

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

DE ✓
RECEIVED
SEP 20 2012
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.

PD 65-12755	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Cloverdale Nursery & Turf Farm
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Southern Valley County Recreation District
Name of each new owner as listed on the conveyance document
* only 1 owner*, Kenneth R. Arment, A Horney
New owner continued ☐ Name connector ☐ and ☐ or ☐ and/or
P.O. Box 1549
Mailing address
Cascade ID 83611
City State ZIP
(208) 630-4919 KennethArment@gmail.com
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: 08/03/12

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.

7. Signature:

Kenn Arment
Signature of new owner/claimant

Attorney for District
Title, if applicable

9/20/12
Date

Signature:

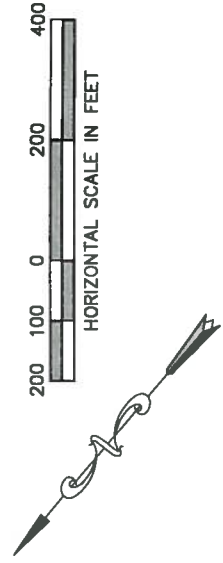
Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by RS Date 9.20.12 Receipt No. W040884 Receipt Amt. 25-
Approved by _____ Processed by RS Date 10.30.12



RECORD OF SURVEY

Southern Valley County Recreation District

Located In a Portion of the N1/2NE1/4 of Section 36
T. 14 N, R. 3 E., B.M.,
Valley County, Idaho

Legend

- Set 5/8 Inch Rebar (PLS 13549)
- Found 5/8 Inch Rebar
- Found Section Monument as Noted
- Calculated Position, No Monument Found or Set
- Set 2 1/2" Long with 3/4" Dia. Cap Brass Plug in Concrete (PLS 5618)
- Boundary Line
- Existing Boundary Line
- Easement Line
- Approximate Deed Line - Refer to Deed Inst. No. 63380 & 45087
- Sixteenth Section Line
- Right-of-Way Line
- Area of Proposed Dedication to the Public (2.23 + 1.73 = 3.96 Acres)
- Area of Proposed Annexation into the City of Cascade and Proposed Dedication to the Public (1.73 Acres)
- Area of Proposed Dedication to the Public (2.23 + 1.73 = 3.96 Acres)

LINE	LENGTH	BEARING
L1	29.99	N43°37'03"W
L2	82.94	N43°37'03"W
L3	41.79	N43°34'59"W
L4	71.05	N43°34'59"W
L5	71.29	N19°39'24"E
L6	121.10	N14°40'46"E
L7	20.00	S87°54'00"W
L8	20.00	S87°54'00"W
L9	100.00	N54°56'24"E
L10	100.00	S56°09'19"W
L11	100.00	N56°09'19"E
L12	35.18	N03°20'56"W

CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	13.95	2914.90	13.95	N09°42'12"W
C2	917.97	2914.90	914.18	N18°51'44"W
C3	167.37	2914.90	167.34	N32°11'58"W
C4	43.56	230.00	43.49	N09°15'14"E
C5	32.20	170.00	32.15	N09°15'14"E
C6	116.67	110.00	111.28	S34°12'51"W
C7	53.03	50.00	50.58	S34°12'51"W
C8	209.54	180.00	197.91	N31°15'00"E
C9	139.70	120.00	131.94	N31°15'00"E
C10	84.41	200.00	83.78	N14°11'25"W
C11	42.20	100.00	41.89	N14°11'25"W
C12	375.41	2450.00	375.04	N30°40'13"W
C13	390.73	2550.00	390.35	N30°40'13"W
C14	135.85	2914.90	135.84	N29°13'10"W

CERTIFICATE OF SURVEYOR

I, George J. Bowers IV, do hereby certify that I am a registered Professional Land Surveyor, licensed by the State of Idaho, and that this map has been prepared from an actual survey made on the ground by me or under my supervision, and that this map is an accurate representation of said survey, and is in conformity with the current laws of the State of Idaho pertaining to plats and surveys, including Title 55, Chapter 16, Corner Perpetuation and Filing.



Fodrea Land Group, Inc.
Surveyors. Engineers. Planners.

