred to as "Agreement") is made and entered into as of the 8th day of July, 2014, by and between SMP BOISE, LLC, whose address is P.O. Box 1583, Boise, Idaho 83701, (hereinafter referred to as "Lender") and RIVER RIDGE PARTNERS, LLC, an Idaho limited liability company, (hereinafter referred to as "Borrower").

WITNESSETH:

WHEREAS, Lender and Borrower are contemporaneously herewith entering into a foreclosure transaction whereby the real property of Borrower as described in Exhibit "A" attached hereto and incorporated herein by reference is being transferred and conveyed to Lender at foreclosure; and

WHEREAS, as material consideration for the foreclosure transaction and the reduction of the debt owed by Borrower to Lender, Borrower has agreed to cooperate with Lender in providing for the orderly transfer of ownership and management of the foregoing real property to Lender; and

WHEREAS, Lender would not be entering into the foreclosure transaction but for the fact that Borrower is willing to cooperate with Lender after the transfer to ensure that Lender is able to acquire all rights to the foregoing real property and to obtain all information and facts pertaining to it in order to allow it to market and sell the foregoing real property or continue to own it for a period of time until its ultimate disposition.

NOW THEREFORE, in consideration of the parties hereto entering into the foregoing described foreclosure transaction and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, it is hereby agreed as follows:

1. Cooperation.

1.1 Borrower hereby agrees with Lender that it shall answer any and all reasonable inquiries to the fullest extent of their ability regarding the foregoing real property and its management, including but not limited to its traits, qualities, water rights, tenant relations, and development rights pertaining thereto. Such inquiries may include but not be limited to past agricultural practices, facts regarding tenant leases pertaining to the real property, pending development applications, proposed development applications, and any other reasonable information concerning the real property. Borrower shall not be paid any compensation for such services.

1.2 Borrower shall assist Lender in ensuring that all legal entitlements, subdivision plats, preliminary subdivision approvals and other development rights associated with the real property being conveyed to Lender and known generally as the lots in Middle Fork Terrace shall be maintained in good standing and if lapsed, then reinstated. Borrower shall take all

additional future actions to maintain, perfect and obtain sufficient and necessary legal entitlements to the foregoing real property, including executing any pending preliminary or final plats or renewals thereof. All out-of-pocket expenses incurred with regard thereto shall be paid by Lender, but Borrower shall receive no compensation for their personal services.

2. Default. If Lender contends that Borrower is in breach of the terms of this Agreement by failing to cooperate with Lender as herein set forth, and Borrower fails to comply with the terms of such demand within fifteen (15) days of the mailing of a notice of default to Borrower, then and in such event Lender shall have the right to enforce the terms of this Agreement in accordance with the terms of Idaho law, including but not limited to the entry of a mandatory injunction and orders compelling Borrower's cooperation and turnover of documents and information.

3. Documentation. To the extent that Borrower may have documents, records, files, and other writings that pertain to the prior use, occupation, leasing and possible development of the real property, Borrower agrees to provide such documentation to Lender within forty-eight (48) hours upon Lender's request in order to allow Lender the ability to properly manage the property and market the real property to third parties. Such documentation will include, but not be limited to the following:

a. All work product from any consultant used or retained by Borrower, including but not limited to all work product of surveyors, engineers, architects, land use consultants and other experts, including but not limited to sanitarian, soils geologists/engineers, wetland biologists, etc..

b. Copies of all approved entitlement documents, including all conditions of approval, contact information for local agency personnel, as well as all information regarding preliminary approval and final approvals with regard to plats and development rights.

c. Copies of all official assignments of all land use entitlements, including acknowledgement by the agency that the assignment is effective.

d. Copies of all contracts signed or prepared with consultants, agencies, or private-utility companies, including the listing of all of the projects which may be applicable to such projects, and including the assignment of such contracts and an assignment of any and all deposits that may be on file.

e. Copies of all permits that may have been issued by any governmental entity, including construction permits, utility extension permits, DEQ NPDES permits and all others.

f. Copies of all approval letters, letters of correction if approval is not in hand from public agencies or utility purveyors.

g. All construction plans, whether approved or not, including the last revisions thereto.

h. List of any cash deposits and payments made to any agency or individual or utility purveyor that relate to and are for the benefit of the real property.

i. A list of all rebates from third parties to which the Borrower is entitled relating to the real property.

j. Copies of all legal documents, whether recorded or not, pertaining to the real property, including developer extension agreements for water or sewer service.

k. All construction bids, cost estimates, and other documents relating to the cost projections for the real property.

l. List of service providers, workman and suppliers for the project, and a list of whether or not all such providers have been paid or not.

