

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED DEV

JAN 29 2013

WATER RESOURCES
WESTERN REGION

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
63-3122	Yes ☒	SPLIT INTO: 63-33775 & 63-33776			Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Nancy McNabb and Walter McNabb
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Steven Heaton
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or
2032 S Tollgate Way
 Mailing address
Boise ID 83709
208 345-1440 State ZIP
 Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☒ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 11-14-2012

6. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

SUPPORT DATA
IN FILE # 63-3122

7. Signature: [Signature] Title, if applicable: _____ Date: 1/23/2013
 Signature of new owner/claimant

Signature: _____ Title, if applicable: _____ Date: _____
 Signature of new owner/claimant

For IDWR Office Use Only:

Received by NS Date 1/29/13 Receipt No. W060826 Receipt Amt. 100-
 Approved by RS Processed by RS Date 5/16/13

SCANNED

MAY 20 2013

Heaton Change of Ownership Split of 63-3122



RECEIVED

JAN 29 2013

Prepared for Steven Heaton by ERO 12-2012

NAIP 2011 Photography



TitleOne
a title & escrow co.

ADA COUNTY RECORDER Christopher D. Rich AMOUNT 16.00 3
BOISE IDAHO 11/14/2012 11:49 AM
DEPUTY Victoria Bailey
Simplifile Electronic Recording
RECORDED-REQUEST OF
TITLEONE BOISE



112119320

RECEIVED

JAN 29 2013

WATER RESOURCES
WESTERN REGION

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Order No. 12212119

SPECIAL WARRANTY DEED

This Special Warranty Deed is between **Washington Trust Bank, A Washington Corporation** ("Grantor"), whose address is PO Box 2127, Spokane, WA 99218, and **Steven Heaton, a single person** ("Grantee"), whose address is 2032 S Tollgate Way, Boise, ID 83709, witnesseth:

That Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does, by these presents, convey unto Grantee and its heirs, successors and assigns forever, all the following described real estate situated in the County of Ada County, State of Idaho:

See Exhibit A, attached hereto and incorporated herein.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; and all estate, right, title and interest in and to the property, as well in law as in equity, except as expressly provided otherwise herein ("Premises").

To have and to hold, all and singular the Premises together with the appurtenances unto Grantee and its heirs, successors and assigns forever.

Grantor makes no covenants or warranties with respect to title, express or implied, other than that previous to the date of this instrument, Grantor has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by the Grantor, or any person claiming under Grantor, subject to any and all easements, restrictions, agreements and encumbrances of record or appearing on the land as of the date of this instrument.

[signature pages to follow]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the 27th day of November, 2012.

Washington Trust Bank

By: [Signature]

Washington Trust Bank

By: Gregory Siverly, Asst Vice President

State of Washington, County of Spokane, ss.

On this 13th day of November, in the year of 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Gregory Siverly, known or identified to me to be the Assistant Vice President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

[Signature]
Notary Public

My Commission Expires: June 20, 2015

(seal)

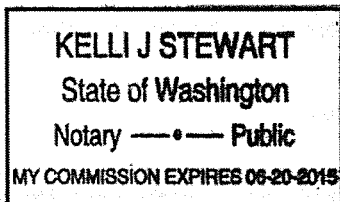


EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

A parcel of land lying in the Northeast Quarter of the Northeast Quarter of Section 3, Township 2 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho more particularly described as follows:

Commencing at the Northeast corner of said Section 3, Township 2 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho; thence

North 89°50'42" West along the North line of said Section a distance of 486.66 feet to THE
REAL POINT OF BEGINNING of this description; thence

South 00°23'59" East 394.34 feet to a point; thence

South 11°49'40" West 761.51 feet to a point; thence

North 64°54'25" West 750.80 feet to a point; thence

North 00°28'04" West 255.39 feet to a point; thence

South 89°51'34" East 739.73 feet to a point; thence

North 00°31'45" West 187.22 feet to a point; thence

South 89°40'09" East 40.01 feet to a point; thence

North 00°23'59" West 380.89 feet to a point on the North line of said Section 3; thence along said
North line

South 89°50'42" East along said North line, 60.00 feet to THE REAL POINT OF BEGINNING, of
this description.

Bearings herein used are based on the North line of Section 3, bearing South 89°50'42" East.

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 04/25/08 04:21 PM
DEPUTY Patl Thompson
RECORDED-REQUEST OF
Stewart Title Company

AMOUNT 12.00 4
108048857



8057570 JW/PD

WARRANTY DEED

Corporate

Boise State University Foundation, an Idaho Corporation, a Corporation duly organized and existing under and by virtue of the laws of the State of Idaho, with its principal office at 2225 University, Boise, ID 83706

Grantor hereby CONVEYS or GRANTS and WARRANTS unto

Dibble Family, LLC, an Idaho Limited Liability Company,

the Grantee, whose current address is 5142 Fifeshire Place, Boise, ID 83713

the following described premises, to wit:

See "Exhibit A" attached hereto

Parcel Number: S1503111105

SUBJECT TO: Current General Taxes, a lien in the process of assessments, not yet due or payable. Easements, restrictions, reservations, provisions of record, and assessments, if any.

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

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the grantor has caused its corporate name to be hereunto subscribed by its authorized officers, this 23rd day of April, 2008.

Boise State University Foundation, an Idaho Corporation

By 
William K. Illett
Chair

PARCEL K

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE QUARTER CORNER COMMON TO SECTION 35, TOWNSHIP 3 NORTH, RANGE 2 EAST, AND THE SAID SECTION 2; THENCE
SOUTH 00 DEGREES 02'43" EAST, 2681.63 FEET TO A BRASS CAP MONUMENTING THE CENTER OF SAID SECTION 2, SAID POINT BEING THE REAL POINT OF BEGINNING;
THENCE ALONG THE EAST-WEST MID-SECTION LINE, COMMON TO THE SOUTH BOUNDARY OF BOISE INDUSTRIAL FOUNDATION SUBDIVISION NO. 5, AS SAME IS RECORDED IN BOOK 44 OF PLATS AT PAGE 3595, RECORDS OF ADA COUNTY, IDAHO,
NORTH 89 DEGREES 52'10" EAST, 1053.10 FEET (RECORD NORTH 89 DEGREES 51'50" EAST, 1053.13 FEET) TO A FOUND 5/8" IRON PIN; THENCE
SOUTH 25 DEGREES 06'03" WEST, 448.78 FEET (RECORD SOUTH 25 DEGREES 05'32" WEST, 448.81 FEET) TO A FOUND 5/8" IRON PIN; THENCE
NORTH 64 DEGREES 54'25" WEST, 952.63 FEET (RECORD NORTH 64 DEGREES 54'28" WEST, 952.71 FEET) TO THE POINT OF BEGINNING.

END OF LEGAL DESCRIPTION

STATE OF Idaho)

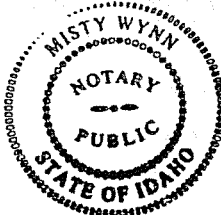
) ss.