105 N. MAIN STREET, P.O. BOX 188 - CASCADE, IDAHO 83611 - OFFICE: 208.382.4902 - FAX: 208.382.3410
WWW.FODREALANDGROUP.COM

JOB NO: 2010-10
DRAWN BY: GJB
DATE: 09/10/12
SHEET: 1 OF 1

BK 12, PG 15
Inst. No. 371975

Notes

- Refer to ROS Bk. 6, pg. 610, Inst. No. 236007
- Refer to ROS Bk. 7, pg. 47, Inst. No. 256342
- Refer to ROS Bk. 10, pg. 141, Inst. No. 336143
- Refer to ROS Bk. 11, pg. 93, Inst. No. 353941
- Refer to Affidavit of Interest in Real Property, Inst. No. 300715

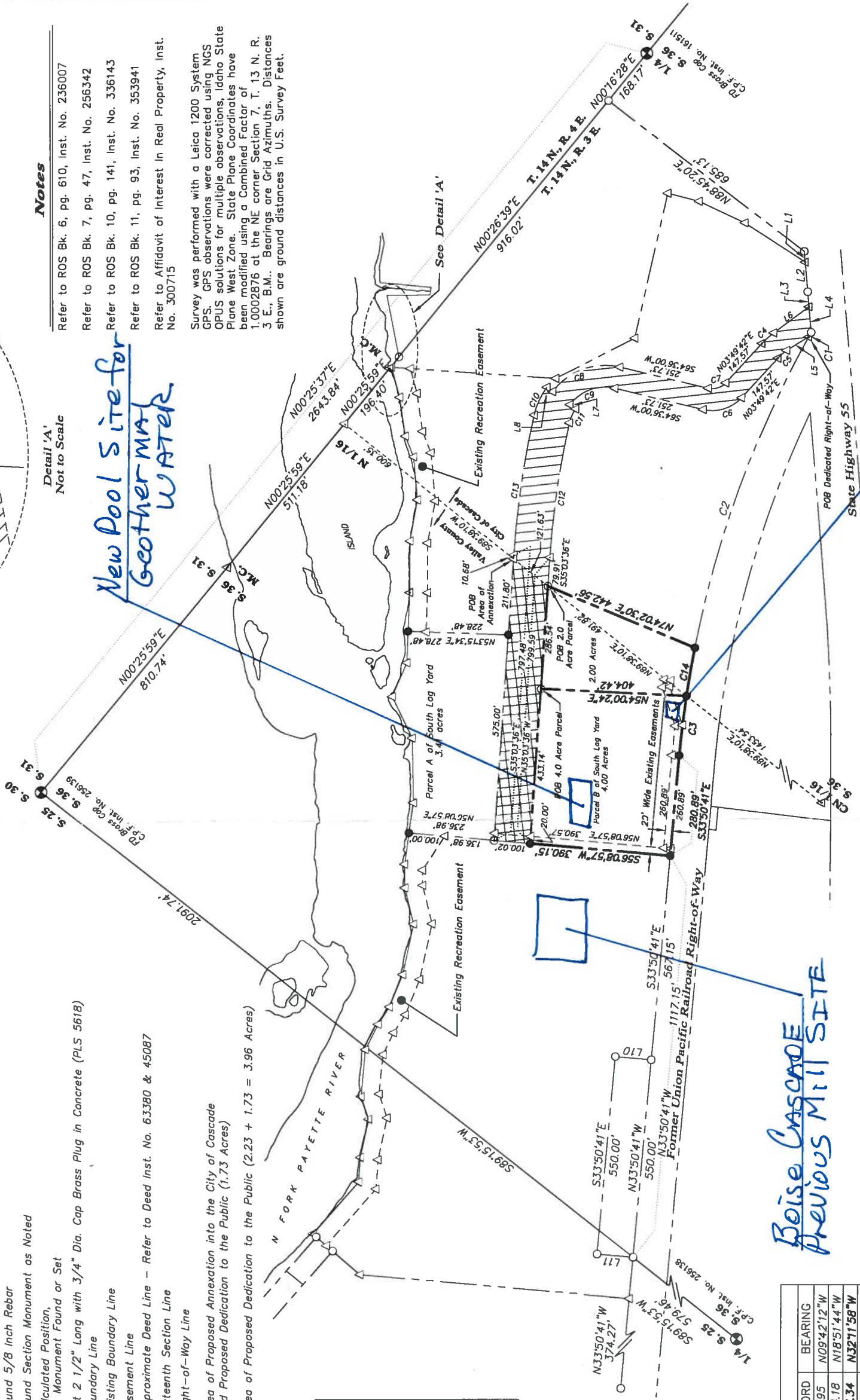
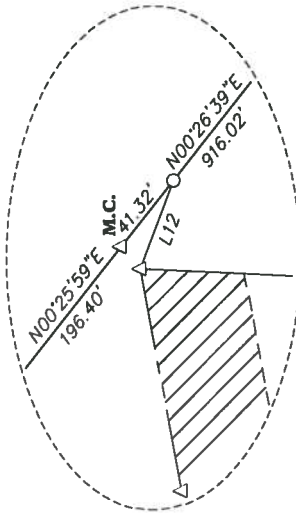
Survey was performed with a Leica 1200 System GPS. GPS observations were corrected using NGS OPUS solutions for multiple observations, Idaho State Plane West Zone. State Plane Coordinates have been modified using a Combined Factor of 1.0002876 at the NE corner Section 7, T. 13 N. R. 3 E., B.M.. Bearings are Grid Azimuths. Distances shown are ground distances in U.S. Survey Feet.

