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DEC 13 2013

WATER RESOURCES
WESTERN REGION

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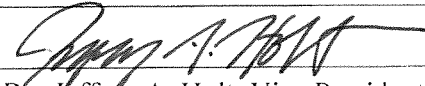
MAR 06 2013

DEV

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

1. Water Right No(s): ADJ 63-161C (also known as 63-161CF), 63-182, 63-216A, 63-16273, 63-16272
- Adjudication Claim No(s): _____
2. The following **REQUIRED** information must be submitted with this form:
- A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
- B) A **FEE** of \$25.00 per water right or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
- Zions First National Bank, Real Estate Banking Group
- One South Main Street, Suite 470
- Salt Lake City, Utah 84133, ATTN REAL ESTATE MANAGER
4. Name of Water Right Owner/Claimant(s)
- Gardner Mace Ranch, L.C., a Utah limited liability company
5. Expiration Date of Notification Period September 1, 2014
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s) Zions First National Bank
- (and title if applicable) 
- By: Jeffrey A. Holt, Vice President

For Office Use Only

Received by MS Date 3-6-13 Fee 125

Receipted by MS Date 3-6-13 Receipt No. W40916

Processed by AJ Date _____ WR _____ Date _____

SUPPORT DATA

IN FILE # 603-182

DEC 20 2013

31
ADA COUNTY RECORDER Christopher D. Rich AMOUNT 118.00 37
BOISE IDAHO 02/20/2013 01:52 PM
DEPUTY Lisa Irby
Simplifile Electronic Recording
RECORDED-REQUEST OF
FIRST AMERICAN TITLE AND ESCROW 113018934

Loan No. 9043632-9001

WHEN RECORDED, RETURN TO:

Zions First National Bank
Real Estate Banking Group
One South Main Street, Suite 470
Salt Lake City, Utah 84133
Attn: Real Estate Banking Group Manager

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

RECEIVED

MAR 06 2013

WATER RESOURCES
WESTERN REGION

#2031563

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Date: February 19, 2013.

**TERM LOAN TRUST DEED,
ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FIXTURE FILING**

(hereinafter referred to as the "Trust Deed")
(First Lien)

Made by:

Gardner Mace Ranch, L.C., a Utah limited liability company
(hereinafter referred to as "Grantor")

To:

First American Title and Escrow Company
(hereinafter referred to as "Trustee")

For the benefit of:

Zions First National Bank, a national banking association
(hereinafter referred to as "Beneficiary")

Promissory Note Amount: \$3,125,000.00

Maturity Date of Promissory Note: September 1, 2014

THIS INSTRUMENT IS INTENDED ALSO TO BE A FIXTURE AND AS-
EXTRACTED COLLATERAL/MINERALS FILING AND IS TO BE INDEXED AS
SUCH IN THE REAL PROPERTY RECORDS OF ADA COUNTY.

**TERM LOAN TRUST DEED,
ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FIXTURE FILING**

This Term Loan Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing (the "Trust Deed") is executed and made effective as of February 19, 2013 (the "Closing Date"), by Gardner Mace Ranch, L.C., a Utah limited liability company ("Grantor"), to First American Title and Escrow Company ("Trustee"), in favor of Zions First National Bank, a national banking association ("Beneficiary").

Beneficiary is making a term loan to Grantor in the amount of Three Million One Hundred Twenty-Five Thousand Dollars (\$3,125,000.00) (the "Loan"). The Loan is evidenced by the Promissory Note dated the Closing Date in the original principal amount of the Loan made by Grantor to the order of Beneficiary and by this reference made a part hereof, maturing on September 1, 2014, and any and all extensions, modifications, substitutions, replacements or renewals thereof and judgments in enforcement thereof (the "Note"). The Loan will be advanced under a Term Loan Agreement between Grantor and Beneficiary dated the Closing Date (the "Loan Agreement"). The Loan includes a variable interest rate. The interest rate, payment terms, and balance due may be indexed, adjusted, renewed, or renegotiated.

All of the loan documents executed in connection with the Loan, and all renewals, extensions, modifications, and replacements thereof, are hereinafter collectively referred to as the "Loan Documents".

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 GRANT AND CONVEYANCE

1.1 General Grant. Grantor hereby assigns, grants, bargains, sells, conveys, warrants, and transfers to Trustee in trust, for the benefit of Beneficiary, with power of sale, and right of entry and possession, the following described real property (the "Real Property"):

1.1.1 Real Property. All of the right, title, interest and estate of Grantor, now owned or hereafter acquired, in and to the real property located in Ada County, State of Idaho (the "Property") as more particularly described in Exhibit A attached hereto and incorporated herein by this reference. The Property consists of 40 acres or less and/or is located within the boundaries of an incorporated city or village.

1.1.2 Buildings, Improvements and Interests. All right, title, interest and estate of Grantor, now owned or hereafter acquired, in and to: (a) all buildings, improvements, works, structures, facilities and fixtures, including any future additions to, and improvements and betterments now or hereafter constructed upon, and all renewals and replacements of, any of the

foregoing, which are now or hereafter shall be constructed or affixed or constructively affixed to the Property, or to any portion of the Property (the "Improvements"); and (b) all easements, licenses, streets, ways, alleys, roads, passages, rights-of-way, minerals, oil, gas and other hydrocarbon substances, and all as-extracted collateral as defined in the Uniform Commercial Code, development rights, all development agreements, air rights, purchase options, irrigation rights, water, water courses, water rights (including claims, decrees, permits, licenses, ditch and/or delivery rights and storage rights), including, without limitation, water rights numbers 63-161C (also known as 63-161CF), 63-182, 63-216A, 63-16273 and 63-16272, and water stock, including without limitation, the water shares and certificates described in that certain Assignment of Water Shares and Security Agreement to be entered into between Grantor and Beneficiary (whether now owned or hereafter acquired by Grantor and whether arising by virtue of land ownership, contract or otherwise), of any kind and nature, relating to or in any way appurtenant or appertaining to the Property or to any portion of the Property.

1.1.3 Tenements, Hereditaments. All right, title, interest and estate of Grantor, now owned or hereafter acquired, in and to all of the tenements, hereditaments, rights, privileges, and appurtenances belonging, relating, or in any way appertaining to any of the Property or the Improvements, or any portion of the Property or the Improvements, or which shall hereafter in any way belong, relate, or in any way appertain thereto, whether now owned or hereafter acquired, and the reversion and reversions, remainder and remainders, and estates, rights, titles, interests, possessions, claims, and demands of every nature whatsoever, at law or in equity, which Grantor may have or may hereafter acquire in and to the Property, the Improvements, or any portion thereof.

1.1.4 Leases, Rents, Issues, Etc. All right, title, interest and estate of Grantor, now owned or hereafter acquired, in and to all leases and subleases of all or any portion of the Property or the Improvements now or hereafter existing or entered into, and all lease agreements, lease guaranties, letters of intent to lease, and documents evidencing the same; and all right, title and interest of Grantor thereunder, including without limitation, all rents, subrents, room rents and other amounts received for use of any rooms or other portions of the Property, including the Improvements, and any and all rental agreements, room rental agreements and arrangements now owned or hereafter acquired, and all proceeds from such leases, rents, subrents, room rents, issues, royalties, security deposits, income and profits of and from the Property, the Project, the Improvements, or any portion thereof.

1.2 Security Interest. Grantor hereby assigns and grants to Beneficiary a security interest in and to those items of the Real Property in which security interests may be granted under Article 9 of the Idaho Uniform Commercial Code and in and to the following described property (collectively the "Personalty"), whether now or hereafter existing, and in which Grantor now has or hereafter obtains any right, title, estate or interest, but only to the extent of Grantor's ownership interest therein, together with all additions and accessions thereto and all rents and proceeds thereof:

1.2.1 Tangible Personal Property. All right, title, interest and estate of Grantor, now owned or hereafter acquired, in and to: (a) All goods, inventory, specifically including, without limitation, materials, furnishings and supplies, whether stored on or off the Property, delivered to

the Property for incorporation or use in any construction, renovation, operation or maintenance of the Property or the Improvements, supplies, furnishings, construction materials, equipment, vehicles, machinery, appliances, including attached and unattached appliances, and other tangible personal property and fixtures located in or upon the Property or the Improvements and used or useable in connection therewith, or to be used in the construction, reconstruction, remodeling, or repair of any of the Improvements now or hereafter located upon the Property; (b) All furniture, fixtures and equipment as equipment is defined in the Idaho Uniform Commercial Code, including, without limitation, all furniture, fixtures, equipment, goods, and tools located at or used solely in connection with the Property or operations of the Property, wherever located, and all related right, title and interest of Grantor, now owned or hereafter acquired or created, all proceeds and products of the foregoing and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering any of the foregoing, all leases of any of the foregoing, and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any of the foregoing or any interest therein; (c) All architectural, engineering, development, construction and construction cost guarantee contracts or bonds entered into in connection with the improvement of the Property, all plans and specifications, building or use permits, subdivision plats and any related subdivision development requirements and specifications prepared by the engineer and architect thereunder, relating to the construction, development, ownership or maintenance of the Property or the Improvements; (d) All engineering reports, surveys, soil reports and other documents relating to the Property; (e) All modifications, parts, accessories, and accessions to each and all of the foregoing and all renewals and replacements thereof; and (f) All proceeds of each of the foregoing.

1.2.2 Permits, Names, Rights, Etc. All right, title interest and estate of Grantor, now owned or hereafter acquired, in and to: (a) All contracts, permits, franchises, privileges, grants, consents, licenses, authorizations, and approvals heretofore or hereafter granted by the United States, by the State of Idaho or by any departments or agencies thereof or any other governmental or public bodies, agencies or authorities, to or for the benefit of Grantor and utilized in connection with the Property and the Improvements thereon or to be constructed thereon, to the extent the same are transferable and subject to all terms, covenants and conditions thereof and to applicable law; (b) All names under or by which the Property or any of the Improvements may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all service marks, trademarks and goodwill in any way relating solely to Grantor's ownership and operation of the Property; (c) All contracts, contract rights, rights to payment, purchase options, general intangibles, documents, instructions, accounts, water stock arising in connection with Grantor's ownership, legal or equitable claims, judgments, and awards now or hereafter accruing to the benefit of Grantor respecting the Property and the Improvements, specifically including, without limitation, all architectural, development and construction contracts, and all construction cost guarantee contracts relating to the Property or the Improvements; (d) All shares of stock, member interests, partnership interests, or other evidence of ownership of any part of the Property or the Improvements that is owned by Grantor in common with others; (e) All documents and rights of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property; and (f) All amendments, modifications, additions,

accessions, substitutions, replacements and renewals to any of the foregoing and all proceeds of the foregoing, whether voluntary or involuntary, including without limitation, insurance proceeds.

1.2.3 Awards. All right, title, interest and estate of Grantor, now owned or hereafter acquired, in and to: (a) All awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the Property or any portion of the Property, the Improvements or any portion of the Improvements, or of any other Improvements now or hereafter situate thereon or any estate or easement in the Property (including any awards for change of grade of streets); (b) All insurance policies and all proceeds of insurance paid on account of any partial or total destruction of the Improvements or any portion thereof; (c) All causes of action and recoveries for any loss or diminution in the value of the Property or the Improvements; and (d) All proceeds of each of the foregoing.