COUNTY OF Ada)

On this 24th day of April, 2008, before me, the undersigned, a Notary Public, in and for said State, personally appeared William K. Ilett, known to me, and/or identified to me on the basis of satisfactory evidence, to be the Chair, of the corporation that executed the instrument and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of it's board of directors and acknowledged to me that such corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Misty Wynn
Notary Public: Misty Wynn
Residing at: 1910 University Drive, Boise, ID
My Commission Expires: 8/29/2013



DESCRIPTION FOR
BSU FOUNDATION
PARCEL 7
APRIL 23, 2008

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3, T.2 N., R. 2 E., B.M., BOISE CITY, ADA COUNTY, IDAHO; N 89°50'42" W ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 486.66 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE S 00°23'59" E 394.34 FEET TO A POINT;

THENCE S 11°49'40" W 761.51 FEET TO A POINT;

THENCE N 64°54'25" W 750.80 FEET TO A POINT;

THENCE N 00°28'04" W 255.39 FEET TO A POINT;

THENCE S 89°51'34" E 739.73 FEET TO A POINT;

THENCE N 00°31'45" W 187.22 FEET TO A POINT;

THENCE S 89°40'09" E 40.01 FEET TO A POINT;

THENCE N 00°23'59" W 380.89 FEET TO A POINT ON NORTH LINE OF SAID SECTION 3;

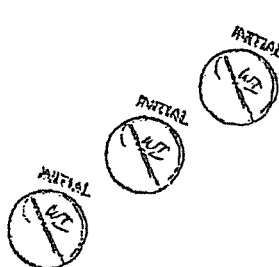
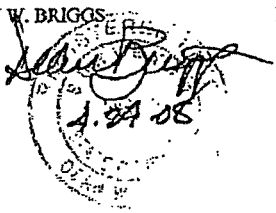
THENCE S 89°50'42" E ALONG SAID NORTH LINE 60.00 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION.

SAID PARCEL CONTAINS 8.13 ACRES, MORE OR LESS AND IS SUBJECT TO EASEMENTS OF RECORD OR USE.

BEARINGS HERIN USED ARE BASED ON THE NORTH LINE OF SAID SECTION 3, BEARING S 89°50'42" E.

DEAN W. BRIGGS

P.L.S. 3619



71203-PARCEL 7.doc



RECEIVED

ORIGINAL

1/2

INITIAL

13

A handwritten mark consisting of several intersecting diagonal strokes, resembling a stylized star or a complex signature.

ADA COUNTY RECORDER Christopher D. Rich AMOUNT 10.00 1
 BOISE IDAHO 07/03/2012 04:34 PM
 DEPUTY Gail Garrett
 Simplifile Electronic Recording
 RECORDED-REQUEST OF
 TITLEONE BOISE
 112065324

TitleOne Corporation
 868 E. Riverside Drive, Ste 100
 Eagle, Idaho 83616
 (208) 424-8511
 Order No.: 12203110
 PL No. 4226.042 / 12203123

TRUSTEE'S DEED

TitleOne Corporation, an Idaho corporation (herein called Trustee) as Successor Trustee under the Deed of Trust hereinafter particularly described, does hereby Bargain, Sell and Convey, without warranty, to Washington Trust Bank whose address is 717 W. Sprague Ave., Spokane, WA 99201, Attn: Special Assets, (herein called Grantee), all of the real property situated in the County of Ada County, State of Idaho, described as follows:

A parcel of land lying in the Northeast Quarter of the Northeast Quarter of Section 3, Township 2 North, Range 2 East, Boise Meridian, Boise

City, Ada County, Idaho more particularly described as follows:

Commencing at the Northeast corner of said Section 3, Township 2 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho; thence

North 89°50'42" West along the North line of said Section a distance of 486.66 feet to THE REAL POINT OF BEGINNING of this description; thence

South 00°23'59" East 394.34 feet to a point; thence

South 11°49'40" West 761.51 feet to a point; thence

North 64°54'25" West 750.80 feet to a point; thence

North 00°28'04" West 255.39 feet to a point; thence

South 89°51'34" East 739.73 feet to a point; thence

North 00°31'45" West 187.22 feet to a point; thence

South 89°40'09" East 40.01 feet to a point; thence

North 00°23'59" West 380.89 feet to a point on the North line of said Section 3; thence along said North line

South 89°50'42" East along said North line, 60.00 feet to THE REAL POINT OF BEGINNING, of this description.

Bearings herein used are based on the North line of Section 3, bearing South 89°50'42" East.

This conveyance is made pursuant to the powers conferred upon Trustee by the Deed of Trust between Dibble Family, LLC, an Idaho limited liability company, as original grantor(s) for the benefit and security of Washington Trust Bank, as beneficiary, recorded April 25, 2008, as Instrument No. 108048858, Mortgage Records of Ada County, Idaho and after the fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance as follows:

1. Default occurred in the obligations for which said Deed of Trust was given as security and the beneficiary made demand upon the said trustee to sell said property pursuant to the terms of said Deed of Trust. Notice of Default was recorded as Instrument No. 112018903 and re-recorded as Instrument No. 112019022, Mortgage Records of Ada County, Idaho and in the office of the Recorder of each county in which the property described in said deed of trust or any part thereof, is situated, the nature of such default being as set forth in said Notice of Default. Such default still existed at the time of sale.
2. After recordation of said Notice of Default, trustee gave notice of the time and place of the sale of said property by registered/certified mail, return receipt requested, by personal service upon the occupants of said real property and/or by posting in a conspicuous place on said premises and by publishing in a newspaper of general circulation in each of the counties in which the property is situated as more fully appears in affidavits recorded as least 20 days prior to date of sale as Instrument No(s) 112054075, Mortgage Records of Ada County, Idaho.
3. The provisions, recitals and contents of the Notice of Default referred to in paragraph (1) supra and of the Affidavits referred to in paragraph (2) supra shall be and they are hereby incorporated herein and made an integral part hereof for all purposes as though set forth therein at length.
4. All requirements of law regarding the mailing, personal service, posting, publication and recording of Notice of Default, and Notice of Sale and all other notices have been complied with.
5. Not less than 120 days elapsed between the giving of Notice of Sale by registered or certified mail and the sale of said property.
6. Trustee, at the time and place of sale fixed by said notice, at public auction, in one parcel, struck off to Grantee, being the highest bidder therefore, the property herein described, for the sum of \$385,045.06, subject however to all prior liens and encumbrances. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, advances and costs.

IN WITNESS WHEREOF, The Trustee, pursuant to a resolution of its Board of Directors has caused its Corporation name to be hereunto subscribed.