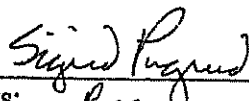
4. Successors and Assigns. This Agreement shall be binding upon the parties' successors and assigns and may only be amended by a subsequent writing executed by the parties hereto.

5. Costs. In the event it is necessary for a party to this Agreement to institute litigation to enforce the terms hereof, the prevailing party in such litigation shall be entitled to a reasonable award of attorneys' fees and costs in such litigation or any appeal thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Borrower Cooperation Agreement the day and year first above written.

LENDER:

SMP BOISE, LLC

By: 
Its: Pres.

BORROWER:

RIVER RIDGE PARTNERS, LLC

By:  Phillip Puernd
Its: Member

EXHIBIT "A"

A parcel of land located in the East half of the Southwest quarter, and the West half of the Southeast quarter, of Section 34, Township 10 North, Range 4 East, Boise Meridian, Boise County, Idaho, more particularly described as follows: Beginning at an aluminum cap marking the West quarter section corner of said Section 34, Township 10 North, Range 4 East, Boise Meridian;

Thence South 89°23'57" East, 2632.72 feet along the center quarter section line to a brass cap marking the center quarter section corner of said Section 34;

Thence along a random line South 21°50'05" East, 260.24 feet to an iron pin in the Middle Fork County Road centerline also being the REAL POINT OF BEGINNING;

Thence along said centerline South 00°37'42" East, 114.38 feet to an iron pin;

Thence along a curve to the left having a radius of 481.01 feet, a central angle of 14°43'48" an arc length of 123.66 feet, and a chord which bears South 07°59'36" East, 123.32 feet to an iron pin;

Thence South 15°21'30" East, 158.44 feet to an iron pin;

Thence South 12°18'31" East, 218.39 feet to an iron pin;

Thence South 21°29'51" East, 140.75 feet to an iron pin;

Thence along a curve to the right having a radius of 1330.00 feet a central angle of 10°51'44", an arc length of 252.14 feet, and a chord which bears South 16°03'59" East, 251.77 feet to an iron pin;

Thence South 10°38'07" East, 270.79 feet to an iron pin;

Thence along a curve to the right having a radius of 150.00 feet, a central angle of 92°22'55", an arc length of 241.86 feet, and a chord which bears South 35°33'21" West, 216.49 feet to an iron pin;

Thence South 81°44'48" West, 409.16 feet to an iron pin at the intersection of the centerlines of the Middle Fork County Road and the Warm Springs Creek Road;

Thence leaving said County Road centerline, and running along the Warm Springs Creek Road centerline, North 85°20'58" West, 201.44 feet to an iron pin;

Thence North 79°48'39" West, 81.89 feet to an iron pin;

Thence, along a curve to the left having a radius of 768.00 feet, a central angle of 16°28'08", an arc length of 220.75 feet, and a chord which bears North 88°02'43" West, 219.99 feet to an iron pin;

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Thence North 34°39'10" West, 348.98 feet to an iron pin;

Thence North 72°14'48" West, 90.15 feet to an iron pin;

Thence North 30°40'21" West 165.53 feet to an iron pin;

Thence North 63°56'42" East 54.22 feet to an iron pin;

Thence North 53°43'07" East, 93.30 feet to an iron pin;

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Thence North 32°11'24" East, 64.17 feet to an iron pin;

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Thence South 89°23'57" East, 949.90 feet to the REAL POINT OF BEGINNING.