Detail 'A'
Not to Scale

New Pool Site for
Geothermal
Water

Boise Cascade
Previous Mill Site

Existing Well Site



RECEIVED

OCT 29 2012

WATER RESOURCES
WESTERN REGION

Instrument # 372970

VALLEY COUNTY, CASCADE, IDAHO

10-26-2012 08:34:51 No. of Pages: 2

Recorded for : BEN WELLINGTON

ARCHIE N. BANBURY

Ex-Officio Recorder Deputy

Index to: QUITCLAIM DEED

Fee: 13.00

QUITCLAIM DEED TO WATER RIGHT NO. 65-12755

FOR VALUE RECEIVED pursuant to contractual agreement for purchase of land and water right closed on or about August 3, 2012, and as documented in a Special Warranty Deed recorded in Valley County Office of the Recorder as Instrument No. 371078, which is incorporated herein by reference as the real property appurtenant to said water right for purposes of title transfer and use;

Cloverdale Nursery & Turf Farm, Inc., the owner of record with the Idaho Department of Water Resources, does hereby convey, release, remise and forever quitclaim unto the Southern Valley County Recreation District, all of its rights to the following decreed water right as designated by the Idaho Department of Water Resources under the following number:

Water Right Number 65-12755, in the facial amount of 1.180 CFS for the use of heating from the low temperature geothermal ground water source, with a priority date of 11/12/1985, and annual period of use from 10/1 to 3/31, as currently deposited with the Idaho Water Bank.

Cloverdale Nursery & Turf Farm, Inc., does not warrant or guarantee the water right in any other manner but for the transfer of ownership and title of all its interests in the water right, and said corporation has allowed the purchaser, Southern Valley County Recreation District, sufficient time to investigate; review; and accept the current status of the water right pursuant to the purchase agreement.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 24 day of

October, 2012.

GRANTOR:

Cloverdale Nursery & Turf Farm, Inc.,
An Idaho Corporation, by and through:

Terry Cook

Terry Cook, President

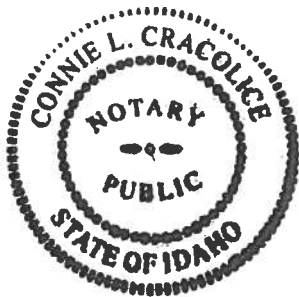
**QUITCLAIM DEED of Water Right From: Cloverdale Nursery & Turf Farm, Inc., To:
the Southern Valley County Recreation District,**

Page 1 of 2

STATE OF IDAHO)
) ss.
County of Ada)

On this 24th day of October, 2012, before me Connie L. Cracolice, personally appeared Terry Cook, known or identified to me to be the president of CLOVERDALE NURSERY & TURF FARM, INC., an Idaho corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Connie L. Cracolice
NOTARY PUBLIC FOR IDAHO

Residing at: Melba, Idaho

My commission expires: 09.16.16

Fodrea Group Surveyors. Engineers.