Dated: July 3, 2012

TITLEONE CORPORATION, Successor Trustee

By: Amy Wilcoxson
 Its: Assistant Secretary

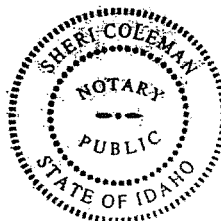
State of Idaho
 County of Ada

On this 3rd day of July in the year 2012, before me, the undersigned, a notary public in and for said state personally appeared, Amy Wilcoxson, known to me to be the Assistant Secretary of the corporation that executed this instrument and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same. In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public
 Residing at: _____
 My commission expires on: _____

RESIDING: NAMPA, ID

COMMISSION EXPIRES: 8/11/2015



THIS WARRANTY DEED IS BEING
RERECORDED TO AMEND LEGAL
DESCRIPTION TO MATCH THE
ALTA SURVEY.



A Pioneer Company

PIONEER TITLE COMPANY

OF ADA COUNTY

821 West State Street / Boise, Idaho 83702-5836 / Telephone (208) 336-6700

CORPORATE WARRANTY DEED

FOR VALUE RECEIVED,

BOISE INDUSTRIAL FOUNDATION, INC., an Idaho corporation

a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant, Bargain, Sell
and Convey unto

BOISE STATE UNIVERSITY FOUNDATION, an Idaho corporation

whose address is: 1910 UNIVERSITY DRIVE, BOISE, ID 83725
grantee, the following described real estate, to-wit:

LEGAL DESCRIPTION PER EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF AND
CONSISTING OF FOUR (4) PAGES.

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2000 JUN 16 PM 4:44

RECORDED - REQUEST OF

FEE 15.00 DEPUTY

100047250

PIONEER TITLE

SUBJECT TO current years taxes, irrigation district assessment, public utility easements, subdivision restrictions and
U.S. patent reservations.

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

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate
name to be hereunto subscribed by its President this 16th day of June, 2000.

BOISE INDUSTRIAL FOUNDATION, INC.

BY:

Robert S. Fritsch
Secretary - B.I.F.

PIONEER TITLE
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2000 JUN -7 PM 2:39

RECORDED - REQUEST OF
FEE 27.00 DEPUTY

100053161

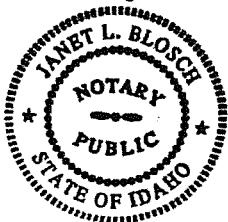
STATE OF IDAHO

)

COUNTY OF ADA

)

On This 16th day of June, in the year 2000, before me, a Notary Public in and for said State, personally appeared
Robert S. Fritsch, known or identified to me to be the Secretary of the
Corporation that executed the instrument or the person who executed the instrument on behalf of said Corporation, and
acknowledged to me that such Corporation executed the same.



Janet L. Bloesch
Notary Public of Idaho
Residing at Boise, Idaho

Commission expires: 3-17-2005

EXHIBIT A

PARCEL A

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN, AND THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER COMMON TO SECTIONS 34 AND 35, TOWNSHIP 3 NORTH, RANGE 2 EAST, AND SECTIONS 2 AND 3, TOWNSHIP 2 NORTH, RANGE 2 EAST, BOISE MERIDIAN, FROM WHICH THE QUARTER CORNER COMMON TO SAID SECTIONS 35 AND 2 BEARS

SOUTH 89 DEGREES 57'14" EAST, 2662.27 FEET; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 35

NORTH 00 DEGREES 07'07" WEST, 525.26 FEET TO A FOUND 5/8" IRON PIN LYING ON THE SOUTHERLY RIGHT-OF-WAY OF EAST GOWEN ROAD; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 76 DEGREES 33'54" EAST, 688.33 FEET TO A FOUND 5/8" IRON PIN; THENCE DEPARTING SAID RIGHT-OF-WAY

SOUTH 13 DEGREES 27'29" WEST, 167.06 FEET TO A FOUND 5/8" IRON PIN; THENCE SOUTH 21 DEGREES 49'47" WEST, 1345.60 FEET TO A FOUND 5/8" IRON PIN; THENCE SOUTH 68 DEGREES 10'27" EAST, 895.46 FEET TO A FOUND 5/8" IRON PIN; THENCE NORTH 21 DEGREES 49'47" EAST, 1646.54 FEET TO A FOUND 5/8" IRON PIN LYING ON THE SOUTHERLY RIGHT-OF-WAY OF EAST GOWEN ROAD; THENCE ALONG SAID RIGHT-OF-WAY

SOUTH 76 DEGREES 33'54" EAST, 1120.39 FEET TO A FOUND BRASS CAP MONUMENT BEING THE INITIAL POINT OF BOISE INDUSTRIAL FOUNDATION SUBDIVISION NO. 5, AS SAME IS RECORDED IN BOOK 44 OF PLATS AT PAGE 3595, RECORDS OF ADA COUNTY, IDAHO; THENCE ALONG THE WESTERLY BOUNDARY OF SAID SUBDIVISION

SOUTH 13 DEGREES 25'54" WEST, 476.77 FEET (RECORD SOUTH 13 DEGREES 25'26" WEST, 476.80 FEET) TO A FOUND BRASS CAP MONUMENT; THENCE 378.70 FEET (RECORD 378.80 FEET) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1622.31 FEET, A CENTRAL ANGLE OF 13 DEGREES 22'29" (RECORD 13 DEGREES 22'41") AND A LONG CHORD BEARING

SOUTH 6 DEGREES 45'39" WEST, 377.84 FEET (RECORD SOUTH 6 DEGREES 44'02" WEST, 377.94 FEET) TO A FOUND BRASS CAP MONUMENT; THENCE

SOUTH 00 DEGREES 03'21" WEST, 503.40 FEET (RECORD SOUTH 0 DEGREES 02'45" WEST) 503.62 FEET TO A FOUND BRASS CAP MONUMENT; THENCE

488.42 FEET (RECORD 488.49 FEET) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 931.52 FEET, A CENTRAL ANGLE OF 30 DEGREES 02'29" (RECORD 30 DEGREES 02'45") AND ALONG A CHORD BEARING

SOUTH 14 DEGREES 58'34" EAST, 482.84 FEET (RECORD SOUTH 14 DEGREES 58'38" EAST, 482.91 FEET) TO A FOUND BRASS CAP MONUMENT; THENCE

SOUTH 30 DEGREES 07'33" EAST, 58.21 FEET (RECORD SOUTH 30 DEGREES 00' WEST, 58.25 FEET) TO A FOUND BRASS CAP MONUMENT LYING ON THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 2; THENCE ALONG SAID LINE

SOUTH 00 DEGREES 02'43" WEST, 713.64 FEET (RECORD SOUTH 00 DEGREES 02'45" WEST, 713.10 FEET) TO A BRASS CAP MONUMENTING THE CENTER OF SAID SECTION 2; THENCE DEPARTING SAID WESTERLY BOUNDARY OF BOISE INDUSTRIAL FOUNDATION SUBDIVISION NO. 5

NORTH 64 DEGREES 54'25" WEST, 2915.13 FEET TO A FOUND 5/8" IRON PIN LYING ON THE WEST BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE

NORTH 00 DEGREES 48'04" WEST, 73.69 FEET TO A FOUND BRASS CAP MONUMENTING THE NORTH 1/16 CORNER COMMON TO SAID SECTIONS 2 AND 3; THENCE NORTH 00 DEGREES 47'50" WEST, 1373.94 FEET TO THE POINT OF BEGINNING

LEGAL CONTINUED

PARCEL B

A PARCEL OF LAND IN THE GOVERNMENT LOT 1 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER COMMON TO SECTIONS 34 AND 35, TOWNSHIP 3 NORTH, RANGE 2 EAST, AND SECTIONS 2 AND 3, TOWNSHIP 2 NORTH, RANGE 2 EAST, BOISE MERIDIAN FROM WHICH THE QUARTER CORNER COMMON TO SECTIONS 35 AND 2 BEARS SOUTH 89 DEGREES 57'14" EAST, 2662.27 FEET; THENCE SOUTH 00 DEGREES 47'50" EAST, 1373.94 FEET TO A BRASS CAP MONUMENTING THE NORTH 1/16 CORNER COMMON TO SAID SECTIONS 2 AND 3; THENCE ALONG THE SOUTH BOUNDARY OF SAID GOVERNMENT LOT 1 NORTH 89 DEGREES 48'05" WEST, 157.48 FEET TO A FOUND 5/8" IRON PIN; THENCE NORTH 64 DEGREES 54'25" WEST, 1304.71 FEET TO A FOUND 5/8" IRON PIN LYING ON THE WEST BOUNDARY OF SAID GOVERNMENT LOT 1; THENCE ALONG SAID WEST BOUNDARY NORTH 00 DEGREES 28'04" WEST 255.39 FEET TO A FOUND BRASS CAP MONUMENT; THENCE DEPARTING SAID WEST BOUNDARY SOUTH 89 DEGREES 51'34" EAST, 739.73 FEET TO A FOUND BRASS CAP MONUMENT; THENCE NORTH 00 DEGREES 31'45" WEST 187.22 FEET TO A FOUND BRASS CAP MONUMENT THENCE; SOUTH 89 DEGREES 40'09" EAST, 40.01 FEET TO A FOUND BRASS CAP MONUMENT; THENCE NORTH 00 DEGREES 23'59" WEST, 380.89 FEET TO A FOUND HALF INCH IRON PIN LYING ON THE NORTH BOUNDARY OF SAID GOVERNMENT LOT 1; THENCE SOUTH 89 DEGREES 50'42" EAST, 546.66 FEET TO THE POINT OF BEGINNING.

PARCEL C

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 34 AND 35 TOWNSHIP 3 NORTH, RANGE 2 EAST, AND SECTIONS 2 AND 3, TOWNSHIP 2 NORTH, RANGE 2 EAST, BOISE MERIDIAN FROM WHICH THE QUARTER CORNER COMMON TO SAID SECTIONS 35 AND 2 BEARS SOUTH 89 DEGREES 57'14" EAST, 2662.27 FEET; THENCE ALONG THE EAST BOUNDARY OF SAID SECTION 34 NORTH 00 DEGREES 07'07" WEST, 689.85 FEET TO A FOUND BRASS CAP LYING ON THE NORTHERLY RIGHT-OF-WAY OF EAST GOWEN ROAD, SAID POINT BEING THE REAL POINT OF BEGINNING. THENCE ALONG SAID RIGHT-OF-WAY NORTH 76 DEGREES 33'54" WEST, 128.23 FEET TO A FOUND 5/8" IRON PIN BEING THE SOUTHEAST CORNER OF LOT 1 OF BOISE STORAGE TERMINAL SUBDIVISION, AS SAME AS RECORDED IN BOOK 56 OF PLATS AT PAGE 5088, RECORDS OF ADA COUNTY, IDAHO; THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT NORTH 13 DEGREES 26'09" EAST, 531.89 FEET (RECORD NORTH 13 DEGREES 25'26" EAST, 531.98 FEET) TO A FOUND 5/8" IRON PIN LYING ON THE EAST BOUNDARY OF SAID SECTION 34; THENCE ALONG SAID EAST BOUNDARY SOUTH 00 DEGREES 07'07" EAST 547.13 FEET TO THE POINT OF BEGINNING.

LEGAL CONTINUED

PARCEL D

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE CORNER COMMON TO SECTIONS 34 AND 35, TOWNSHIP 3 NORTH, RANGE 2 EAST, AND SECTIONS 2 AND 3, TOWNSHIP 2 NORTH, RANGE 2 EAST, BOISE MERIDIAN, FROM WHICH THE QUARTER CORNER COMMON TO SECTIONS 35 AND 2 BEARS SOUTH 89 DEGREES 57'14" EAST, 2662.27 FEET; THENCE NORTH 89 DEGREES 50'42" WEST, 1326.66 FEET TO THE EAST 1/16 CORNER COMMON TO SAID SECTIONS 34 AND 3; THENCE ALONG THE SOUTH BOUNDARY OF THE SOUTHWEST QUARTER OF SAID SECTION 34 NORTH 89 DEGREES 51'36" WEST, 625.76 FEET; THENCE NORTH 25 DEGREES 08'49" EAST, 979.69 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF EAST GOWEN ROAD; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 76 DEGREES 33'54" EAST, 1578.21 FEET TO A FOUND 5/8" IRON PIN LYING ON THE EAST BOUNDARY OF SAID SECTION 34; THENCE SOUTH 00 DEGREES 07'07" EAST, 525.26 FEET TO THE POINT OF BEGINNING.

PARCEL E

LOTS 1 AND 3 OF BOISE STORAGE TERMINAL SUBDIVISION ACCORDING TO THE PLAT THEREOF, FILED IN BOOK 56 OF PLATS, AT PAGES 5088 AND 5089, RECORDS OF ADA COUNTY, IDAHO.

PARCEL F

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE CORNER COMMON TO SECTIONS 2 AND 3 TOWNSHIP 2 NORTH, RANGE 2 EAST, AND SECTIONS 34 AND 35, TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN FROM WHICH THE QUARTER CORNER COMMON TO SAID SECTIONS 35 AND 2 BEARS SOUTH 89 DEGREES 57'14" EAST 2662.27 FEET; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 35 NORTH 00 DEGREES 07'07" WEST, 689.85 FEET TO A BRASS MONUMENT ON THE NORTHERLY RIGHT-OF-WAY OF EAST GOWEN ROAD, SAID POINT BEING THE REAL POINT OF BEGINNING. THENCE CONTINUING NORTH 00 DEGREES 07'07" WEST, 547.13 FEET TO A FOUND 5/8" IRON PIN; THENCE SOUTH 64 DEGREES 51'11" EAST, 733.43 FEET TO A FOUND 5/8" IRON PIN; THENCE SOUTH 10 DEGREES 32'05" WEST, 383.50 FEET TO A FOUND 5/8" IRON PIN LYING ON THE NORTHERLY RIGHT-OF-WAY OF EAST GOWEN ROAD; THENCE ALONG SAID RIGHT-OF-WAY NORTH 76 DEGREES 33'54" WEST, 609.34 FEET TO THE POINT OF BEGINNING.