ASSIGNMENT OF PERMITS, LICENSES
AGREEMENTS AND APPURTENANT RIGHTS

BETWEEN

RIVER RIDGE PARTNERS, LLC,
an Idaho limited liability company,
as Assignor

AND

SMP BOISE, LLC,
an Idaho limited liability company,
as Assignee

DATED: July 8, 2014

**ASSIGNMENT OF PERMITS, LICENSES,
AGREEMENTS AND APPURTENANT RIGHTS**

GENERAL ASSIGNMENT

THIS Assignment of Permits, Licenses, Agreements, And Appurtenant Rights (hereinafter referred to as "Assignment") is made between RIVER RIDGE PARTNERS, LLC (•Assignor•), and SMP BOISE, LLC (•Assignee•). Assignor and Assignee may be referred to herein as a •Party• or •Parties•, as the case may be.

RECITALS

A. Assignee has foreclosed against the real property owned by Assignor known as the Subject Property as described in Exhibit "A" attached hereto and incorporated herein by reference. In connection with the foreclosure, Assignee and Assignor intend that all of Assignor's right, title and interest in and to any and all plans, specifications, maps, licenses, permits, guarantees, warranties, certificates, contracts, agreements, appurtenant rights, subdivision preliminary plat approvals, any final plat approvals and other applications before Boise County, Idaho and any other governmental agency, and all other rights pertaining in any way to the Subject Property (collectively, the "Plans, Permits and Contracts") shall be conveyed to Assignee as of the Closing Date which for all purposes of this Assignment shall be July 8, 2014.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Effective as of the Closing Date, Assignor grants, conveys, assigns and transfers to Assignee, its successors and assigns, free and clear of any and all of Assignor's right, title, and interest in the Plans, Permits, and Contracts, together with any and all rights and appurtenances thereto in any way belonging to Assignor, its successors or assigns, including but not limited to the following:

A. All guaranties, warranties, certificates, contracts, and agreements from any contractors, subcontractors, vendors, or suppliers regarding their performance, quality of workmanship and quality of materials supplied in connection with the construction, manufacture, development, installation and operation of any and all personal property, fixtures and improvements referenced in this Assignment, and relating to the Subject Property.

B. All maps, plans, specifications, and related documents prepared in connection with the development, construction and operation of any and all sign permits and personal property referenced in this Assignment.

C. Any zoning, subdivision approvals (preliminary and final), use, occupancy, sign permits, and operating permits of any nature, and all other permits, licenses, approvals, and certificates obtained in connection with the Assignment, to the extent permissible by law.

D. All contracts pertaining to the use, maintenance, servicing or repair of any structures on the property described in this Assignment.

E. All intangible property, whether enumerated in this Assignment or not, in which Assignor has an interest, now or hereafter used in connection with the operation or maintenance of structures referenced in the Assignment and the improvements located therein, including but not limited to warranties; guaranties; unexpired claims; security deposits paid by any tenant or occupant of the Subject Property; service contracts for the benefit of the Subject Property; conditional use permits; subdivision approvals and permits (preliminary and final plats); governmental approvals or similar documents; plans; drawings; specifications; surveys; site plans; engineering and environmental reports; soils reports; access agreements; drainage studies and surveys; and all other contracts or agreements in connection with the Subject Property, but under no circumstances shall the acquisition of such intangible property be deemed to be an assumption of any liability, debt, or obligation relating thereto accruing prior to the Closing.

F. All right, title, and interest of Assignor to any right-of-way, street, road, avenue, highway, open or proposed, at the foot of or adjoining to the ground leases to the center line of any such street, road, avenue, or right-of-way and to the use of all easements benefitting the Subject Property, if any, whether of record or not, appurtenant or pertaining to the Subject Property and to the use of all strips and right-of-ways, if any, abutting, adjacent, contiguous, or adjoining the Subject Property, which rights are hereinafter collectively referred to as •Appurtenant Rights• and shall be assigned to Buyer pursuant to the Trustee Deed for the Subject Property.

To the extent such rights, title, and interest exist, are owned by Assignors, and are transferable, Assignors hereby warrant and defend unto Assignee, all of Assignors• assigned rights, title, and interest in the Plans, Permits, and Contracts against every person whosoever lawfully claiming all or any part thereof, subject to Assignee's covenants contained herein and all conditions contained in the Plans, Permits, and Contracts to be performed and observed by Assignee. Assignors agree to cooperate with Assignee in procuring or effectuating any such Plans, Permits, and Contracts, at no cost or expense to Assignors.