P.O. Box 188, 105 N. Main, Cascade, Idaho 83611 Phone (208) 382-4902 Fax (208) 382-3410

www.fodrealandgroup.com

October 4, 2011

**4.00 Acres of South Log Yard
N1/2NE1/4 of Section 36,
T. 14 N., R. 3 E., B.M.,
Valley County, Idaho
2010**

A parcel of land located in the N1/2NE1/4 of Section 36, T. 14 N., R. 3 E., B.M., Valley County, Idaho being more particularly described as follows:

Commencing at the east 1/4 corner of said Section 36, a found brass cap monument, C.P.F. Inst. No. 161511, corner records of said Valley County; Thence a bearing of N 00°16'28" E, a distance of 168.17 feet, on the east boundary of said Section 36, to a found 5/8 inch rebar; Thence a bearing of N 00°26'39" E, a distance of 916.02 feet, on said east boundary of Section 36, to a found 5/8 inch rebar; Thence a bearing of N 00°25'59" E, a distance of 41.32 feet, on said east boundary of Section 36, to a point being the meander corner on the right bank of the North Fork of the Payette River common to Section 31, T. 14 N., R. 4 E., B.M., and said Section 36, T. 14 N., R. 3 E., B.M.; Thence a bearing of N 00°25'59" E, a distance of 196.40 feet, on said east boundary of Section 36, to a point being the N1/16 corner common to said Section 31, T. 14 N., R. 4 E., B.M., and said Section 36, T. 14 N., R. 3 E., B.M.; Thence a bearing of S 89°38'10" W, a distance of 721.98 feet on the south boundary of the N1/2NE1/4 of said Section 36, to a set 5/8 inch rebar; Thence a bearing of N 35°03'36" W, a distance of 286.54 feet to a set 5/8 inch rebar being the TRUE POINT OF BEGINNING.

Thence a bearing of N 35°03'36" W, a distance of 433.14 feet to a set 5/8 inch rebar; Thence a bearing of S 56°08'57" W, a distance of 390.15 feet to a set 5/8 inch rebar on the easterly right-of-way boundary of the Former Union Pacific Railroad; Thence a bearing of S 33°50'41" E, a distance of 280.89 feet, on said easterly right-of-way boundary of the Former Union Pacific Railroad, to a set 5/8 inch rebar; Thence on a curve to the right, on said easterly right-of-way boundary of the Former Union Pacific Railroad, which curve has a radius of 2914.90 feet, a length of 167.37 feet, and a chord which bears S 32°11'58" E, a distance of 167.34 feet to a set 5/8 inch rebar on the south boundary of the N1/2NE1/4 of said Section 36; Thence a bearing of N 54°00'24" E, a distance of 404.42 feet to the POINT OF BEGINNING.

Said described parcel of land contains 4.00 acres, more-or-less, together with and subject to rights-of-way and easements of record and/or use.



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Southern Valley County Recreation District
P.O. Box 723
Cascade, Idaho 83611

RECEIVED

OCT 22 2012

WATER RESOURCES
WESTERN REGION

Space Above For Recorder's Use)

SPECIAL WARRANTY DEED

For good and valuable consideration, the receipt of which is hereby acknowledged, CLOVERDALE NURSERY & TURF FARM, INC., an Idaho corporation ("Grantor"), conveys and specially warrants to SOUTHERN VALLEY COUNTY RECREATION DISTRICT, a body politic of the State of Idaho ("Grantee"), whose address is P.O. Box 723, Cascade, ID 83611, and its successors and assigns forever the following described real property:

SEE EXHIBIT A attached hereto and incorporated herein.

SUBJECT TO taxes and assessments for the year 2012 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to all zoning laws and ordinances, to any state of facts an accurate survey or inspection of the premises would show and to those items set forth on **Exhibit B** attached hereto and incorporated herein ("Permitted Exceptions").

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the real property herein described as well in law as in equity.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said real property; that the real property is free from encumbrances created or suffered by the Grantor, excepting the Permitted Exceptions and those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims of or through Grantor, but none other.

[End of text. Execution on following page.]

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 3 day of Aug., 2012.

GRANTOR:

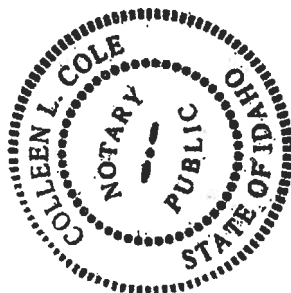
Cloverdale Nursery & Turf Farm, Inc.,
an Idaho corporation

By: Terry Cook
Terry Cook
Its: President

STATE OF IDAHO)
County of Valley) ss.