LEGAL CONTINUED

PARCEL G

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE CORNER COMMON TO SECTIONS 2 AND 3, TOWNSHIP 2 NORTH, RANGE 2 EAST, AND SECTIONS 34 AND 35, TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN, FROM WHICH THE QUARTER CORNER COMMON TO SAID SECTIONS 35 AND 2 BEARS
SOUTH 89 DEGREES 57'14" EAST, 2662.27 FEET; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 35
NORTH 00 DEGREES 07'07" WEST, 689.85 FEET TO A POINT OF NORTHERLY RIGHT-OF-WAY OF EAST GOWEN ROAD; THENCE ALONG SAID RIGHT-OF-WAY
SOUTH 76 DEGREES 33'54" EAST, 609.34 FEET TO THE REAL POINT OF BEGINNING;
THENCE
NORTH 10 DEGREES 32'05" EAST, 383.50 FEET (RECORD NORTH 10 DEGREES 33'00" EAST, 383.73 FEET); THENCE
SOUTH 64 DEGREES 51'11" EAST, (RECORD SOUTH 64 DEGREES 51'29" EAST), 726.27 FEET TO A FOUND 5/8" IRON PIN ON THE EASTERLY RIGHT-OF-WAY OF SOUTH PRODUCTION STREET; THENCE ALONG SAID RIGHT-OF-WAY
SOUTH 10 DEGREES 31'32" WEST, 51.52 FEET (RECORD SOUTH 10 DEGREES 33'00" WEST, 51.67 FEET) TO A FOUND 5/8" IRON PIN; THENCE DEPARTING SAID RIGHT-OF-WAY
NORTH 64 DEGREES 51'11" WEST, (RECORD NORTH 64 DEGREES 51'29" WEST) 217.96 FEET TO A FOUND 5/8" IRON PIN; THENCE
SOUTH 10 DEGREES 31'32" WEST, 228.67 FEET (RECORD SOUTH 10 DEGREES 33'00" WEST, 228.70 FEET) TO A FOUND 5/8" IRON PIN LYING ON THE NORTHERLY RIGHT-OF-WAY OF EAST GOWEN ROAD; THENCE ALONG SAID RIGHT-OF-WAY
NORTH 76 DEGREES 33'54" WEST, 492.56 FEET (RECORD NORTH 76 DEGREES 34'34" WEST, 492.53 FEET) TO THE POINT OF BEGINNING.

PARCEL H

ADJUSTED LOT 24 OF BOISE INDUSTRIAL FOUNDATION SUBDIVISION NO. 5 AS SAME IS RECORDED IN BOOK 44 OF PLATS AT PAGE 3595, AS SHOWN ON RECORD OF SURVEY LOT LINE ADJUSTMENT SURVEY NO. 3303, INSTRUMENT NO. 95061221 RECORDS OF ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE CENTER OF SECTION 2 TOWNSHIP 2 NORTH RANGE 2 EAST, BOISE MERIDIAN, SAID POINT COMMON TO THE SOUTHWEST CORNER OF SAID BOISE INDUSTRIAL FOUNDATION SUBDIVISION NO. 5, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 2 BEARS
NORTH 00 DEGREES 02'43" EAST, 2681.63 FEET; THENCE ALONG THE WEST BOUNDARY OF SAID SUBDIVISION
NORTH 00 DEGREES 02'43" EAST 652.07 FEET (RECORD NORTH 00 DEGREES 02'45" EAST, 651.52 FEET) TO A FOUND HALF INCH IRON PIN BEING THE NORTHWESTERLY CORNER OF LOT 18 OF SAID BOISE INDUSTRIAL FOUNDATION SUBDIVISION NO. 5;
THENCE
10.64 FEET ALONG THE NORTHERLY BOUNDARY OF SAID LOT AND THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 878.81 FEET, A CENTRAL ANGLE OF 00 DEGREES 41'37" AND A LONG CHORD BEARING
NORTH 77 DEGREES 11'58" EAST, 10.64 FEET TO A FOUND HALF INCH IRON PIN;
THENCE
SOUTH 22 DEGREES 40'16" EAST, 312.50 FEET (RECORD SOUTH 22 DEGREES 34'34" EAST, 311.84 FEET) TO A FOUND HALF INCH IRON PIN; THENCE
SOUTH 53 DEGREES 37'30" EAST, 505.31 FEET (RECORD SOUTH 53 DEGREES 38'13" EAST, 505.20 FEET); THENCE NORTH 290 DEGREES 30'39" EAST, 215.56 FEET
THENCE

LEGAL CONTINUED

PARCEL H (CONT.)

45.45 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 52 DEGREES 05'13" AND A LONG CHORD BEARING NORTH 3 DEGREES 28'03"EAST, 43.91 FEET; THENCE NORTH 22 DEGREES 34'34" WEST, 33.65 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SOUTH SUPPLY WAY; THENCE 172.78 FEET ALONG SAID RIGHT-OF-WAY AND THE ARC OF AN NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 89 DEGREES 59'51" AND A LONG CHORD BEARING SOUTH 67 DEGREES 34'34" EAST, 155.56 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH 67 DEGREES 25'26" WEST, 51.52 FEET; THENCE 52.94 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 37 DEGREES 54'47" AND A LONG CHORD BEARING SOUTH 48 DEGREES 28'03" WEST, 51.98 FEET TO A FOUND HALF INCH IRON PIN; THENCE SOUTH 29 DEGREES 30'39" WEST, 212.30 FEET (RECORD 212.28 FEET); THENCE SOUTH 53 DEGREES 37'30" EAST, 49.12 FEET TO A FOUND HALF INCH IRON PIN LYING ON THE SOUTH BOUNDARY OF SAID BOISE INDUSTRIAL FOUNDATION SUBDIVISION NO. 5; THENCE SOUTH 89 DEGREES 52'10" WEST, 626.40 FEET (RECORD SOUTH 89 DEGREES 51'50" WEST, 625.89 FEET) TO THE POINT OF BEGINNING.

PARCEL I

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE CORNER COMMON TO SECTIONS 2 AND 3, TOWNSHIP 2 NORTH, RANGE 2 EAST, AND SECTIONS 34 AND 35, TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN, FROM WHICH THE QUARTER CORNER COMMON TO SAID SECTION 35 AND 2 BEARS SOUTH 89 DEGREES 57'14" EAST, 2662.27 FEET; THENCE SOUTH 00 DEGREES 47'50" EAST, 1373.94 FEET TO A BRASS CAP MONUMENTING THE NORTH 1/16 CORNER COMMON TO SECTION 2 AND THE SAID SECTION 3, SAID POINT BEING THE REAL POINT OF BEGINNING; THENCE ALONG THE EAST BOUNDARY OF SAID SECTION 3 SOUTH 00 DEGREES 48'04" EAST, 73.69 FEET (RECORD SOUTH 00 DEGREES 48'00" EAST, 73.86 FEET) TO A FOUND 5/8" IRON PIN; THENCE NORTH 64 DEGREES 54'25" WEST, 175.02 FEET (RECORD NORTH 64 DEGREES 54'28" WEST, 174.98 FEET ALONG A LINE PARALLEL WITH THE CENTERLINE OF THE EXISTING RUNWAYS) TO A FOUND 5/8" IRON PIN LYING ON THE NORTH BOUNDARY OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE SOUTH 89 DEGREES 48'05" EAST, 157.48 FEET (RECORD SOUTH 89 DEGREES 52'17" EAST, 157.44 FEET) TO THE POINT OF BEGINNING.