2. Acceptance and Assumption. Effective as of the Closing Date, Assignee accepts the foregoing assignments and agrees to assume and keep, perform and fulfill all of the terms, covenants, conditions, duties and obligations which are required to be kept, performed and fulfilled by the Assignor under the Plans, Permits, and Contracts.

3. Indemnification by Assignor. Assignor shall indemnify and hold Assignee harmless from and against any and all claims, costs, demands, losses, damages, liabilities, lawsuits, actions and other proceedings in law or in equity or otherwise, judgments, awards and expenses of very kind and nature whatsoever, including without limitation, attorneys• fees, arising out of or relating to, directly or indirectly, in whole or in part, the Plans, Permits, and Contracts occurring prior to the Closing Date.

4. Attorneys• Fees. If any Party hereto defaults in any manner or fails to fulfill any and all provisions of this Assignment, and if the nondefaulting Party places this Assignment with

h. List of any cash deposits and payments made to any agency or individual or utility purveyor that relate to and are for the benefit of the real property.

i. A list of all rebates from third parties to which the Borrower is entitled relating to the real property.

j. Copies of all legal documents, whether recorded or not, pertaining to the real property, including developer extension agreements for water or sewer service.

k. All construction bids, cost estimates, and other documents relating to the cost projections for the real property.

l. List of service providers, workman and suppliers for the project, and a list of whether or not all such providers have been paid or not.

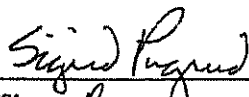
4. Successors and Assigns. This Agreement shall be binding upon the parties' successors and assigns and may only be amended by a subsequent writing executed by the parties hereto.

5. Costs. In the event it is necessary for a party to this Agreement to institute litigation to enforce the terms hereof, the prevailing party in such litigation shall be entitled to a reasonable award of attorneys' fees and costs in such litigation or any appeal thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Borrower Cooperation Agreement the day and year first above written.

LENDER:

SMP BOISE, LLC

By: 
Its: Pres.

BORROWER:

RIVER RIDGE PARTNERS, LLC

By:  Phillip Puyrud
Its: Member

EXHIBIT "A"

A parcel of land located in the East half of the Southwest quarter, and the West half of the Southeast quarter, of Section 34, Township 10 North, Range 4 East, Boise Meridian, Boise County, Idaho, more particularly described as follows: Beginning at an aluminum cap marking the West quarter section corner of said Section 34, Township 10 North, Range 4 East, Boise Meridian;

Thence South 89°23'57" East, 2632.72 feet along the center quarter section line to a brass cap marking the center quarter section corner of said Section 34;

Thence along a random line South 21°50'05" East, 260.24 feet to an iron pin in the Middle Fork County Road centerline also being the REAL POINT OF BEGINNING;

Thence along said centerline South 00°37'42" East, 114.38 feet to an iron pin;

Thence along a curve to the left having a radius of 481.01 feet, a central angle of 14°43'48" an arc length of 123.66 feet, and a chord which bears South 07°59'36" East, 123.32 feet to an iron pin;

Thence South 15°21'30" East, 158.44 feet to an iron pin;

Thence South 12°18'31" East, 218.39 feet to an iron pin;

Thence South 21°29'51" East, 140.75 feet to an iron pin;

Thence along a curve to the right having a radius of 1330.00 feet a central angle of 10°51'44", an arc length of 252.14 feet, and a chord which bears South 16°03'59" East, 251.77 feet to an iron pin;

Thence South 10°38'07" East, 270.79 feet to an iron pin;

Thence along a curve to the right having a radius of 150.00 feet, a central angle of 92°22'55", an arc length of 241.86 feet, and a chord which bears South 35°33'21" West, 216.49 feet to an iron pin;

Thence South 81°44'48" West, 409.16 feet to an iron pin at the intersection of the centerlines of the Middle Fork County Road and the Warm Springs Creek Road;

Thence leaving said County Road centerline, and running along the Warm Springs Creek Road centerline, North 85°20'58" West, 201.44 feet to an iron pin;

Thence North 79°48'39" West, 81.89 feet to an iron pin;

Thence, along a curve to the left having a radius of 768.00 feet, a central angle of 16°28'08", an arc length of 220.75 feet, and a chord which bears North 88°02'43" West, 219.99 feet to an iron pin;