1.2.4 Plans and Utility Taps. All right, title, interest and estate of Grantor, now owned or hereafter acquired, in and to: All Plans and any and all replacements, modifications, and amendments thereto and any and all contracts, agreements or commitments between Grantor and any utility company, water company or user association, or telephone company, to furnish electricity, natural gas or oil, telephone, sewer, water or other such services, or to provide hook-ups, connections, lines or other necessary taps to the Property and the Improvements thereon. Grantor hereby irrevocably appoints Beneficiary as Grantor's true and lawful attorney-in-fact to execute, acknowledge and deliver any instruments and to do and perform any act in the name and on behalf of Grantor necessary to maintain and continue all contracts, agreements or commitments with any such utility company and, otherwise, to perform all acts necessary to assure uninterrupted utility service to the Property and the Improvements thereon.

1.2.5 Loan Proceeds. All right, title, interest and estate of Grantor, now owned or hereafter acquired, in and to all proceeds of the Loan made by Beneficiary to Grantor for construction of the Improvements which proceeds are held by Beneficiary, whether or not disbursed, and all reserves, deferred payments, deposits, refunds, cost savings, and payments of any kind relating to the construction of the Improvements to secure any and all of Grantor's obligations to Beneficiary.

1.2.6 Contracts. All right, title, interest and estate of Grantor, now owned or hereafter acquired, under any other contract, subcontract or agreement, for the construction and completion of the Improvements and all contracts and agreements which have been or shall hereinafter be entered into relating to the construction, development, sale, lease, operation, or use of all or a portion of the Property or the Improvements, including without limitation, all purchase and sale contracts now or hereinafter entered into for sale of all or any portion of the Property, including without limitation, all deposits or earnest money paid or escrowed in connection therewith (subject to the obligations of Grantor to return such deposits to the extent required by law and as provided in the applicable purchase agreement), and all governmental licenses or permits obtained for the lawful construction of the Improvements.

1.2.7 Accounts. All accounts of Grantor, presently existing or hereafter arising, including all accounts as defined in the Idaho Uniform Commercial Code, as amended, established in connection with or by reason of Grantor's ownership, construction, development, sale, lease, operation or use of the Property or the Improvements, and all documentation and supporting information related to any of the foregoing, all rents, profits and issues thereof, and all proceeds thereof.

1.2.8 Documents. All documents of Grantor, presently existing or hereafter arising, including all documents as defined in the Idaho Uniform Commercial Code, as amended, arising from or issued or prepared in connection with Grantor's ownership, construction, development, sale, lease, operation or use of the Property or the Improvements, and all documentation and supporting information related to any of the foregoing, all rents, profits and issues thereof, and all proceeds thereof.

1.2.9 Instruments. All instruments of Grantor, presently existing or hereafter arising, including all instruments as defined in the Idaho Uniform Commercial Code, as amended, arising from or issued or prepared in connection with Grantor's ownership, construction, development, sale, lease, operation or use of the Property or the Improvements, and all documentation and supporting information related to any of the foregoing, all rents, profits and issues thereof, and all proceeds thereof.

1.2.10 General Intangibles. All general intangibles of Grantor relating solely to the Property, presently existing or hereafter arising, including general intangibles as defined in the Idaho Uniform Commercial Code, as it exists and may be amended, choses in action, proceeds, contracts, distributions, dividends, refunds, security deposits, judgments, insurance claims, any right to payment of any nature, intellectual property rights or licenses, any other rights or assets of Grantor customarily or for accounting purposes classified as general intangibles, and all documentation and supporting information related to any of the foregoing, all rents, profits and issues thereof, and all proceeds thereof.

1.3 Security Agreement. This Trust Deed constitutes a Security Agreement with respect to the Personalty, and Beneficiary shall have all of the rights and remedies of a secured party under the Loan Documents and the Idaho Uniform Commercial Code as well as all other rights and remedies available at law or in equity. Grantor and Beneficiary acknowledge their mutual intent that all security interests contemplated herein are given as a contemporaneous exchange for new value to Grantor, regardless of when advances to Grantor are actually made or when the Trust Estate (as defined below) is acquired.

1.4 Trust Estate. The Real Property and the Personalty are sometimes hereinafter collectively referred to as the "Trust Estate".

1.5 Fixture and Minerals Filing. This Trust Deed constitutes a fixture and as-extracted collateral/minerals filing pursuant to Article 9 of the Idaho Uniform Commercial Code, I.C. §§ 28-9-101, et. seq., as such Idaho Uniform Commercial Code is amended or recodified from time to time.

The addresses of the secured party (Beneficiary) and the debtor (Grantor) are set forth in Section 12.1 of this Trust Deed. This Trust Deed is to be recorded in the real estate records in the County Recorder's office of the county in which the Real Property is located. Grantor is the record owner of the Real Property.

ARTICLE 2 OBLIGATION SECURED

2.1 Obligations. This Trust Deed is given for the purpose of securing the following obligations (collectively the "Obligations") of Grantor:

2.1.1 Note. The payment and performance of each and every agreement and obligation under the Note, including without limitation, the payment of principal and interest under the Note. Notwithstanding anything to the contrary contained in this Trust Deed, none of the Real Property pledged as Collateral for the Loan secures payment and performance under the Environmental Indemnity or the Continuing Guaranty.

2.1.2 Other Loan Documents. The payment and performance of each and every agreement and obligation of Grantor under this Trust Deed, the Note, the Loan Agreement, and any other Loan Document.

2.1.3 Advances by Trustee or Beneficiary. The payment of all sums expended and advanced by Trustee or Beneficiary pursuant to the terms of this Trust Deed, the Loan Agreement, or any other Loan Document, together with interest thereon as provided in this Trust Deed.

2.1.4 Extensions, Etc. The payment and performance of any extensions of, renewals of, modifications of, or additional advances under the Note, or any of the obligations evidenced by the Note, regardless of the extent of or the subject matter of any such extension, renewal, modification or additional advance.

2.1.5 Other Obligations. The payment and performance of any other note or obligation reciting that it is secured by this Trust Deed. Grantor expressly acknowledges its mutual intent with Beneficiary that the security interest created by this Trust Deed secures any and all present and future debts, obligations, and liabilities of Grantor to Beneficiary without any limitation whatsoever.

2.1.6 Future Advances and Obligations. This Trust Deed secures all future advances and obligations constituting Obligations. The total amount of obligations and advances secured hereby may decrease or increase from time to time, but at no time shall the total principal amount of obligations and advances secured hereby, not including sums expended or incurred by Beneficiary for the reasonable protection of the security interest hereby created in the Trust Estate, exceed the principal sum of \$6,250,000.00. Nothing contained herein shall create or imply any agreement or commitment by Beneficiary to loan or advance any amounts in addition to the Loan evidenced by the Note; the agreement of Beneficiary to make advances is governed by the terms of the Loan Agreement and is subject to all terms, provisions and conditions of the Loan Documents.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Property. Grantor represents and warrants to Beneficiary as follows:

3.1.1 Fee Title. Grantor is the owner of good and marketable title in and to the Real Property subject, for certain portions of the fee property, to a life estate in favor of Maxine Mace.

3.1.2 Defense of Title. Grantor shall defend title to the Property and the Improvements against all claims and demands whatsoever, except for Permitted Encumbrances.

3.1.3 Exceptions to Title. With the exception of such liens, matters created or permitted pursuant to or by the Loan Documents, and encumbrances that have been approved by Beneficiary to appear as exceptions to title and/or exclusions from coverage as are identified in the Loan Agreement as Permitted Encumbrances, if any (the "Permitted Encumbrances"), the Property and the Improvements are free and clear of all liens, claims, encumbrances, restrictions, encroachments and interests whatsoever in favor of any third party.

3.1.4 Lien Priority. With the exception of the Permitted Encumbrances, upon proper recording of this Trust Deed, the lien created by this Trust Deed upon the Property and the Improvements is a good and valid first lien, free and clear of all liens, encumbrances and exceptions, other than the Permitted Encumbrances.

3.1.5 Hazardous Materials. Except as disclosed in the Environmental Report, no Hazardous Materials (as hereinafter defined) have been stored, or improperly used, disposed of, discarded, dumped, or abandoned by Grantor or to Grantor's knowledge, by any person or entity on, in or under the Property or the Improvements in violation of any Environmental Laws. Grantor has complied with all applicable federal, state and local laws, rules, ordinances and regulations relating to the storage, transportation, and disposal of Hazardous Materials on, in or under the Property or the Improvements. For purposes of the foregoing the term "Hazardous Materials" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Idaho, or the United States Government, or any other governmental or quasi-governmental body or agency.

3.2 Personalty. Grantor further represents and warrants to Beneficiary as follows:

3.2.1 Owner of Personalty. Grantor is the owner, or upon acquisition thereof, will be the owner of the Personalty (other than Personalty owned by tenants).

3.2.2 No Prior Liens. The Personalty is, or upon acquisition thereof by Grantor, will be free and clear of all liens, claims, encumbrances, restrictions, charges, and security interests in favor of any third party except for the Permitted Encumbrances.

3.2.3 Location of Personalty. The Personalty will be located in the State of Idaho, and other than temporary (not to exceed three (3) months) uses outside that state in the ordinary course of Grantor's business, will not be removed from that state without the prior written consent of Beneficiary.

3.3 Grantor Representations. Grantor is and shall remain a limited liability company duly organized and validly existing under the laws of the State of Utah and is and shall remain duly qualified to transact business in the State of Utah, and as required, in the State of Idaho. Grantor's exact legal name is as set forth in the first paragraph of this Trust Deed. Grantor will not voluntarily or involuntarily change its legal name, identity or legal form or the state of its incorporation or formation without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld. Grantor shall not modify or change the nature or type of its business without the prior written consent of Beneficiary. Execution and delivery of this Trust Deed, the Note, the Loan Agreement and the other Loan Documents have been duly authorized by all necessary acts and resolutions. The Loan is not an extension of credit made primarily for personal, family or household purposes, or agricultural purposes and Grantor is not a farming or ranching corporation.

ARTICLE 4 MAINTENANCE OF TRUST ESTATE

4.1 Maintenance. Grantor shall do each of the following: (a) maintain the Trust Estate at all times in good condition and repair; (b) except as contemplated by the Loan Documents, not commit any waste of the Trust Estate, or remove, damage, demolish, or structurally alter any of the Improvements; (c) complete promptly and in good and workmanlike manner any Improvement on the Property; (d) except to the extent that insurance proceeds are applied by Beneficiary to the satisfaction of the Obligations in accordance with Article 5 of this Trust Deed, restore promptly and in good and workmanlike manner any of the Improvements or any portion thereof, which may for any reason be damaged or destroyed; (e) comply at all times with all laws, ordinances, regulations, covenants, and restrictions in any manner affecting the Trust Estate; (f) not commit or permit any act upon the Trust Estate in violation of law; and (g) do all acts which by reason of the character or use of the Trust Estate may be reasonably necessary to maintain and care for the same, the specific enumeration herein not excluding the general.

ARTICLE 5 INSURANCE

5.1 Insurance. Grantor shall secure and maintain or cause to be maintained in force on the Trust Estate all insurance required by the Loan Agreement.

5.2 Notice of Casualty. In the event of loss or damage to the Trust Estate, or any portion of the Trust Estate, Grantor shall immediately give notice thereof to Beneficiary.