PARCEL J

LOT 17 BLOCK 3 BOISE INDUSTRIAL FOUNDATION SUBDIVISION NO. 5, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 44 OF PLATS AT PAGES 3595 AND 3596, RECORDS OF ADA COUNTY, IDAHO.

LEGAL CONTINUED

JAN 29 2013

WATER RESOURCES
WESTERN REGION

8447115

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, made and entered into this 31
day of August, 1972, by and between

JAMES H. DAYLEY and VIVIAN E. DAYLEY, husband and wife,
of Boise, Idaho, hereinafter called "Seller," and

BOISE INDUSTRIAL FOUNDATION, INC., an Idaho corporation,
of Boise, Idaho, hereinafter called "Purchaser."

WITNESSETH:

That for and in consideration of the covenants and
agreements herein contained, Seller agrees to sell and convey to
Purchaser and Purchaser agrees to purchase and pay for the following
described property situated in Ada County, Idaho:

PARCEL I

Lot 4, Section 2, Township 2 North, Range 2
East, Boise Meridian (being the NW 1/4 of the
NW 1/4 of said Section 2)

PARCEL II

Southwest 1/4 Northwest 1/4, Section 2, Town-
ship 2 North, Range 2 East, Boise Meridian

PARCEL III

Lot 1, Section 3, Township 2 North, Range 2
East, Boise Meridian (being the NE 1/4 of the
NE 1/4 of said Section 3), excepting therefrom
the northwest 10 acres thereof. ✱

TOGETHER with all tenements and hereditaments and
together with all wells and water rights, including
a 12-inch well located on said property. ✱

SUBJECT TO accruing taxes and to power line
and pipeline easements of record.

PURCHASE PRICE

The purchase price for said property is the sum of ONE
THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) per acre (the exact
acreage to be determined by survey, but the total estimated to be
110 acres, for a total purchase price of \$165,000), which Purchaser
agrees to pay as follows:

The sum of \$5,000.00, heretofore paid as earnest
money in connection with the Earnest Money Agree-
ment entered into between the parties under date
of July 14, 1972, receipt of which is hereby
acknowledged.

The sum of \$35,000.00 as additional down payment
(for a total down payment of \$40,000.00) upon

execution of this agreement, receipt of which is likewise hereby acknowledged.

The balance of said purchase price, together with interest from the date hereof at the rate of 7 1/2 per annum on the unpaid balance, to be paid in eight equal annual installments of principal and interest, commencing on or before the 15th day of August, 1973, and continuing on or before the 15th day of August of each and every year thereafter until paid in full.

Buyer shall furnish to the escrow holder hereinafter named, prior to the date of the first annual installment payment, a survey, prepared by a duly licensed surveyor or engineer, disclosing the total acreage of the above-described property, so that the total purchase price, and thus the accrued interest on the unpaid balance, may be calculated. ✓

All payments shall be made to the escrow holder herein-after designated.

PREPAYMENT PRIVILEGE

Purchaser shall have the right at any time from and after the due date of the third annual installment referred to above to pay, without penalty, any sum greater than the amounts specified herein. Any such payment made over and above the regular payments required by this agreement shall be applied on the next payment or payments coming due, being applied first on the payment of any accrued interest at the time payment is made.

RIGHT TO PURCHASE EXCEPTED PROPERTY

Purchaser shall have first right of refusal for purchase from Seller of nine of the 10 acres excepted from Parcel III as hereinabove described, at any time Seller desires to sell said property. Seller may, upon 30 days' written notice to Purchaser, require Purchaser to purchase said nine acres at any time after January 1, 1976.

The purchase price for said nine acres of property upon purchase by Purchaser shall be \$1,500.00 per acre plus the then appraised value of Seller's house and improvements located thereon. "Appraised value" shall be the value assigned thereto by a qualified real estate appraiser mutually acceptable to both Buyer and Seller.

PERSONAL PROPERTY

Seller shall retain title to all personal property located upon the property herein described, except for such personal property which is appurtenant to or associated with the well and fences in place, title to which shall pass to Buyer at the time of conveyance to Buyer of title to the real property.

TAXES AND ASSESSMENTS

Seller agrees to pay all taxes and assessments for the year 1971 and previous years. The taxes and assessments for the year 1972 shall be prorated on the basis of the 1972 taxes and

assessments as of the date of execution of this agreement. Purchaser agrees to pay all taxes and assessments of every kind and nature for the year 1972 and subsequent years when due, and before they become delinquent. Purchaser agrees to deposit the receipts for said taxes with the escrow holder immediately upon payment thereof.

TITLE INSURANCE

Seller shall furnish Purchaser with a title insurance policy, insuring the fee simple title to said property to be vested in Seller, subject only to the liens and encumbrances herein mentioned and any liens and encumbrances placed thereon by Purchaser and subject to the usual and printed exceptions. Purchaser shall have ten (10) days from the receipt of the preliminary report issued by the title company within which to have the same examined. If there are objections to Seller's title, Purchaser shall make the same known in writing to Seller, specifying the particulars in which said title is not merchantable; and Seller shall have a reasonable time, according to the nature thereof, within which to correct such objections. If no objections are made within said ten (10) days, then Purchaser shall be presumed to have accepted the terms of the title insurance as shown by the preliminary report in full compliance with the provisions of this paragraph.

POSSESSION, USE AND OCCUPANCY

Purchaser shall have the right to possession of the property herein described, except for the 10-acres excepted from Parcel III, from and after January 1, 1973, and shall be entitled to remain in possession thereof for so long as Purchaser is not in default of any of the terms and conditions hereof.

Purchaser shall have the right to grant agricultural leases not exceeding one year in term upon all or any portion of the property even though not yet conveyed to Purchaser and shall have the right to survey, plan, grade, drain, install utilities, and otherwise develop and/or prepare for the development or subdivision thereof at any time so long as no waste is committed.

Seller agrees to join in the execution of any plat or associated documents, upon reasonable request by Purchaser and at no additional cost to Seller.