Thence South 83°43'13" West, 92.52 feet to an iron pin with aluminum cap;

Thence leaving the Warm Springs Creek Road centerline, North 07°59'39" East, 155.54 feet to an iron pin;

Thence North 34°39'10" West, 348.98 feet to an iron pin;

Thence North 72°14'48" West, 90.15 feet to an iron pin;

Thence North 30°40'21" West 165.53 feet to an iron pin;

Thence North 63°56'42" East 54.22 feet to an iron pin;

Thence North 53°43'07" East, 93.30 feet to an iron pin;

Thence North 48°21'31" East, 91.37 feet to an iron pin;

Thence along a curve to the left having a radius of 133.71 feet, a central angle of 55°07'30", an arc length of 128.64 feet and a chord which bears North 20°47'45" East, 123.74 feet to an iron pin;

Thence North 06°45'59" West, 77.85 feet to an iron pin;

Thence along a curve to the right having a radius of 141.84 feet, a central angle of 38°57'24", an arc length of 96.44 feet, and a chord which bears North 12°42'42" East, 94.60 feet to an iron pin;

Thence North 32°11'24" East, 64.17 feet to an iron pin;

Thence along a curve to the left having a radius of 214.14 feet, a central angle of 45°14'25", an arc length of 169.14 feet, and a chord which bears North 09°33'42" East, 164.78 feet to an iron pin;

Thence North 13°04'01" West, 66.54 feet to an iron pin;

Thence North 19°59'01" West, 149.74 feet to an iron pin with aluminum cap;

Thence South 89°23'57" East, 949.90 feet to the REAL POINT OF BEGINNING.

Rerecorded to correct scriber's error on legal description.



Instrument # 197061
IDAHO CITY, BOISE COUNTY, IDAHO
2004-06-29 04:50:11 No. of Pages: 3
Recorded for: MTN VIEW TITLE
RORA A. CANODY Fee: 9.00
Ex-Officio Recorder Deputy *[Signature]*
Index to: DEEDS

Order No.: A0430061

WARRANTY DEED

FOR VALUE RECEIVED,

CARL DEAN BUZZELL TESTAMENTARY TRUST

The Grantor(s), do(es) hereby grant, bargain sell and convey unto
TIM MUSSELL and CAROL MUSSELL, husband and wife

whose current address is 100 W. Victory, Meridian, ID 83642

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR
LEGAL DESCRIPTION

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

Dated: 06/30/04

CARL DEAN BUZZELL TESTAMENTARY TRUST

BY: *[Signature]* Trustee
DARIUS BAILEY, TRUSTEE

State OF Idaho

County OF Ada Canyon

Instrument # 197236

IDAHO CITY, BOISE COUNTY, IDAHO
2004-07-08 04:53:12 No. of Pages: 3
Recorded for: MTN VIEW TITLE
RORA A. CANODY Fee: 9.00
Ex-Officio Recorder Deputy *[Signature]*
Index to: DEEDS

On this 28 day of June in the year 2004, before me, the undersigned, a notary public in
and for said state personally appeared Darius Bailey, known or identified to me to be the
persons whose names are subscribed to the within instrument, as Trustees Of The Carl
Dean Buzzell Testamentary Trust and acknowledged to me that he executed the same as
trustee.

[Signature]
Residing At: Canyon, Idaho
My commission expires on: 4/15/08

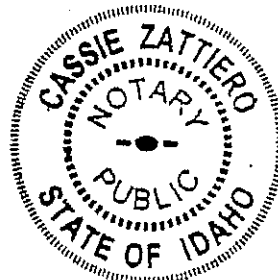


Exhibit A

A parcel of land located in the East $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, and the West $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, of Section 34, Township 10 North, Range 4 East, Boise Meridian, Boise County, Idaho, more particularly described as follows:

Beginning at an aluminum cap marking the West $\frac{1}{4}$ section corner of said Section 34, Township 10 North, Range 4 East, Boise Meridian;
thence South $89^{\circ}23'57''$ East, 2632.72 feet along the center $\frac{1}{4}$ section line to a brass cap marking the center $\frac{1}{4}$ section corner of said Section 34;
thence, along a random line South $21^{\circ}50'05''$ East, 260.24 feet to an iron pin in the Middle Fork County Road centerline also being the REAL POINT OF BEGINNING;
thence, along said centerline, South $00^{\circ}37'42''$ East, 114.38 feet to an iron pin;
thence, along a curve to the left having a radius of 481.01 feet, a central angle of $14^{\circ}43'48''$, an arc length of 123.66 feet, and a chord which bears South $07^{\circ}59'36''$ East, 123.32 feet to an iron pin;
thence South $15^{\circ}21'30''$ East, 158.44 feet to an iron pin;
thence South $12^{\circ}18'31''$ East, 218.39 feet to an iron pin;
thence South $21^{\circ}29'51''$ East, 140.75 feet to an iron pin;
thence, along a curve to the right having a radius of 1330.00 feet a central angle of $10^{\circ}51'44''$, an arc length of 252.14 feet, and a chord which bears South $16^{\circ}03'59''$ East, 251.77 feet to an iron pin;
thence South $10^{\circ}38'07''$ East, 270.79 feet to a iron pin;
thence, along a curve to the right having a radius of 150.00 feet, a central angle of $92^{\circ}22'55''$, an arc length of 241.86 feet, and a chord which bears South $35^{\circ}33'21''$ West, 216.49 feet to an iron pin;
thence, South $81^{\circ}44'48''$ West, 409.16 feet to an iron pin at the intersection of the centerlines of the Middle Fork County Road and the Warm Springs Creek Road;
thence, leaving said County Road centerline, and running along the Warm Springs Creek Road centerline, North $85^{\circ}20'58''$ West, 201.44 feet to an iron pin;

Continued

Continued

thence North 79°48'39" West, 81.89 feet to an iron pin;
thence, along a curve to the left having a radius of 768.00 feet, a central angle of 16°28'08", an arc length of 220.75 feet, and a chord which bears North 88°02'43" West, 219.99 feet to an iron pin;
thence, South 83°43'13" West, 92.52 feet to an iron pin with aluminum cap;
thence, leaving the Warm Springs Creek Road centerline, North 07°59'39" East, 155.54 feet to an iron pin;
thence, North 34°39'10" West, 348.98 feet to an iron pin;
thence, North 72°14'48" West, 90.15 feet to an iron pin;
thence, North 30°40'21" West, 165.53 feet to an iron pin;
thence, North 63°56'42" East, 54.22 feet to an iron pin;
thence, North 53°43'07" East, 93.30 feet to an iron pin;
thence, North 48°21'31" East, 91.37 feet to an iron pin;
thence, along a curve to the left having a radius of 133.71 feet, a central angle of 55°07'30", an arc length of 128.64 feet and a chord which bears North 20°47'45" East, 123.74 feet to an iron pin;
thence North 06°45'59" West, 77.85 feet to an iron pin;
thence, along a curve to the right having a radius of 141.84 feet, a central angle of 38°57'24", an arc length of 96.44 feet, and a chord which bears North 12°42'42" East, 94.60 feet to an iron pin;
thence, North 32°11'24" East, 64.17 feet to an iron pin;
thence, along a curve to the left having a radius of 214.14 feet, a central angle of 45°14'25", an arc length of 169.14 feet, and a chord which bears North 09°33'42" East, 164.78 feet to an iron pin;
thence, North 13°04'01" West, 66.54 feet to an iron pin;
thence, North 19°59'01" West, 149.74 feet to an iron pin with aluminum cap;
thence, South 89°23'57" East, 949.90 feet to the REAL POINT OF BEGINNING.



Instrument # 209707

IDAHO CITY, BOISE COUNTY, IDAHO

2006-08-14 03:57:51 No. of Pages: 4

Recorded for : MTN VIEW TITLE

RORA A. CANODY

Ex-Officio Recorder Deputy *Shirley Dye* Fee: 12.00

Index to: DEEDS

Escrow No. 06-08-7859

WARRANTY DEED

FOR VALUE RECEIVED

Tim Mussell and Carol Mussell, husband and wife

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto: River Ridge Partners LLC, an Idaho limited liability company

GRANTEES(s), whose current address is: 48 Horizon Drive, Boise, ID 83702
the following described real property in Boise County, State of Idaho,
more particularly described as follows, to wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Date: August 10, 2006

Tim Mussell

Tim Mussell

Carol Mussell

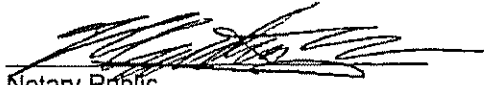
Carol Mussell

Notary Acknowledgment – see page 2

WARRANTY DEED - NOTARY ACKNOWLEDGMENT(S):

State of Idaho, County of Ada, ss.