5.3 Proceeds of Insurance. All proceeds of insurance on the Trust Estate, and all causes of action, claims, compensation, awards and recoveries for any damage, condemnation or taking of all or any part of the Trust Estate, or for any damage or injury to it or for any loss or diminution in the value of the Trust Estate, are hereby assigned to and shall be paid to Beneficiary, except as

otherwise provided in the Loan Agreement. Beneficiary may participate in any suits or proceedings relating to any such proceeds, causes of action, claims, compensation, awards or recoveries and may join with Grantor in enjoining any loss covered by insurance.

5.4 Disposition of Policies on Foreclosure. In the event Beneficiary exercises the power of sale or foreclosure provisions of this Trust Deed or makes any other transfer of title or assignment of the Trust Estate in extinguishment in whole or in part of the Obligations, all right, title and interest of Grantor in and to the policies of insurance required by Section 5.1 of this Trust Deed shall inure to the benefit of and pass to the transferee of the interests conveyed under this Trust Deed or to the purchaser at the foreclosure sale, as the case may be.

ARTICLE 6 INDEMNIFICATION AND OFF-SET

6.1 Indemnification. Grantor hereby indemnifies and holds Beneficiary harmless in accordance with the following:

6.1.1 General Indemnification. Grantor shall indemnify and hold Beneficiary harmless from any and all losses, damages, claims, causes of action, suits, debts, obligations, or liabilities which arise from or are related to, the Note, the Loan Agreement, this Trust Deed, any other Loan Documents evidencing or securing the Note, or the construction, use or occupation of the Trust Estate, or any part thereof, or the Property, except for claims based upon a breach or default by Beneficiary or Beneficiary's gross negligence or willful misconduct. If Beneficiary commences an action against Grantor to enforce any of the terms, covenants or conditions of this Trust Deed or because of the breach by Grantor of any of the terms, covenants, or conditions, or for the recovery of any sum secured hereby, Grantor shall pay to Beneficiary reasonable attorneys' fees and costs actually incurred by Beneficiary. The right to such attorneys' fees and costs shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Grantor breaches any term, covenant or condition of this Trust Deed, Beneficiary may employ an attorney or attorneys to protect Beneficiary's rights hereunder and in the event of such employment following any breach of Grantor, Grantor shall pay Beneficiary reasonable attorneys' fees and costs actually incurred by Beneficiary, whether or not action is actually commenced against Grantor by reason of such material breach.

6.1.2 Mechanics Liens. If Beneficiary or the Property is held liable or could be held liable for, or is subject to any losses, damages, costs, charges or expenses, directly or indirectly on account of any claims for work, labor, or material furnished in connection with or arising from the construction of any building, fixture and improvements, then Grantor shall indemnify, defend and hold Beneficiary harmless from all liability or expense arising therefrom including reasonable attorneys' fees and costs.

6.1.3 Hazardous Materials. Grantor hereby agrees to the Environmental Compliance Audit requirements set forth in the Environmental Indemnity Agreement, including obligations to pay for such audit and remediation. Grantor further hereby agrees to indemnify, hold harmless and defend (by counsel of Beneficiary's choice) Beneficiary, its directors, officers,

employees, agent, successors and assigns from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including but not limited to attorneys' fees and expenses), arising directly or indirectly, in whole or in part, out of (a) the presence on or under the Property of any Hazardous Materials, or any releases or discharges of any Hazardous Materials on, under or from the Property, or (b) any activity carried on or undertaken on or off the Property, whether prior to or during the term of the Loan, and whether by Grantor or any predecessor in title or any employees, agents, contractors or subcontractors of Grantor or any predecessor in title, or any third persons at any time occupying or present on the Property, in connection with the handling, treatment, removal, storage, decontamination, clean-up, transport or disposal of any Hazardous Materials at any time located or present on or under the Property, unless such presence was caused by the acts or omissions of Beneficiary, its agents or contractors; provided however, this indemnification shall not extend to cover any occurrences described in subparagraphs (a) and (b) above where the subject presence, contamination, release or activity first takes place after Beneficiary or a purchaser at foreclosure, trustee or other sale takes title to or actual possession and control of the Property or occurrences that take place as a direct result of Beneficiary's own gross negligence or willful misconduct. The foregoing indemnity shall further apply to any residual contamination on or under the Property, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances. Grantor hereby acknowledges and agrees that, notwithstanding any other provision of this Trust Deed or any of the other Loan Documents to the contrary, the obligations of Grantor under this Section 6.1.3 shall be unlimited personal obligations of Grantor and shall survive any foreclosure under this Trust Deed, any transfer in lieu thereof, and any satisfaction of the obligations of Grantor in connection with the Loan. Grantor acknowledges that Beneficiary's appraisal of the Property is such that Beneficiary would not extend the Loan but for the personal liability undertaken by Grantor for the obligations under this Section 6.1.3.

6.1.4 Off-Set. All sums payable by Grantor under the Note and this Trust Deed shall be paid without notices, demand, counterclaim, set-off, deduction or defense and without abatement, suspension, deferment, diminution or reduction. The Obligations and liabilities of Grantor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (a) any damage to or destruction of, or any condemnation or similar taking of the Trust Estate or any part thereof; (b) any destruction or prevention of or interference with any use of the Trust Estate or any part thereof; (c) any title defect or encumbrance or any eviction from the Trust Estate or any part thereof by title paramount or otherwise; (d) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Trust Deed by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; (e) any claim which Grantor has or might have against Beneficiary; (f) the occurrence of an Event of Default or any default or failure on the part of Beneficiary to perform or comply with any of the terms, covenants

or conditions of this Trust Deed or of any other agreement with Grantor; or (g) any other occurrence whatsoever, whether similar or dissimilar to the foregoing.

ARTICLE 7 TAXES AND IMPOSITIONS

7.1 Payment of Taxes and Impositions. Unless an imposition is paid directly by Beneficiary pursuant to Section 8.3 of this Trust Deed, Grantor shall pay, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes, assessments and other governmental, municipal, or other charges or impositions of any kind or nature whatsoever (including without limitation, charges and assessments on water or water stocks used on or with the Property and levies or charges resulting from covenants, conditions and restrictions affecting the Trust Estate) which are assessed or imposed upon the Trust Estate, or become due and payable, and which create, may create, or appear to create, a lien upon the Trust Estate or any portion of the Trust Estate, or upon any equipment or other facility used in the construction, operation or maintenance of the Trust Estate (all of which taxes, assessments and other governmental charges of like nature are referred to as the "Impositions"); provided, however, that if, by law, any such Imposition is payable, or may at the election of the taxpayer be paid in installments, Grantor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

7.2 Evidence of Payment. Unless such Imposition is paid directly by Beneficiary pursuant to Section 8.3 of this Trust Deed, Grantor shall furnish Beneficiary, within thirty (30) days after the date upon which such Imposition is due and payable by Grantor, official receipts of the appropriate taxing authority, or other proof satisfactory to Beneficiary, evidencing the payment thereof. Beneficiary may file with any state or local taxing authority a request to receive notice of any delinquent Impositions.

7.3 Right to Contest. Grantor shall have the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate legal proceedings, but such contest shall not be deemed or construed in any way as relieving, modifying or extending Grantor's covenant to pay any such Imposition at the time and in the manner provided in Section 7.1 of this Trust Deed unless Grantor has given prior written notice to Beneficiary of Grantor's intent to so contest or object to an Imposition, and unless, at Beneficiary's option, (a) Grantor shall demonstrate to Beneficiary's satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Trust Estate, or any part thereof, to satisfy such Imposition prior to final determination of such proceedings; or (b) Grantor shall furnish a good and sufficient undertaking and sureties as may be required or permitted by law to accomplish a stay of such proceedings.

ARTICLE 8 ADDITIONAL COVENANTS

8.1 Payment of Utilities. Grantor shall pay, when due, all utility charges incurred by Grantor for the benefit of the Trust Estate or which may become a charge or lien against the Trust Estate for gas, electricity, water or sewer services furnished to the Trust Estate and all assessments

or charges of a similar nature, whether public or private, affecting the Trust Estate or any portion thereof, whether or not such assessments or charges are liens thereon.

8.2 Defense of Title. Grantor has and shall preserve good and marketable fee title to the Trust Estate free of all liens, claims, charges, security interests, encumbrances, easements or restrictions other than the Permitted Encumbrances. Except as provided otherwise in Section 7.3 of this Trust Deed and with the exception of the Permitted Encumbrances, Grantor shall promptly discharge and remove any lien or security interest which has, or may have, priority over or equality with the lien and security interest created by this Trust Deed. Grantor shall furnish to Beneficiary written notice of any litigation, default, lien, security interest or notice of default affecting the Trust Estate or title thereto, within ten (10) days of initial receipt of notice of such lien, security interest, litigation or default. Grantor shall appear in and defend any action or proceeding purporting to affect the security hereof, the Trust Estate, or the rights or powers of Beneficiary or Trustee. Should Beneficiary elect to appear in or defend any such action or proceeding, Grantor shall pay all costs and expenses, including costs of evidence of title and reasonable attorneys' fees and costs, incurred by Beneficiary or Trustee. Grantor shall, at its cost, do, execute, acknowledge, and deliver all further deeds, conveyances, mortgages, trust deeds, assignments, notices of assignments, security agreements, financing statements, transfers, acts and assurances as Beneficiary shall from time to time require, for the better perfecting, continuing, assuring, granting, conveying, assigning, transferring, and confirming unto Trustee and Beneficiary the lien against the Trust Estate, and all rights hereby granted, conveyed or assigned or intended now or hereafter so to be, or which Grantor may be or may hereafter become bound to grant, convey or assign to Trustee or Beneficiary, or for carrying out the intention or facilitating the performance of the terms of the Note or the other Loan Documents.

8.3 Reserves for Taxes and Insurance. In furtherance of Article 5 and Article 7 of this Trust Deed and anything to the contrary herein notwithstanding, if any Event of Default shall occur and be continuing, and at Beneficiary's written request, Grantor shall deposit with Beneficiary in a non-interest bearing account, on the first day of each month, until the Note is paid in full, an amount equal to one-twelfth of the annual Impositions, as defined in Article 7 of this Trust Deed, as reasonably estimated by Beneficiary to pay the installment of Impositions next due on the Trust Estate, and one-twelfth of the estimated annual aggregate insurance premiums on all policies of insurance required in Article 5 of this Trust Deed. In such event, Grantor shall cause all bills, statements or other documents relating to the Impositions and insurance premiums to be sent to Beneficiary. Providing Grantor has deposited sufficient funds with Beneficiary pursuant to this Section 8.3, Beneficiary shall pay such amounts as may be due thereunder out of the funds so deposited with Beneficiary. If at any time and for any reason the funds deposited with Beneficiary are or will be insufficient to pay such amounts as may then or subsequently be due, Beneficiary shall notify Grantor and Grantor shall, within ten (10) days of such notice, deposit an amount equal to such deficiency with Beneficiary. Nothing contained herein shall cause Beneficiary to be deemed a trustee of such funds deposited with Beneficiary pursuant to this Section 8.3. Beneficiary shall not be obligated to pay any interest on any sums held by Beneficiary pending disbursement or application hereunder, and Beneficiary may impound or reserve for future payment of Impositions and insurance premiums such portion of such payments as Beneficiary may, in Beneficiary's

absolute discretion, deem proper, applying the balance on the principal of or interest on the Obligations secured hereby. Should Grantor fail to deposit with Beneficiary (exclusive of that portion of the payments which has been applied by Beneficiary on the principal of or interest on the Note) sums sufficient to fully pay such Impositions and insurance premiums at least thirty (30) days before delinquency thereof, Beneficiary, at Beneficiary's election, but without any obligation to do so, may advance any amounts required to make up the deficiency, which advances, if any, shall be secured by this Trust Deed and shall bear interest and be repayable to Beneficiary in the manner specified in Section 8.5 of this Trust Deed.