CONVEYANCE TO DEED-OUT TRUST

Seller shall execute and deliver into escrow, as herein-after provided, a good and sufficient warranty deed conveying fee simple title, free and clear of liens and encumbrances except as herein provided, to the property herein described, except for the 10 acres excepted from Parcel III, to Title and Trust Company, an Idaho corporation, or some other trustee acceptable to the parties, to be held in trust for Purchaser pursuant to a trust agreement providing for conveyance to Purchaser in accordance with the following schedule:

After payment of the first annual installment herein provided, Purchaser shall be entitled to conveyance of 20% of the land, as designated by Purchaser.

After payment of each annual installment thereafter, Purchaser shall be entitled to conveyance of an additional 5% of the land, and upon payment of the final installment, Purchaser shall be entitled to conveyance of the balance of the land, all such conveyances after the first to be as designated by Purchaser, provided the same are adjacent and are reasonably selected to provide for orderly development of the property.

Said trust agreement shall provide that, upon any uncured default by Purchaser, all property then held by said trustee shall be reconveyed to Seller.

ESCROW

The FIRST SECURITY BANK OF IDAHO, N.A., is hereby designated as escrow holder, with power and authority to act as such under the terms and conditions of this agreement.

The following documents shall be delivered to and held by said escrow holder, subject to the terms and conditions of this agreement and any escrow instructions executed in connection herewith:

1. Original of this agreement;
2. Warranty Deed;
3. Title Insurance Policy;
4. Survey of property, due on or before August 15, 1973;
5. Receipts for property taxes paid by Purchaser.

Said escrow holder shall be instructed to receive the payments due hereon and to credit the same as provided herein, and upon compliance with the terms hereof to deliver the deed to the property to the trustee as hereinabove provided and to issue receipts for payments permitting Purchaser to obtain Deeds from said trustee, but in the event of default by Purchaser to redeliver the documents to Seller or, if appropriate, to demand reconveyance from the trustee.

DEFAULT

Time and the prompt performance of each and every obligation of Purchaser is agreed to be of the essence of this agreement, and should Purchaser fail or neglect to make any payment of the principal, interest, taxes and assessments, or neglect to carry out any of the other terms and conditions of this contract to be performed by it, then this contract shall be in default, and upon a default occurring, Seller or Seller's authorized agent may cause to be prepared a written notice in duplicate addressed to Purchaser, calling attention to the matters then in default or on account of which a breach is claimed, and said notices shall be delivered to escrow holder, who will mail one copy thereof by certified mail to Purchaser at P.O. Box 829, Boise, Idaho, or such other address as Purchaser may hereafter designate in writing to the escrow holder. Purchaser shall have thirty (30) days from the mailing of said notices within which to make good any matters in default or of which a breach is claimed, or to disprove the same. Provided, however, that Seller shall not have the right to declare this agreement forfeited for failure to pay the installments due on the purchase price so long as the aggregate amount paid equals the minimum required.

FORFEITURE

In the event the Purchaser does not cure or remedy such default, or defaults, within the time hereinbefore provided, the Purchaser shall forfeit all rights under this agreement and all rights to retain the possession or use of said property, or any part thereof not theretofore conveyed to it, and the whole thereof, to Seller in as good condition as the same was received, depreciation from reasonable use and occupancy excepted. From and after the date of such forfeiture, said Purchaser shall be deemed to be a tenant of the Seller, holding over after expiration of the lease and shall be subject to dispossession under the law relating to forcible entry and detainer; and upon such forfeiture the Seller shall have the right to demand and receive from the escrow holder herein appointed all documents deposited in escrow with said escrow holder under the terms of this agreement.

The Purchaser agrees that upon such forfeiture Purchaser will immediately surrender possession of said premises to Seller in as good condition as when the same were received, and that all moneys paid by Purchaser to Seller under this agreement and all improvements and additions made on or to said property may be retained by Seller as liquidated damages for breach of this agreement and as rental of the premises. No provision contained in this agreement shall be construed as an election of any remedies which Seller might have for a breach hereof, and Seller may declare a forfeiture and also sue for any other damages suffered by reason of Purchaser's breach.

DEFAULT COSTS

The parties agree that in the event suit is instituted to enforce any of the provisions of this agreement, the prevailing party shall recover such attorney fees therein as are adjudged reasonable by the Court. Should it become necessary to give notice of default hereunder, it is understood and agreed that Purchaser shall pay to the escrow holder, each time such notice is given, as a condition precedent to correcting the default, the additional sum of \$25.00, to reimburse Seller for attorney fees and costs of service of notice in connection therewith.

FORBEARANCE

Acceptance by Seller of any installment of the principal or interest, or of any repayment of any taxes or premium for insurance, after the same may have been past due or after Purchaser has defaulted under this contract in any particular whatever, or any forbearance of any kind that may be granted or allowed by Seller to Purchaser under this contract, shall not in any manner nor in any wise be deemed or construed or considered as waiving or surrendering any of the conditions or covenants of this agreement or any subsequent default that may be made by Purchaser.

EXPENSES

All expense of this transaction, including real estate fees, expenses of escrow and expenses of the "Feed-out Trust," shall be borne by Purchaser.

BINDING ON SUCCESSORS AND ASSIGNS

All of the provisions of this agreement are to be construed as covenants and agreements as though words importing

Such covenants and agreements were used in each separate paragraph hereof, and all the provisions herein shall be binding on and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names.

James H. Dayley
JAMES H. DAYLEY

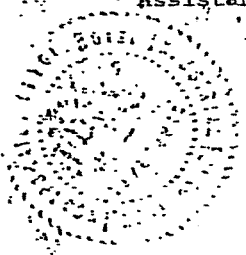
Vivian E. Dayley
VIVIAN E. DAYLEY

BOISE INDUSTRIAL FOUNDATION, INC.

By C. Robert Sullivan
President

ATTEST:

[Signature]
Assistant Secretary



STATE OF IDAHO)
) ss.
 County of Ada)

On this 18 day of August, 1972, before me, the undersigned, a Notary Public in and for said state, personally appeared JAMES H. DAYLEY and VIVIAN E. DAYLEY, husband and wife, known to me to be the persons whose names are subscribed to the above and foregoing instrument and who acknowledged to me that they executed the same.

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

[Signature]
 Notary Public for Idaho
 Residing at Boise, Idaho

STATE OF IDAHO)
) ss.
 County of Ada)

On this 5 day of August, 1972, before me, the undersigned, a Notary Public in and for said state, personally appeared H. FRED KOCH, known to me to be the President of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for the State of Idaho
 Residing at Boise, Idaho

Ada County, Idaho
 Request of *[Signature]*
[Signature]
 Date 8-25-72
 JUDITH SASTINA
 RECORDER
[Signature]
 1400

8048767

531 491

THIS INDENTURE, Made this 12th day of March
in the year of our Lord one thousand nine hundred and Seventy-five, between

JAMES H. DAYLEY and VIVIAN E. DAYLEY, husband and wife,
of Boise, County of Ada, State of Idaho
the parties of the first part, and

TITLE AND TRUST COMPANY, an Idaho corporation, 300 North
Sixth, Boise, Idaho
of, County of Ada, State of Idaho,
the party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of
TEN AND NO/100 ----- DOLLARS,

lawful money of the United States of America,

to them in hand paid by the said
part y of the second part, the receipt whereof is hereby acknowledged, have granted, bargained
and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party
of the second part, and to its/ ~~successors~~ ^{SUCCESSORS} and assigns forever, all of the following described real estate,
situated in, County of Ada, State of Idaho, to-wit:

PARCEL I

Lot 4, Section 2, Township 2 North, Range 2
East, Boise Meridian (being the NW 1/4 of the
NW 1/4 of said Section 2).