On this 11th day of August in the year of 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Tim Mussell and Carol Mussell known or identified to me 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.



Notary Public

Residing at: ~~Boise, ID~~

My commission expires: ~~July 11, 2009~~

Residing at: Eagle, Idaho
Commission expires: 02/01/2012

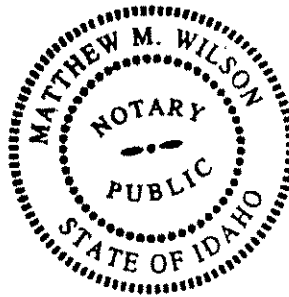


Exhibit A

A parcel of land located in the East $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, and the West $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, of Section 34, Township 10 North, Range 4 East, Boise Meridian, Boise County, Idaho, more particularly described as follows:

Beginning at an aluminum cap marking the West $\frac{1}{4}$ section corner of said Section 34, Township 10 North, Range 4 East, Boise Meridian;
thence South $89^{\circ}23'57''$ East, 2632.72 feet along the center $\frac{1}{4}$ section line to a brass cap marking the center $\frac{1}{4}$ section corner of said Section 34;
thence, along a random line South $21^{\circ}50'05''$ East, 260.24 feet to an iron pin in the Middle Fork County Road centerline also being the REAL POINT OF BEGINNING;
thence, along said centerline, South $00^{\circ}37'42''$ East, 114.38 feet to an iron pin;
thence, along a curve to the left having a radius of 481.01 feet, a central angle of $14^{\circ}43'48''$, an arc length of 123.66 feet, and a chord which bears South $07^{\circ}59'36''$ East, 123.32 feet to an iron pin;
thence South $15^{\circ}21'30''$ East, 158.44 feet to an iron pin;
thence South $12^{\circ}18'31''$ East, 218.39 feet to an iron pin;
thence South $21^{\circ}29'51''$ East, 140.75 feet to an iron pin;
thence, along a curve to the right having a radius of 1330.00 feet a central angle of $10^{\circ}51'44''$, an arc length of 252.14 feet, and a chord which bears South $16^{\circ}03'59''$ East, 251.77 feet to an iron pin;
thence South $10^{\circ}38'07''$ East, 270.79 feet to a iron pin;
thence, along a curve to the right having a radius of 150.00 feet, a central angle of $92^{\circ}22'55''$, an arc length of 241.86 feet, and a chord which bears South $35^{\circ}33'21''$ West, 216.49 feet to an iron pin;
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thence, leaving said County Road centerline, and running along the Warm Springs Creek Road centerline, North $85^{\circ}20'58''$ West, 201.44 feet to an iron pin;

Continued

Continued

thence North 79°48'39" West, 81.89 feet to an iron pin;
thence, along a curve to the left having a radius of 768.00 feet, a central angle of 16°28'08", an arc length of 220.75 feet, and a chord which bears North 88°02'43" West, 219.99 feet to an iron pin;
thence, South 83°43'13" West, 92.52 feet to an iron pin with aluminum cap;
thence, leaving the Warm Springs Creek Road centerline, North 07°59'39" East, 155.54 feet to an iron pin;
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thence, North 72°14'48" West, 90.15 feet to an iron pin;
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thence, North 63°56'42" East, 54.22 feet to an iron pin;
thence, North 53°43'07" East, 93.30 feet to an iron pin;
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thence North 06°45'59" West, 77.85 feet to an iron pin;
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thence, North 32°11'24" East, 64.17 feet to an iron pin;
thence, along a curve to the left having a radius of 214.14 feet, a central angle of 45°14'25", an arc length of 169.14 feet, and a chord which bears North 09°33'42" East, 164.78 feet to an iron pin;
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