8.4 Performance in Grantor's Stead. Should Grantor fail to make any payment or to do any act as provided in this Trust Deed, then Beneficiary or Trustee, but without any obligation to do so, and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof (Beneficiary or Trustee being authorized to enter upon the Trust Estate for such purposes); (b) commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; or (c) pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be superior to the lien of this Trust Deed; and in exercising any such powers, incur any liability, or expend such reasonable amounts as Beneficiary may deem necessary therefor, including costs of evidence of title, employment of attorneys, and payment of reasonable attorneys' fees and costs. All such amounts expended by either or both Trustee or Beneficiary shall, at the election of Beneficiary, be added to the principal indebtedness secured by this Trust Deed and shall accrue interest in accordance with the terms of the Note. Grantor hereby waives and releases all claims or causes of action which may hereafter arise in favor of Grantor against Beneficiary by reason of any action taken by Beneficiary pursuant to any power or authority granted in this Section 8.4, except for Beneficiary's gross negligence or willful misconduct.

8.5 Repayment of Advances. Grantor shall immediately repay to Beneficiary sums, with interest thereon as provided in the Note, which at any time may be paid or advanced by Beneficiary for the payment of insurance premiums, Impositions, title searches, title reports or abstracts, and any other advances made by Beneficiary which are reasonably necessary or desirable to maintain this Trust Deed as a prior, valid, and subsisting lien upon the Trust Estate, to preserve and protect Beneficiary's interest in this Trust Deed or to preserve, repair, or maintain the Trust Estate. All such advances shall be wholly optional on the part of Beneficiary, and Grantor's obligation to repay the same, with interest, to Beneficiary shall be secured by the lien of this Trust Deed.

8.6 No Removal of Fixtures. Grantor shall not, during the existence of this Trust Deed and without the written consent of Beneficiary, remove from the Real Property or the Improvements, any fixture, structure, or other improvement at any time affixed or constructively affixed to the Real Property or the Improvements or any portion thereof, or any Personalty, except in the ordinary course of Grantor's business.

8.7 Further Assurance. Grantor authorizes Beneficiary to file or record, as appropriate, such further instruments, including without limitation Uniform Commercial Code Financing

Statements and Continuation Statements, and do such further acts as may be necessary or as may be reasonably required by Beneficiary to carry out more effectively the purposes of this Trust Deed and to subject to the lien, security interest and mortgage created or intended to be created hereby any property, rights, or interests covered or intended to be covered by this Trust Deed. Grantor authorizes (to the extent such authorization is valid under applicable law) Beneficiary to file such Uniform Commercial Code Financing Statements and Continuation Statements as Beneficiary may deem necessary in order to perfect, or continue the perfection of, the security interests created by this Trust Deed. Grantor agrees not to change Grantor's name, or its location or state of organization from that set forth in Section 3.3 of this Trust Deed without thirty (30) days prior written notice to Beneficiary.

8.8 Attornment. Grantor shall assign to Beneficiary, as additional security for Grantor's performance of the Obligations, any and all existing or future lease agreements entered into by Grantor, as landlord, which pertain to the Property or the Improvements, or any portion thereof, and all such leases shall contain a covenant on the part of the tenant thereunder, enforceable by Beneficiary, obligating such tenant, upon request of Beneficiary, to attorn to and become a tenant of Beneficiary, or any purchaser from Trustee or through foreclosure of this Trust Deed, for the unexpired term, and subject to the terms and conditions, of such future lease agreements. The assignments of lease shall be in form and content satisfactory to Beneficiary.

8.9 No Further Encumbrances. As an express condition of Beneficiary making the loan secured by this Trust Deed, Grantor shall not, other than with respect to the Permitted Encumbrances, further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the Trust Estate or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of Beneficiary even though such encumbrance may be junior to the encumbrance created by this Trust Deed. Encumbrance of the Trust Estate contrary to the provisions of this Section 8.9 without the express written consent of Beneficiary, shall constitute an Event of Default and at Beneficiary's option, Beneficiary may declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

8.10 Due On Sale or Change of Control. Beneficiary has approved the Loan in material reliance upon the ownership and control of Grantor and the Trust Estate being the same as exists as of the Closing Date. It is acknowledged that any change in such ownership or control of (a) Grantor and/or (b) the Trust Estate (whether direct or indirect and regardless of the percentage interest conveyed) materially affects the financial risks anticipated by Beneficiary in extending the Loan. Accordingly, other than as set forth herein or with the prior written consent of Beneficiary, it is and shall be a default under this Trust Deed, the Note and all of the Loan Documents for there to be any sale, transfer, or conveyance (collectively a "**conveyance**") of any ownership interest or beneficial interest (regardless of the percentage interest conveyed or whether such interest is held as a partner, member, shareholder, beneficiary or otherwise) in: (i) Grantor or in the Trust Estate, or (ii) the operation, management, income, or profits of or fee title to the Trust Estate (whether held directly

or indirectly), or (iii) any entity holding an ownership or beneficial or controlling interest in Grantor or in the Trust Estate or (iv) any entity which through one or more intermediaries holds any ownership interest or beneficial interest, or controlling interest (direct or indirect) in Grantor or the Trust Estate. “**Control**” hereunder means the ability of any person or entity to (1) direct the business operations or voting procedures for any entity, (2) cause the election, selection, or the appointment of entity officers or managers, (3) cause the appointment of the management managing any entity, or (4) cast a majority of the votes in any election or decision making process for any entity, or (5) do any of the foregoing for any intermediary entity holding any ownership or beneficial or majority interest (whether direct or indirect) in Grantor or in the Trust Estate.

If this Section 8.10 is breached, at the option of Beneficiary and without demand or notice, the full Principal Indebtedness of the Note and the other Obligations shall immediately become due and payable to Beneficiary. If Beneficiary elects to accelerate payment of the Principal Indebtedness because of a default under this Section 8.10, and if the Note or any other Loan Document contains a yield maintenance provision or a prepayment fee or prepayment premium, such acceleration shall be deemed to be a “prepayment” of the Principal Indebtedness under the Loan, whether or not the accelerated Loan balance is actually paid at the time of the subject conveyance. At the time the Principal Indebtedness is accelerated by Beneficiary, any prepayment fee or prepayment premium or yield maintenance fee set forth in the Note or other Loan Document shall be immediately due and payable to Beneficiary together with the balance of the unpaid Principal Indebtedness and all unpaid-accrued interest on the Loan.

The foregoing limitations in this Section 8.10 regarding conveyances and control (collectively a “**transfer**”) shall not apply to the following situations: (a) a transfer to which Beneficiary has given its prior written consent or (b) a transfer of Personalty due to obsolescence or ordinary wear and tear or fire or casualty and which is promptly replaced by Grantor with Personalty of equal or greater value, or (c) any transfer by Grantor leasing any portion of the Trust Estate to a tenant which is expressly permitted pursuant to the Loan Agreement, provided, however, Beneficiary holds a security interest in the lease and a subordination and non-disturbance agreement is granted in favor of Beneficiary on a Beneficiary approved form (unless the same is waived or not required pursuant to the Loan Agreement), or (d) where the transfer under applicable state or federal law governing Beneficiary and the Loan (pursuant to either statutory authority or judicial opinion) expressly prohibits the use, exercise or enforcement of said due-on-sale or change-of-control clause in the form set forth in this Section 8.10.

Furthermore, notwithstanding anything to the contrary in this Section 8.10, the following transfers will be permitted without notice to or consent of Lender:

- (a) a transfer of any interests in Grantor owned by Plumb Holdings to Gardner Company and any of the following: Ahlquist Development, L.L.C., an Idaho limited liability company, Weston Arnell and Brad Margetts, provided Gardner Company owns at least sixty percent (60%) of the equity and voting interests in Grantor and further provided Kem C. Gardner (or an entity controlled by him) remains the manager of Grantor;

(b) a transfer of direct and indirect interests in Grantor to any existing members of Grantor or among members of the immediate families of Kem C. Gardner or entities in which the majority ownership and voting interests are owned by Kem C. Gardner, his spouse or lineal descendants, provided such transfer does not (i) result in Grantor no longer being controlled by Kem C. Gardner, and (ii) after giving effect to such transfer, result in Kem C. Gardner or entities in which the majority ownership and voting interests are owned by Kem C. Gardner, his spouse or lineal descendants owning less than sixty percent (60%) of all equity interests and voting interests in Grantor, and further provided Kem C. Gardner (or an entity controlled by him) remains a manager of Grantor;

(c) a transfer of direct and indirect interests of Ahlquist Development, L.L.C. in Grantor among members of the immediate family of J. Thomas Ahlquist or entities in which the majority ownership and voting interests are owned by J. Thomas Ahlquist, his spouse or lineal descendants;

(d) a transfer of direct and indirect interests of Weston Arnell in Grantor among members of the immediate family of Weston Arnell or entities in which the majority ownership and voting interests are owned by Weston Arnell, his spouse or lineal descendants;

(e) a transfer of direct and indirect interests of Brad Margetts in Grantor among members of the immediate family of Brad Margetts or entities in which the majority ownership and voting interests are owned by Brad Margetts, his spouse or lineal descendants; and

(f) a transfer of direct and indirect interests of Plumb Holdings in Grantor among members of the immediate family of Walter J. Plumb, III or Walter J. Plumb, IV, or entities in which the majority ownership and voting interests are owned by Walter J. Plumb, III or Walter J. Plumb, IV, their respective spouse or lineal descendants.

In the event of any conflict among the Loan Agreement or this Trust Deed and any security agreement governing the Collateral for the Loan, the following conflict resolution provision shall apply: (i) if the Collateral is Personalty and does not constitute fixtures and is not part of the Trust Estate, such security agreement governing the Personalty shall control, unless Grantor and Beneficiary agree otherwise; or (ii) if the Collateral constitutes fixtures and is part of the Trust Estate, this Trust Deed shall control, unless Grantor and Beneficiary agree otherwise. In any event, the Loan Agreement shall control over any conflict between this Trust Deed or the security agreement governing the Collateral.

8.11 Evidence of Title. Grantor shall deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may

require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements or endorsements thereto.

8.12 Additional Collateral. If, at any time, the total value of all of the Trust Estate, based on an appraisal acceptable to Beneficiary, is not sufficient to establish a ratio between the total amount of the Obligations then due and owing and the value of all of the Trust Estate equal to or less than one hundred percent (100%), Grantor shall provide Beneficiary with such additional collateral as is necessary so that the total value of all collateral securing Grantor's performance of the Obligations is sufficient to establish a ratio between the total amount of the Obligations then due and owing and the value of all such collateral of no more than one hundred percent (100%).

8.13 Compliance With Laws. Grantor shall comply with all laws, ordinances, regulations, easement agreements, covenants, conditions, and restrictions (including laws relating to hazardous wastes and/or protection of the environment, or species of plants or animals protected by federal, state, local or other law) affecting the Trust Estate. Grantor shall not cause, permit nor suffer any violation of any of the foregoing and shall pay all response costs, fees, or charges of any kind in connection therewith and defend, indemnify, and hold harmless Beneficiary with respect thereto.