PARCEL II

Southwest 1/4 Northwest 1/4, Section 2, Town-
ship 2 North, Range 2 East, Boise Meridian

PARCEL III

Lot 1, Section 3, Township 2 North, Range
2 East, Boise Meridian (being the NE 1/4 of the
NE 1/4 of said Section 3), excepting therefrom
the following described parcel:

Commencing at the Northeast corner of Section
3, T. 2 N., R. 2 E., B.M., thence
N. 89° 34' 15" W. 546.66 feet along the north
section line of said Section 3 to the Real
Point of Beginning, thence continuing N. 89°
34' 15" W. 780.00 feet to a 1/16th corner;
thence S. 00° 11' 54" E. 568.08 feet to a
point; thence S. 89° 34' 15" E. 740.00 feet
to a point; thence N. 00° 11' 54" W. 187.18
feet to a point; thence S. 89° 34' 15" E.
40.00 feet to a point; thence N. 00° 11' 54"
W. 380.90 feet to the Real Point of Beginning,
containing 10.00 acres.

TOGETHER with all tenements and hereditaments and
together with all wells and water rights, including
a 12-inch well located on said property.

SUBJECT TO accruing taxes and to power line and pipeline easements of
TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto
belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents,
issues and profits thereof; and all estate, right, title and interest in and to the said property, as well
in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises together with
the appurtenances unto the party of the second part, and to its/ ~~successors~~ ^{SUCCESSORS} and assigns forever.

And the parties of the first part, and their heirs, shall and will warrant and by these presents
forever defend the premises in the quiet and peaceable possession of the party of the second part, its
~~heirs~~ ^{SUCCESSORS} and assigns, against the parties of the first part, and their heirs, and against all and every
person and persons whomsoever, lawfully claiming the same shall and will WARRANT and by these presents
forever DEFEND.

Grantee's address 300 North Sixth, Boise, Idaho

Description proofed by M. Lavey

& Andrea Armstrong

531 492

RECEIVED

JAN 29 20

WATER RESOUR
WESTERN REG

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

JAMES H. DAYLEY

[Seal]

[Seal]

VIVIAN E. DAYLEY

[Seal]

[Seal]

STATE OF IDAHO

County of Ada

ss.

On this 12th day of March

in the year 19 75 , before me

the undersigned,

, a Notary Public

in and for said State, personally appeared

JAMES H. DAYLEY and

VIVIAN E. DAYLEY, husband and wife,

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Notary Public for the State of Idaho,
Residing at Boise , Idaho

No.

WARRANTY DEED

-TO-

Dated

19

STATE OF IDAHO

County of Ada

ss.

I hereby certify that this instrument was filed

for record at request of *James H. Dayley & Vivian E. Dayley*

at 12 minutes past

o'clock P.M. this

14th day

of *October*, A. D. 19*75*

in my office, and duly recorded in Book

of *14* at page

By *John Eastida* Ex-Officio Recorder.

Fees, \$ *4.00* Deputy.

Mail to

STANDARD COMPANY, BOISE

1-65927

8102751

Attachment C

DEED

543 1157

FOR VALUE RECEIVED,

TITLE AND TRUST COMPANY, an Idaho corporation
a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant,
Bargain, Sell and Convey unto

BOISE INDUSTRIAL FOUNDATION, INC.

grantee whose current address is c/o Hoffitt, Thomas, Barrett & Blanton, P. O. Box 829,
Boise, Idaho 83701

the following described real estate, to-wit:

PARCEL I

Lot 4, Section 2, Township 2 North, Range 2 East Boise Meridian (being
the NW 1/4 of the NW 1/4 of said Section 2).

PARCEL II

Southwest 1/4 Northwest 1/4, Section 2, Township 2 North, Range 2 East,
Boise Meridian EXCEPTING THEREFROM that portion of the S 1/2 SW 1/4 NW 1/4
of said Section as previously conveyed by Deed dated July 23, 1976 and
recorded July 26, 1976 as Instrument #7629126 records of Ada County, Idaho.

PARCEL III

Lot 1, Section 3, Township 2 North, Range 2 East Boise Meridian (being the
NE 1/4 of the NE 1/4 of said Section 3) EXCEPTING THEREFROM the following
described parcel;

Commencing at the Northeast corner of Section 3, Township 2N, Range 2 E.B.M.
thence N. 89° 34'15" W. 546.66 feet along the north section line of said
Section 3 to the Real Point of Beginning, thence continuing N. 89° 34' 15"
W. .780.00 feet to a 1/16th corner; thence S. 00° 11' 54" E. 568.08 feet to
a point; thence S. 89° 34' 15" E. 740.00 feet to a point; thence N. 00° 11' 54" W.
187.18 feet to a point; thence S. 89° 34' 15" E. 40.00 feet to a point;
thence N. 00° 11' 54" W. 380.90 feet to the Real Point of Beginning, containing
10.00 acres.

TOGETHER with all tenements and hereditaments and together with all wells
and water rights, including a 12-inch well located on said property.

SUBJECT to accruing taxes and to power line and pipeline easements of
record.

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

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused
its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its
Secretary this 16th day of January, 1981.

By

[Signature]
VICE - PRESIDENT.

ATTEST:

[Signature]
Mabel Redwine
SECRETARY.

STATE OF IDAHO, County of Ada

On this 16th day of January, 1981
before me, a Notary Public in and for said State, personally appeared Jerry J. Hansen and
Mabel Redwine, known to me to
be the Vice President and Asst. Secretary of the corporation that executed this instrument or the persons who executed the instrument on behalf of said corporation, and
acknowledged to me that such corporation executed the same.

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

Residing at:
Comm. Expires

[Signature]
Notary Public
Boise, Idaho
8/1/81

STATE OF IDAHO, COUNTY OF Ada

I hereby certify that this instrument was filed for record at
the request of SAFECO TITLE

at 00 minutes past 8 o'clock A.M.
this 20th day of January,
1981, in my office, and duly recorded in Book
of Deeds at Page

JOHN BASTIDA

Ex-Officio Recorder

By

[Signature]
Deputy.

Fees \$200
Mail to:

INSTRUMENT NO.



SAFECO

300 NORTH SIXTH STREET
P.O. BOX 2628
BOISE, IDAHO 83701
(208) 343-3667

LINDA VISTA PLAZA OFFICE
6481 FAIRVIEW AVENUE
BOISE, IDAHO 83704
(208) 376-8300