8.14 Financial Statements. Grantor shall keep adequate books and records of account of the Trust Estate and its own financial affairs sufficient to permit the preparation of financial statements therefrom general accordance with generally accepted accounting principles consistently applied (i.e., in the same form previously delivered to Beneficiary in connection with the underwriting of the Loan). Beneficiary shall have the right to examine, copy and audit Grantor's records and books of account at all reasonable times and upon prior notice. Grantor shall furnish to Beneficiary copies of its financial statements and other financial information satisfactory to Beneficiary at the time and in the manner provided in the Loan Agreement.

8.15 Inspections. Beneficiary, and its agents, representatives and employees, are authorized, but not obligated, to enter at any reasonable time upon the Real Property for the purpose of inspecting the same, and for the purpose of performing any of the acts it or Grantor is authorized to perform under the terms of this Trust Deed or any other Loan Document.

8.16 No Merger. If the Trust Estate is under any lease or any portion thereof which constitutes a part of the Trust Estate shall at any time become vested in one owner, this Trust Deed and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Trust Deed on the Trust Estate pursuant to the provisions of this Trust Deed, any leases or subleases then existing and created by Grantor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or subtenant.

ARTICLE 9 CONDEMNATION AWARDS

If the Trust Estate or any portion thereof should be taken or damaged by reason of any public improvement or condemnation proceeding, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at Beneficiary's option to commence, appear in, and prosecute in Beneficiary's own name any action or proceeding, and to make any compromise or settlement, in connection with such taking. Grantor shall promptly give notice to Beneficiary of any condemnation proceeding or any taking for public improvement. All such compensation, awards, damages, causes of action, proceeds, or other payments are hereby assigned to Beneficiary, which may, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit or before or after judgment), including reasonable attorneys' fees, incurred by Beneficiary in connection with such compensation, awards, damages, rights of action, proceeds, or other payments, release any and all moneys so received by Beneficiary or apply the same, or any portion thereof, on any of the Obligations (whether or not then due) secured by this Trust Deed, except that if a partial condemnation is not extensive enough to render the Trust Estate unsuitable for its intended purpose, as reasonably determined by Beneficiary, Beneficiary will make the condemnation proceeds available through its customary disbursement procedures to restore the Trust Estate to, as nearly as reasonably possible, the same condition the Trust Estate existed prior to the condemnation. Grantor shall execute and deliver to Beneficiary such further assignments of such compensation, awards, damages, causes of action, proceeds, or other payments as Beneficiary may from time to time require.

ARTICLE 10 ASSIGNMENT OF LEASES, RENTS AND INCOME

10.1 Assignment. Grantor hereby absolutely assigns to Trustee all right, title and interest of Grantor in and to all leases now existing or hereafter entered into by Grantor and demising the whole or any part of the Trust Estate, and does hereby further assign any and all rents, subrents, room rents and any and all other amounts received for the use of portions of the Trust Estate, including the Improvements, and any and all rental agreements, room rental agreements and arrangements now owned or hereafter acquired, and all proceeds from such rents, room rents, subrents and the like covering the Trust Estate or any portion thereof, now or hereafter existing or entered into, together with issues, royalties, income, profits and security deposits of and from the Trust Estate. Unless an Event of Default has occurred and is continuing, Grantor may, under a temporary revocable license granted hereby, collect and use all such rents, subrents, room rents, issues, royalties, income, and profits which become payable prior to default. Upon the occurrence and during the continuance of an Event of Default, Grantor's license to collect and use any of such proceeds shall immediately cease without further action by or on behalf of any party, and Beneficiary shall have the right, with or without taking possession of the Trust Estate, and either in person, by agent, or through a court-appointed receiver (Grantor hereby consents to the appointment of Beneficiary or Beneficiary's designee as such receiver), to sue for or otherwise collect all such rents, subrents, room rents, issues, royalties, income, and profits, including those past due and unpaid. Any sums so collected, after the deduction of all costs and expenses of operation and collection (regardless of the particular nature thereof and whether incurred with or without suit or before or after judgment), including reasonable attorneys' fees, shall be applied toward the payment

of the Obligations. Such right of collection and use of such proceeds by Beneficiary shall obtain both before and after the exercise of the power of sale provisions of this Trust Deed, the foreclosure of this Trust Deed and throughout any period of redemption. The rights granted under this Section 10.1 shall in no way be dependent upon and shall apply without regard to whether all or a portion of the Trust Estate is in danger of being lost, removed, or materially injured, or whether the Trust Estate or any other security is adequate to discharge the obligations secured by this Trust Deed. Beneficiary's failure or discontinuance at any time to collect any of such proceeds shall not in any manner affect the right, power, and authority of Beneficiary thereafter to collect the same. Neither any provision contained herein, nor the Beneficiary's exercise of Beneficiary's right to collect such proceeds, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease, sublease, option, or other interest in the Trust Estate, or an assumption of liability under, or a subordination of the lien or charge of this Trust Deed to, any tenancy, lease, sublease, option, or other interest in the Trust Estate. All tenants, lessees, sublessees and other persons which have any obligation to make any payment to Grantor in connection with the Trust Estate or any portion thereof are hereby authorized and directed to pay the rents, subrents, room rents, issues, royalties, income, and profits payable by them with respect to the Trust Estate, or any part thereof, directly to Beneficiary on the demand of Beneficiary. Beneficiary's receipt of such rents, subrents, room rents, issues, royalties, income, and profits shall be a good and sufficient discharge of the obligation of the tenant, lessee, sublessee, or other person concerned to make the payment connected with the amount so received by the Trustee.

10.2 Application of Payments. If at any time during the term of this Trust Deed Beneficiary receives or obtains a payment, installment, or sum which is less than the entire amount then due under the Note secured by this Trust Deed and under all other instruments further evidencing or securing the Obligations, then Beneficiary shall, except as provided otherwise in the Note and notwithstanding any instructions which may be given by Grantor, have the right to apply such payment, installment, or sum, or any part thereof, to such of the items or obligations then due from Grantor or to Beneficiary as Beneficiary may in Beneficiary's sole discretion determine.

10.3 No Waiver of Rights by Collection of Proceeds. The entering upon and taking possession of the Trust Estate or any portion of the Trust Estate or the collection of rents, subrents, room rents, issues, royalties, income, profits, proceeds of fire and other insurance policies, or compensation or awards for any taking or damaging of the Trust Estate, or the application or release thereof as aforesaid, shall not cure or waive any Event of Default or notice of default hereunder, shall not invalidate any act done pursuant to such notice of default, and shall not operate to postpone or suspend the obligation to make, or have the effect of altering the size of, any scheduled installments provided for in any of the Obligations secured by this Trust Deed.

10.4 Indemnification. Grantor shall indemnify, pay, protect, defend and hold Beneficiary harmless from and against all claims, demands, judgments, liabilities, actions, costs, and fees (including reasonable attorneys' fees) arising from or related to receipt by Beneficiary of the rents, subrents, room rents, issues, royalties, income and profit from the Trust Estate or any portion of the Trust Estate, except those liabilities arising from Beneficiary's breach of the Loan Documents or Beneficiary's own gross negligence and willful misconduct.

10.5 Appointment of Receiver. Upon the occurrence of an Event of Default, Beneficiary shall be entitled to apply at any time to a court having jurisdiction thereof for the appointment of a receiver of the Trust Estate or any part thereof and of all rents, incomes, profits, issues and revenues thereof, from whatever source derived; and thereupon Beneficiary hereby expressly covenants and agrees that the court may forthwith appoint such receiver with the usual powers and duties of receivers in like cases. In order to maintain and preserve the Trust Estate and to prevent waste and impairment of its security, Beneficiary may, at its option, advance monies to the appointed receiver and all such sums advanced shall become secured Obligations and shall bear interest from the date of such advance at the delinquent rate specified in the Note or, if no delinquent rate is specified, then at the Note rate.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default. Fifteen (15) days after written notice from Beneficiary to Grantor for monetary defaults and thirty (30) days after written notice from Beneficiary to Grantor for non-monetary defaults (and if such non-monetary default is not capable of being cured within such thirty (30) day period, Grantor commences cure of such non-monetary default within such thirty (30) day period and is diligently pursuing the cure thereof, then such additional period of time as is reasonably required to effectuate such cure, but in no event shall such cure period exceed sixty (60) days), if such defaults are not cured within such fifteen (15) day or thirty (30) day or longer periods, respectively, each of the following shall constitute an event of default under this Trust Deed (an “Event of Default”):

11.1.1 Failure to Make Payment. If Grantor shall fail to make any payment due and payable under the terms of the Note, this Trust Deed, or any other Loan Document.

11.1.2 Non-Monetary Default. Except as provided otherwise in Section 11.1.1 of this Trust Deed, Grantor’s failure to observe and perform any of the terms, covenants, or conditions to be observed or performed in the Note, this Trust Deed or any other Loan Document.

11.1.3 Loan Agreement. Any Event of Default occurs under the Loan Agreement.

11.1.4 False Warranty. Any material representation or warranty of Grantor contained in the Note, this Trust Deed or any other Loan Document was untrue when made.

11.1.5 Insolvency, Etc. If (a) Grantor commences any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of Grantor or Grantor’s debts under any law relating to bankruptcy, reorganization, or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for Grantor or for all or any substantial part of Grantor’s property; (b) any guarantor of the Note commences any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of such guarantor or such guarantor’s debts under any law relating to bankruptcy, reorganization, or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for such guarantor or for any substantial part of such guarantor’s

property; or (c) any such case, proceeding, or other action is commenced against either Grantor or any guarantor of the Note.

11.1.6 Failure to Pay Debts. Grantor fails to pay Grantor's debts as they become due, admits in writing Grantor's inability to pay Grantor's debts, or makes a general assignment for the benefit of creditors.

11.1.7 Failure to Perform Other Obligations. A default by Grantor under the terms of any other promissory note, deed of trust, security agreement, undertaking or arrangement between Grantor and Beneficiary now existing or entered into hereafter.

11.1.8 Cross Default. A default by Grantor under any other agreement or arrangement between the parties to the Note now existing or entered into hereafter.

11.2 Acceleration; Notice. Time is of the essence hereof. Upon the occurrence and during the continuance of any Event of Default under this Trust Deed, at Beneficiary's option and in addition to any other remedy Beneficiary may have under the Note, Beneficiary may declare all sums secured hereby immediately due and payable and elect to have the Trust Estate sold in the manner provided herein. In the event Beneficiary elects to sell the Trust Estate, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause the Trust Estate to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in the office of the County Recorder of the County wherein the Trust Estate is located. Beneficiary shall also deposit with Trustee the Note and all documents evidencing expenditures secured by this Trust Deed.

11.3 Exercise of Power of Sale. Upon the occurrence and during the continuance of an Event of Default and after the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Grantor, shall sell the Trust Estate on the date and at the time and place designated in the notice of sale, either as a whole or in separate parcels, and in such order as Beneficiary may determine (but subject to any statutory right of Grantor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause deemed expedient and in accordance with applicable law, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than thirty (30) days beyond the day designated in the notice of sale, notice of the time, date and place of sale shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser a Trustee's Deed conveying the Property so sold, but without any covenant of warranty, express or implied. The recitals in the Trustee's Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (a) the costs and expenses of exercising the power of sale and of the sale, including the payment of Trustee's and attorney's fees

and costs; (b) cost of any evidence of title procured in connection with such sale; (c) all sums expended under the terms hereof in conjunction with any default provision hereunder, not then repaid, with accrued interest at the rate then provided for in the Note; (d) all sums then secured by this Trust Deed, including interest and principal on the Note; and (e) the remainder, if any, to the person or persons legally entitled thereto, or Trustee, in Trustee's discretion, may deposit the balance of such proceeds with the County Clerk of the County wherein the Trust Estate is located.

11.4 Surrender of Possession. Grantor shall surrender possession of the Trust Estate to the purchaser immediately after the sale of the Trust Estate as provided in Section 11.3 of this Trust Deed, in the event such possession has not previously been surrendered by Grantor.

11.5 UCC Remedies. Notwithstanding anything to the contrary in Sections 11.3 and 11.4 of this Trust Deed, Beneficiary, with regard to all Personalty, including fixtures, chattels, equipment, inventory, and personal property, conveyed to Trustee under Section 1.2 of this Trust Deed, shall have the right upon the occurrence and during the continuance of an Event of Default to exercise, from time to time, any and all rights and remedies available to Beneficiary, as a secured party under the Utah or Idaho Uniform Commercial Code, as applicable, and any and all rights and remedies available to Beneficiary under any other applicable law. Upon written demand from Beneficiary upon the occurrence and during the continuance of an Event of Default, Grantor shall, at Grantor's expense, assemble such fixtures, chattels, equipment, inventory, and personal property and make them available to Beneficiary at a reasonably convenient place designated by Beneficiary. Upon the occurrence and during the continuance of an Event of Default, Beneficiary shall have the right to enter upon any premises where the Personalty or records pertaining to the Personalty may be and take possession of the Personalty and records relating to the Personalty. Upon the occurrence and during the continuance of an Event of Default, Beneficiary may sell, lease or otherwise dispose of any or all of the Personalty and, after deducting the reasonable costs and out-of-pocket expenses incurred by Beneficiary, including, without limitation, (a) reasonable attorneys' fees and legal expenses, (b) transportation and storage costs, (c) advertising of sale of the Personalty, (d) sale commissions, (e) sales tax, (f) costs for improving or repairing the Personalty, (g) costs for preservation and protection of the Personalty, apply the remainder to pay, or to hold as a reserve against, the Obligations, and (h) pay any excess amounts to persons legally entitled thereto.

11.6 Foreclosure as a Mortgage. If an Event of Default occurs and is continuing hereunder, Beneficiary shall have the option to foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including reasonable attorneys' fees and costs in such amounts as shall be fixed by the court.

11.7 Receiver. If an Event of Default occurs and is continuing, Beneficiary, as a matter of right and without regard to the interest of Grantor therein, shall have the right upon notice to Grantor to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate and Grantor hereby irrevocably consents to such appointment. Any such receiver or receivers shall have all the usual powers and duties of a receiver and shall continue as such and exercise all such

powers until completion of the sale of the Trust Estate or the foreclosure proceeding, unless the receivership is sooner terminated.

11.8 No Remedy Exclusive. No remedy conferred upon or reserved to Beneficiary under this Trust Deed shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Trust Deed or any other Loan Document, or now or hereafter existing at law or in equity or by statute.

11.9 Rights upon Default. In making the Loan, Beneficiary has relied upon the rights available to Beneficiary under this Trust Deed upon the occurrence and during the continuance of an Event of Default, including, but not limited to, the rights to accelerate the payment of any and all amounts secured by this Trust Deed, to sell the Property encumbered by this Trust Deed pursuant to the power of sale granted hereunder, the right to foreclose this Trust Deed as a mortgage, and the right to have a receiver appointed.

ARTICLE 12 GENERAL PROVISIONS

12.1 Notices. All notices shall be in writing and shall be deemed to have been sufficiently given or served when personally delivered, deposited in the United States mail, by registered or certified mail, or deposited with a reputable overnight mail carrier which provides delivery of such mail to be traced, addressed as follows:

Beneficiary:	Zions First National Bank Real Estate Banking Group One South Main Street, Suite 470 Salt Lake City, Utah 84133 Attn: Jeffrey A. Holt
Trustee:	First American Title and Escrow Company 9465 West Emerald Street, Suite 260 Boise, Idaho 83704
With copies to:	Callister Nebeker & McCullough Zions Bank Building 10 East South Temple, Suite 900 Salt Lake City, Utah 84133 Attn: Lynda Cook
Grantor:	Gardner Mace Ranch, L.C. 90 South 400 West, Suite 360 Salt Lake City, Utah 84101 Attn: Kem C. Gardner

With copies to:

Parr Brown Gee & Loveless
185 South State Street, Suite 800
Salt Lake City, Utah 84111
Attn: David E. Gee

Such addresses may be changed by notice to the other party given in the same manner provided in this Section 12.1.

12.2 Severability. If any provision of this Trust Deed shall be held or deemed to be or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions contained in this Trust Deed or render the same invalid, inoperative, or unenforceable to any extent whatever.

12.3 Amendments, Changes, and Modifications. This Trust Deed may not be amended, changed, modified, altered, or terminated except by written agreement of Grantor and Beneficiary.

12.4 Governing Law. This Trust Deed shall be governed exclusively by and construed in accordance with the applicable laws of the State of Utah. Notwithstanding the foregoing, the laws of the State of Idaho shall govern matters arising hereunder concerning the procedures for the exercise of remedies against the Property and enforcement of the Trust Deed.

12.5 Jurisdiction. Grantor acknowledges that by execution and delivery of this Trust Deed, Grantor has transacted business in the State of Utah and Grantor hereby voluntarily submits to, consents to, and waives any defense to the jurisdiction of courts located in the State of Utah as to all matters relating to or arising from this Trust Deed, with the exception of any foreclosure proceeding concerning property located in the State of Idaho.

12.6 Interpretation. Whenever the context shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The section headings contained in this Trust Deed are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions hereof.

12.7 Binding Effect. This Trust Deed shall be binding upon Grantor and Grantor's successors and assigns. This Trust Deed shall inure to the benefit of Beneficiary, and Beneficiary's successors and assigns, and the holders of any of the Obligations secured hereby.

12.8 Waivers. No delay or failure to exercise any right or power accruing upon any Event of Default, including Beneficiary requiring strict performance by Grantor of any undertakings, agreements, or covenants contained in this Trust Deed, shall impair any such right or power or shall be construed to be a waiver thereof, including the right to demand strict compliance and performance, but any such right and power may be exercised from time to time and as often as may be deemed expedient. Any waiver by Beneficiary of any Event of Default under this Trust Deed shall not waive or affect any other Event of Default hereunder, whether such Event of Default is

prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, or covenants of Grantor under this Trust Deed, shall be deemed to have been waived by Beneficiary, unless such waiver is evidenced by an instrument in writing signed by an officer of Beneficiary and directed to Grantor specifying such waiver.

12.9 Successor Trustee. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of the county wherein the Property is located, a substitution of trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all the powers, duties, authority and title of Trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made in the manner provided by law.

12.10 Joint and Several Liability. All obligations of Grantor under this Trust Deed, if more than one party, are joint and several as between them. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the Note secured by this Trust Deed.

12.11 Acceptance of Trust. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of any pending sale under any other deed of trust or any action or proceeding in which Grantor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

12.12 Attorneys' Fees and Expenses. Grantor agrees to reimburse Beneficiary for any reasonable attorneys' fees and costs actually incurred by Beneficiary with respect to any bankruptcy or insolvency proceeding, or other action involving Grantor or any guarantor as a debtor. Grantor additionally agrees to pay all reasonable costs and out-of-pocket expenses, including, without limitation, (a) reasonable attorneys' fees and legal expenses, (b) transportation and storage costs, (c) advertising of sale of the Trust Estate, (d) sale commissions, (e) sales tax, (f) costs for improving or repairing the Trust Estate, and (g) costs for preservation and protection of the Trust Estate, incurred by Beneficiary in obtaining possession of Trust Estate, storage and preparation for sale, sale or other disposition, and otherwise incurred in foreclosing upon the Trust Estate. Any and all such costs and out-of-pocket expenses shall be payable by Grantor upon demand, together with interest thereon from the date of the advance until repaid, both before and after judgment, at the rate provided in the Note.

Regardless of any breach or default, Grantor agrees to pay all expenses, including reasonable attorneys' fees and legal expenses, incurred by Beneficiary in any bankruptcy proceedings of any type involving Grantor, the Trust Estate, or this Trust Deed, including, without limitation, expenses incurred in modifying or lifting the automatic stay, determining adequate protection, use of cash collateral, or relating to any plan of reorganization.

12.13 Request for Notice. Grantor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Grantor at the address for Grantor specified in Section 12.1 of this Trust Deed.

12.14 Release. In recognition of Beneficiary's right to have all its attorneys fees and expenses incurred in connection with this Trust Deed secured by the Trust Estate, notwithstanding payment in full of the obligations secured by the Trust Estate, Beneficiary shall not be required to release, reconvey, or terminate any security interest or lien in or on the Trust Estate unless and until Grantor and all guarantors have executed and delivered to Beneficiary a release with respect to all claims against Beneficiary, its officers, employees, and agents arising in connection with the Loan, in form and substance satisfactory to Beneficiary. Grantor acknowledges and agrees that this Trust Deed secures the Loan, and no release of this Trust Deed shall be given unless and until the Loan has been paid in full.

12.15 Limitation on Damages. Beneficiary and its officers, directors, employees, representatives, agents, and attorneys, shall not be liable to Grantor or any Guarantor for consequential, special, or other non-compensatory damages arising from or relating to any breach of contract, tort, or other wrong in connection with or relating to this Trust Deed or the Trust Estate regardless of whether Beneficiary may have been advised of the possibility of such damages.

12.16 Preferential Transfers. If the incurring of any debt by Grantor or the payment of any money or transfer of property to Beneficiary by or on behalf of Grantor or any Guarantor should for any reason subsequently be determined to be "voidable" or "avoidable" in whole or in part within the meaning of any state or federal law (collectively "voidable transfers"), including, without limitation, fraudulent conveyances or preferential transfers under the United States Bankruptcy Code or any other federal or state law, and Beneficiary is required to repay or restore any voidable transfers or the amount or any portion thereof, or upon the advice of Beneficiary's counsel is advised to do so, then, as to any such amount or property repaid or restored, including all reasonable costs, expenses, and attorneys' fees of Beneficiary related thereto, the liability of Grantor and Guarantor, and each of them, and this Trust Deed, shall automatically be revived, reinstated and restored and shall exist as though the voidable transfers had never been made.

12.17 Survival. All agreements, representations, warranties and covenants made by Grantor shall survive the execution and delivery of this Trust Deed, the filing and consummation of any bankruptcy proceedings, and shall continue in effect so long as any obligation to Beneficiary contemplated by this Trust Deed is outstanding and unpaid, notwithstanding any termination of this Trust Deed. All agreements, representations, warranties and covenants in this Trust Deed shall run with the land, shall bind the party making the same and its heirs and successors, and shall be to the benefit of and be enforceable by each party for whom made and their respective heirs, successors and assigns.

12.18 Reconveyance. Upon the payment in full of all sums and performances of all obligations secured by this Trust Deed, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Trust Deed and all notes evidencing indebtedness secured by this Trust Deed to Trustee. Grantor shall pay Trustee's fees and any other sums owing to it under this Trust Deed. Upon such request, Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay any and all costs of recordation, and Trustee's fees associated with the reconveyance, if any. The recitals in such reconveyance of any

matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

12.19 Performance Under Trust Deed. Without affecting the liability of Grantor or of any other person who is or shall become bound by the terms of this Trust Deed or who is or shall become liable for the performance of any obligation secured hereby, Beneficiary may, in such manner, upon such terms, and at such times as it deems best, and without notice or demand, release any party now or hereafter liable for the performance of any such obligation, extend the time for such performance, accept additional security therefor, and alter, substitute, or release any property securing such performance. No exercise or non-exercise by Trustee or Beneficiary of any of its rights under this Trust Deed, no dealing by Trustee or Beneficiary with any person, firm, or corporation, and no change, impairment, loss, or suspension of any right or remedy of Trustee or Beneficiary shall in any way affect any of the obligations of Grantor hereunder, or any security furnished by Grantor, or give Grantor any recourse against Trustee or Beneficiary.

12.20 Inconsistency Between Trust Deed and Loan Agreement. In the event there is any inconsistency between the provisions of this Trust Deed and the Loan Agreement, the provisions contained in the Loan Agreement shall govern.

12.21 Defined Terms. Unless otherwise defined in this Trust Deed, capitalized terms used herein have the meanings given them in the Loan Agreement.

12.22 Recitals Incorporated. The Recitals to this Trust Deed are incorporated into this Trust Deed by this reference.

12.23 Integrated Agreement and Subsequent Amendment. The Loan Documents, the Note, and the other agreements, documents, obligations, and transactions contemplated by this Trust Deed, constitute the entire agreement between Beneficiary and Grantor with respect to the subject matter of these agreements, and may not be altered or amended except by written agreement signed by Beneficiary and Grantor. PURSUANT TO UTAH CODE SECTION 25-5-4, GRANTOR IS NOTIFIED THAT THESE AGREEMENTS ARE A FINAL EXPRESSION OF THE AGREEMENTS BETWEEN BENEFICIARY AND GRANTOR AND THESE AGREEMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENT.

All prior and contemporaneous agreements, arrangements and understandings between the parties to this Trust Deed as to the subject matter of this Trust Deed, are, except as otherwise expressly provided in this Trust Deed, rescinded.

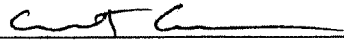
12.24 Counterparts. This Trust Deed may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, but all of which taken together shall constitute only one agreement. The production of any executed counterpart of this Trust Deed shall be sufficient for all purposes without producing or accounting for any other counterpart. Copies of this Trust Deed, and fax signatures thereon, shall have the same force, effect and legal status as an original.

DATED: February 19, 2013.

GRANTOR

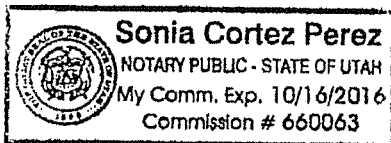
GARDNER MACE RANCH, L.C.,
a Utah limited liability company

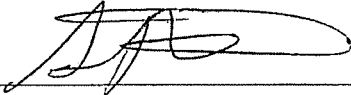
By: KC Gardner Company, L.C.,
a Utah limited liability company, Manager

By: 
~~Kem C.~~ Gardner, Manager
Kristian K.

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

~~Kristian~~ The foregoing instrument was acknowledged before me this 19 day of February, 2013, by
~~Kem C.~~ Gardner, Manager of KC Gardner Company, L.C., a Utah limited liability company,
Manager of Gardner Mace Ranch, L.C., a Utah limited liability company.




NOTARY PUBLIC
Residing in DALLS County, Utah

CONSENT TO TRUST DEED

The undersigned hereby acknowledges and consents to the foregoing Term Loan Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") executed by Gardner Mace Ranch, L.C., a Utah limited liability company (the "Borrower"). The undersigned is executing this Consent to Trust Deed solely for the purpose of acknowledging the lien on real property owned by the Borrower. This Consent to Trust Deed does not in any way subordinate the undersigned's interest in any real property to the lien of the Deed of Trust, nor create a lien on the undersigned's interest in any real property.

Maxine E. Mace

MAXINE E. MACE, Individually

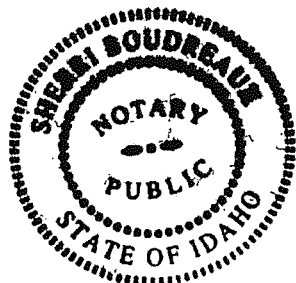
STATE OF IDAHO)

: ss.

COUNTY OF ADA)

On this 19th day of February, in the year of 2013, before me, Sherri Boudreaux, a Notary Public, personally appeared Maxine E. Mace, known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

(Seal)



Sherri Boudreaux

Notary Public

Printed Name: Sherri Boudreaux

Commission Expires: 6/26/2018

EXHIBIT A
REAL PROPERTY DESCRIPTION

The real property located in Ada County, State of Idaho, and more particularly described as follows:

(See Attached)

PARCEL I:

A PORTION OF THE NORTH HALF OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE BOISE MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE BOISE MERIDIAN AND RUNNING THENCE
NORTH 89°51'13" WEST 2665.59 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION;
THENCE
NORTH 1°11'45" EAST 377.81 FEET ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION TO THE PROPERTY LINE AGREED UPON BY WARREN AND MACE AS SHOWN ON RECORD OF SURVEY NO. 306 AND RECORDED AS INSTRUMENT NO. 8151134, RECORDS OF ADA COUNTY, IDAHO (SAID POINT ALSO BEING THE POINT OF BEGINNING); THENCE
NORTH 84°27'59" EAST 45.70 FEET ALONG SAID PROPERTY LINE; THENCE
NORTH 1°11'45" EAST 914.86 FEET; THENCE
SOUTH 88°02'37" WEST 320.34 FEET; THENCE
SOUTH 12°42'09" WEST 168.79 FEET; THENCE
SOUTH 1°11'45" WEST 773.56 FEET TO SAID PROPERTY LINE; THENCE
NORTH 84°27'59" EAST 310.27 FEET ALONG SAID PROPERTY LINE TO THE POINT OF BEGINNING.

PARCEL II

A PORTION OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, ADA COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FOR SECTIONS 7, 8, 17 AND 18, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN; THENCE
EAST 20.00 CHAINS; THENCE
SOUTH 2.90 CHAINS; THENCE
SOUTH 64°15' EAST 6.40 CHAINS; THENCE
SOUTH 88°45' EAST 5.50 CHAINS; THENCE
SOUTH 75°45' EAST 6.00 CHAINS; THENCE
NORTH 69°45' EAST 2.00 CHAINS; THENCE
SOUTH 62°30' EAST 1.97 CHAINS; THENCE
SOUTH 16°45' EAST 2.10 CHAINS; THENCE
SOUTH 67°23' EAST 3.52 CHAINS; THENCE
NORTH 0.39 CHAINS; THENCE
SOUTH 89°00' EAST 2.78 CHAINS; THENCE
NORTH 77°15' EAST 5.48 CHAINS; THENCE
SOUTH 86°15' EAST 6.49 CHAINS; THENCE
NORTH 68°30' EAST 2.40 CHAINS; THENCE
NORTH 57°15' EAST 1.55 CHAINS TO THE MOST WESTERLY CORNER OF THE J.M. EVANS TRACT; THENCE
SOUTH 43°55' EAST 25.35 CHAINS TO A POINT ON LINE BETWEEN SECTIONS 16 AND 17, 28.73 CHAINS SOUTH OF THE CORNER FOR SECTIONS 8, 9, 16 AND 17; THENCE SOUTH TO A POINT ON LINE BETWEEN THE SAID SECTIONS 16 AND 17, 10.19 CHAINS NORTH OF THE QUARTER SECTION CORNER FOR SECTIONS 16 AND 17 AFORESAID; THENCE, FOR THE SOUTH BOUNDARY, ALONG AND UPON A LINE FENCE BUILT UPON A LINE SURVEYED, DESCRIBED AS FOLLOWS:
NORTH 82°21' WEST 10.91 CHAINS; THENCE
SOUTH 68°11' WEST 4.46 CHAINS; THENCE
SOUTH 79°06' WEST 22.56 CHAINS; THENCE

SOUTH 83°08' WEST 8.00 CHAINS; THENCE
SOUTH 81°09' WEST 7.00 CHAINS; THENCE
NORTH 87°06' WEST 12.67 CHAINS; THENCE
SOUTH 85°21' WEST 5.40 CHAINS; THENCE
SOUTH 37°14' WEST 8.17 CHAINS; THENCE
SOUTH 74°55' WEST 9.06 CHAINS TO A POINT ON LINE BETWEEN SECTIONS 17 AND 18, 2.00
CHAINS SOUTH OF QUARTER CORNER FOR THE SAID SECTIONS 17 AND 18; THENCE NORTH
ON LINE BETWEEN SECTIONS 17 AND 18 TO THE CORNER FOR SECTIONS 7, 8, 17 AND 18,
THE PLACE OF BEGINNING, SITUATED AND BEING LOTS 3 AND 4, AND PARTS OF THE NORTH
HALF OF THE NORTHWEST QUARTER, AND OF LOTS 1 AND 2, ALL IN SECTION 17, TOWNSHIP
4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO.

AND INCLUDING THE FOLLOWING PARCEL:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING SOUTHERLY OF THE
SOUTHERLY MEAN HIGH WATER LINE OF THE BOISE RIVER AS DETERMINED ON SEPTEMBER
10, 1982:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16 AND 17, TOWNSHIP
4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, AND RUNNING THENCE
SOUTH ALONG THE SECTION LINE COMMON TO SECTIONS 16 AND 17, TOWNSHIP 4 NORTH,
RANGE 1 EAST, BOISE MERIDIAN, 480.70 FEET; THENCE
NORTH 75°50' WEST 34.04 FEET TO THE REAL POINT OF BEGINNING; THENCE
NORTH 75°50' WEST 1635.13 FEET; THENCE
SOUTH 3°08' EAST 700.85 FEET; THENCE
SOUTH 86°15' EAST 188.65 FEET; THENCE
NORTH 68°30' EAST 158.40 FEET; THENCE
NORTH 57°15' EAST 316.80 FEET; THENCE
SOUTH 85°30' EAST 330.00 FEET; THENCE
SOUTH 82°45' EAST 396.00 FEET; THENCE
NORTH 67°00' EAST 191.40 FEET; THENCE
SOUTH 75°50' EAST 48.46 FEET; THENCE
NORTH ALONG A LINE PARALLEL TO THE SECTION LINE COMMON TO SECTIONS 16 AND 17,
TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, 95.48 FEET TO THE REAL POINT OF
BEGINNING.

AND INCLUDING THE FOLLOWING PARCEL:

PARCEL NO. 9 AS IDENTIFIED ON SHEET 3 OF RECORD OF SURVEY NO. 425, INSTRUMENT NO
8251977, RECORDS OF ADA COUNTY, IDAHO, WHICH HEREBY MADE A PART OF THIS
DESCRIPTION BY REFERENCE.

A PARCEL OF LAND SITUATE IN THE EAST ONE HALF OF SECTION 17, TOWNSHIP 4 NORTH,
RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE EAST QUARTER SECTION CORNER MARKED BY A FOUND 5/8 INCH IRON
PIPE, THE POINT OF TRUE BEGINNING; THENCE ALONG THE EAST LINE OF SAID SECTION 17
SOUTH 00°00'00" WEST 92.56 FEET TO A POINT; THENCE
NORTH 46°50'50" WEST 40.60 FEET TO A FOUND 5/8 INCH IRON PIPE IN A FENCE LINE
BEARING NORTHWESTERLY, MARKING THE LINE OF APPARENT POSSESSION; THENCE ALONG
SAID LINE THE FOLLOWING COURSES AND DISTANCES:
NORTH 46°50'50" WEST 392.27 FEET TO A POINT;

C

NORTH 37°50'02" WEST 382.01 FEET TO THE POINT OF INTERSECTION WITH THE 1867 SOUTHERLY MEANDER LINE OF THE BOISE RIVER; THENCE ALONG SAID LINE SOUTH 88°41'25" EAST (FORMERLY SOUTH 88°30' EAST) 550.25 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 17; THENCE ALONG SAID EAST LINE SOUTH 00°00'00" WEST 492.63 FEET TO THE POINT OF TRUE BEGINNING.

AND INCLUDING THE FOLLOWING PARCEL:

A PARCEL OF LAND SITUATE IN THE NORTHEAST ONE QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER SECTION CORNER OF SAID SECTION 17, MARKED WITH A FOUND BRASS CAP; THENCE SOUTH 40°02'22" EAST 903.74 FEET TO THE POINT OF INTERSECTION OF SOUTHERLY MEAN HIGH WATER LINE OF THE BOISE RIVER, AS DETERMINED ON SEPTEMBER 10, 1982, AND THE NORTHERLY DEED LINE OF THE LEONARD C. MACE PROPERTY, THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY MEAN HIGH WATER LINE THE FOLLOWING COURSES AND DISTANCES:

NORTH 69°11'27" EAST 259.05 FEET TO A POINT;

NORTH 87°45'57" EAST 259.64 FEET TO A POINT;

SOUTH 82°55'11" EAST 208.09 FEET TO A POINT;

SOUTH 69°59'20" EAST 38.35 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY DEED LINE OF THE LEONARD C. MACE PROPERTY; THENCE ALONG SAID DEED LINE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 68°30' WEST 126.52 FEET TO A POINT;

NORTH 86°15' WEST 428.34 FEET TO A POINT;

SOUTH 77°15' WEST 204.02 FEET TO THE TRUE POINT OF BEGINNING.

AND INCLUDING THE FOLLOWING PARCEL:

A PARCEL OF LAND SITUATE IN THE NORTHEAST ONE QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER SECTION CORNER OF SAID SECTION 17, MARKED WITH A FOUND BRASS CAP; THENCE SOUTH 02°16'22" EAST 646.92 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY MEAN HIGH WATER LINE OF THE BOISE RIVER, AS DETERMINED ON SEPTEMBER 10, 1982, AND THE NORTHERLY DEED LINE OF THE LEONARD C. MACE PROPERTY, THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY MEAN HIGH WATER LINE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 77°32'36" EAST 358.19 FEET TO A POINT;

NORTH 82°22'21" EAST 162.09 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY DEED LINE OF THE LEONARD C. MACE PROPERTY; THENCE ALONG SAID DEED LINE THE FOLLOWING COURSES AND DISTANCES:

SOUTH 77°15' WEST 111.19 FEET TO A POINT;

NORTH 89°00' WEST 183.48 FEET TO A POINT;

SOUTH 0°00' WEST 25.74 FEET TO A POINT;

NORTH 67°23' WEST 232.32 FEET TO A POINT;

NORTH 16°45' WEST 14.08 FEET TO THE TRUE POINT OF BEGINNING.

AND INCLUDING THE FOLOWING PARCEL:

A PARCEL OF LAND SITUATE IN SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER SECTION CORNER, MARKED BY A SET BRASS CAP, THE TRUE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF SAID SECTION 17 NORTH 00°36'05" EAST 115.26 FEET TO THE POINT OF INTERSECTION WITH THE 1867 NORTHERLY MEANDER LINE OF THE BOISE RIVER; THENCE ALONG SAID MEANDER LINE, THE FOLLOWING RECORDED COURSES AND DISTANCES:

NORTH 78°30' EAST 433.95 FEET (FORMERLY 6.6 CHAINS OR 435.60 FEET) TO A POINT;
NORTH 41° EAST 10 CHAINS (OR 660.00 FEET) TO A POINT;
SOUTH 77° EAST 5.5 CHAINS (OR 363.00 FEET) TO A POINT;
NORTH 83°30' EAST 19 CHAINS (OR 1254 FEET) TO A POINT;
NORTH 46°30' EAST 6.2 CHAINS (OR 409.20 FEET) TO A POINT;
SOUTH 90°00' EAST 1720.31 FEET TO A POINT (FORMERLY SOUTH 90° EAST) 24 CHAINS (1584 FEET) TO A POINT;

NORTH 68° EAST A CALCULATED DISTANCE OF 260.49 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY MEAN HIGH WATER LINE AS DETERMINED ON SEPTEMBER 10, 1982;
THENCE ALONG SAID LINE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 19°18'08" EAST 212.68 FEET TO A POINT;
SOUTH 44°29'06" EAST 309.11 FEET TO A POINT;
SOUTH 72°35'09" EAST 163.75 FEET TO A POINT;
SOUTH 83°59'21" EAST 216.97 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 17;
THENCE ALONG SAID LINE

SOUTH 0°00'00" WEST 76.98 FEET TO THE POINT OF INTERSECTION WITH THE 1867 SOUTHERLY MEANDER LINE OF THE BOISE RIVER; THENCE ALONG SAID MEANDER LINE NORTH 88°41'25" WEST (FORMERLY NORTH 88°30' WEST) 550.25 FEET TO THE POINT OF INTERSECTION WITH THE LINE OF APPARENT POSSESSION; THENCE ALONG SAID POSSESSION LINE THE FOLLOWING COURSES AND DISTANCES:

NORTH 39°24'44" WEST 27.25 FEET TO A POINT;
NORTH 54°00'31" WEST 205.80 FEET TO A POINT;
SOUTH 80°31'15" WEST 1659.79 FEET (FORMERLY SOUTH 80°31'09" WEST, 1659.98 FEET) TO A POINT;

SOUTH 83°32'56" WEST (FORMERLY SOUTH 83°31'56" WEST) 922.50 FEET TO A POINT;
NORTH 86°13'46" WEST 249.12 FEET TO THE POINT OF INTERSECTION OF THE 1867 SOUTHERLY MEANDER LINE OF THE BOISE RIVER; THENCE ALONG SAID LINE, THE FOLLOWING COURSES AND DISTANCES:

NORTH 77°00' WEST 500.36 FEET TO A POINT;
SOUTH 87°39'35" WEST 386.88 FEET TO THE POINT OF INTERSECTION WITH THE LINE OF APPARENT POSSESSION; THENCE ALONG SAID LINE THE FOLLOWING COURSES AND DISTANCES:

NORTH 84°52'29" WEST 40.05 FEET TO A POINT;
SOUTH 34°16'07" WEST 338.72 FEET TO A POINT;
SOUTH 42°47'01" WEST 110.81 FEET TO THE POINT OF INTERSECTION WITH THE 1867 SOUTHERLY MEANDER LINE OF THE BOISE RIVER; THENCE ALONG SAID LINE SOUTH 70°38'02" WEST 496.77 FEET TO THE POINT OF INTERSECTION WITH THE LINE OF APPARENT POSSESSION; THENCE ALONG SAID LINE, THE FOLLOWING COURSES AND DISTANCES:

NORTH 87°15'56" WEST 48.42 FEET TO A POINT;
SOUTH 89°32'01" WEST 145.33 FEET TO THE POINT OF INTERSECTION WITH A NORTH/SOUTH FENCE LINE MARKING THE WEST LINE OF SAID SECTION 17; THENCE ALONG SAID FENCE LINE NORTH 00°31'72" EAST 73.32 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE
WEST 432.3 FEET; THENCE
SOUTH 300 FEET; THENCE
EAST 432.3 FEET PARALLEL TO THE NORTH BOUNDARY; THENCE
NORTH 300 FEET PARALLEL TO THE WEST BOUNDARY, TO THE REAL POINT OF BEGINNING.

EXCEPTING ANY PORTION LYING WITHIN CHANNEL CENTER SUBDIVISION, ACCORDING TO THE PLAT THEREOF, FILED IN BOOK 73 OF PLATS AT PAGES 7602 AND 7603, RECORDS OF ADA COUNTY, IDAHO.

EXCEPT ANY PORTION CONVEYED TO THE STATE OF IDAHO ON SEPTEMBER 28, 1994, AS INSTRUMENT NOS. 94087326, 94087327 AND ON MAY 22, 1995, AS INSTRUMENT NO. 95034589 AND AMENDED BY AFFIDAVIT RECORDED JUNE 1, 1999, AS INSTRUMENT NO. 99054882.

EXCEPT ANY PORTION CONVEYED TO THE STATE OF IDAHO IN SECOND JUDGMENT AND DECREE OF CONDEMNATION, RECORDED SEPTEMBER 10, 1998, AS INSTRUMENT NO. 98086864.

FURTHER EXCEPTING THEREFROM:

A PORTION OF THE NORTH HALF OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE BOISE MERIDIAN, ADA COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE BOISE MERIDIAN, ADA COUNTY, IDAHO, AND RUNNING THENCE
NORTH 89°51'13" WEST 2665.59 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION;
THENCE
NORTH 1°11'45" EAST 377.81 FEET ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION TO THE PROPERTY LINE AGREED UPON BY WARREN AND MACE AS SHOWN ON RECORD OF SURVEY NO. 306 AND RECORDED AS INSTRUMENT NO. 8151134, RECORDS OF ADA COUNTY, IDAHO (SAID POINT ALSO BEING THE POINT OF BEGINNING); THENCE
NORTH 84°27'59" EAST 45.70 FEET ALONG SAID PROPERTY LINE; THENCE
NORTH 1°11'45" EAST 914.86 FEET; THENCE
SOUTH 88°02'37" WEST 320.34 FEET; THENCE
SOUTH 12°42'09" WEST 168.79 FEET; THENCE
SOUTH 1°11'45" WEST 773.56 FEET TO SAID PROPERTY LINE; THENCE
NORTH 84°27'59" EAST 310.27 FEET ALONG SAID PROPERTY LINE TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION IN SECTION 17, LYING SOUTHERLY OF MACE ROAD.

EXCEPT ANY PORTION LYING WITHIN THE LAND DESCRIBED IN QUITCLAIM DEED RECORDED AUGUST 11, 1998, AS INSTRUMENT NO. 98076971 FROM MAXINE E. MACE, PERSONAL REPRESENTATIVE OF THE ESTATE OF LEONARD C. MACE, AND MAXINE E. MACE, A WIDOW.

EXCEPT ANY PORTION LYING WITHIN THE LAND DESCRIBED IN WARRANTY DEED, TO

STEPHEN C. RAMBO AND SHELLEY L. RAMBO, HUSBAND AND WIFE, RECORDED FEBRUARY 13, 1987, AS INSTRUMENT NO. 8709454.

EXCEPT ANY PORTION LYING WITHIN THE LAND DESCRIBED IN BARGAIN AND SALE DEED, TO DONALD E. KNICKREHM AND JOY KNICKREHM, RECORDED SEPTEMBER 30, 1986, AS INSTRUMENT NO. 8658959, RECORDS OF ADA COUNTY, IDAHO.

APN: S0517122500; S0517141807; S0517120735; S0517141992

Commonly known as: 800 W. Mace Road, 1501 S. Eagle Road, Eagle, ID 83616