On this 3 day of August, 2012, before me Colleen L. Cole, personally appeared Terry Cook, known or identified to me to be the President of CLOVERDALE NURSERY & TURF FARM, INC., an Idaho corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Colleen L. Cole
NOTARY PUBLIC FOR IDAHO

Residing at Cascade

My commission expires 6-10-2017

Exhibit A
Property Description

EXHIBIT A

A parcel of land located in the N1/2 NE1/4 of Section 36, Township 14 North, Range 3 East, Boise Meridian, Valley County, Idaho, being more particularly described as follows:

Commencing at the east 1/4 corner of said Section 36, a found brass cap monument, C.P.F. Inst. No. 161511, corner records of said Valley County; thence a bearing of N. 00° 16' 28" E., a distance 168.17 feet, on the east boundary of said Section 36, to a found 5/8 inch rebar; thence a bearing of N. 00° 26' 39" E., a distance of 916.02 feet on said east boundary of Section 36, to a found 5/8 inch rebar; thence a bearing of N. 00° 25' 59" E., a distance of 41.32 feet on said east boundary of Section 36, to a point being the meander corner on the right bank of the North Fork of the Payette River common to Section 31, T. 14 N., R. 4 E., B. M., and said Section 36, T. 14 N., R. 3 E., B.M.; thence a bearing of N. 00° 25' 59" E., a distance of 196.40 feet, on said east boundary of Section 36, to a point being the N1/16 corner common to said Section 31, T 14 N., R 4 E., B.M., and said Section 36, T. 14 N, R 3 E., B.M., thence a bearing of S. 89° 38' 10" W, a distance of 721.98 feet on the south boundary of the N1/2 NE1/4 of said Section 36, to a set 5/8 inch rebar; thence a bearing of N. 35° 03' 36" W., a distance of 286.54 feet to a set 5/8 inch rebar being the TRUE POINT OF BEGINNING.

Thence a bearing of N. 35° 03' 36" W., a distance of 433.14 feet to a set 5/8 inch rebar; thence a bearing of S. 56° 08' 57" W., a distance of 390.15 feet to a set 5/8 inch rebar on the easterly right of way boundary of the Former Union Pacific Railroad; thence a bearing of S. 33° 50' 41" E., a distance of 280.89 feet, on said easterly right-of-way boundary of the Former Union Pacific Railroad, to a set 5/8 inch rebar; thence on a curve to the right, on said easterly right-of-way boundary of the Former Union Pacific Railroad, which curve has a radius of 2914.90 feet, a length of 167.37 feet, and a chord which bears S. 32° 11' 58" E., a distance of 167.34 feet to a set 5/8 inch rebar on the south boundary of the N1/2 NE1/4 of said Section 36; thence a bearing of N. 54° 00' 24" E., a distance of 404.42 feet to the POINT OF BEGINNING.

Exhibit B
Permitted Exceptions

EXHIBIT B

EXHIBIT B
Permitted Exceptions

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters, which would be disclosed by an accurate survey or inspection of the premises.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Community property, dower, curtesy, survivorship, or homestead rights, if any, of any spouse of the insured.
6. Any titles or rights asserted by anyone including but not limited to persons, corporations, governments or other entities, to tide lands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or water rights, if any.
7. Taxes for the year 2012, an accruing lien not yet due and payable.
8. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
9. POWER LINE EASEMENT, as filed for record in the office of the Recorder of Valley County, Idaho in Book 9 of Miscellaneous at page 514 on March 2, 1995 as Instrument No. 47893.
10. EFFECT IF ANY: AGREEMENT from Boise Cascade Corporation to United States of America, as filed for record in the office of the Recorder of Valley County, Idaho on April 20, 1983 as Instrument No. 127225.
11. RECORD OF SURVEY, as filed for record in the office of the Recorder of Valley County, Idaho on August 16, 2001 as Instrument No. 256342.
12. EASEMENT to Idaho Power Company, as filed for record in the office of the Recorder of Valley County, Idaho on July 13, 2005 as Instrument No. 297562.
13. IDAHO CODE, SECTION 58-604, which grants over all lands belonging to the State, a right of way for ditches constructed by authority of the United States.
14. ENVIRONMENTAL COVENANT imposing activity and use limitations, as filed for record in the office of the Recorder of Valley County, Idaho on November 18, 2009 as Instrument No. 347301.
15. RECIPROCAL EASEMENT AGREEMENT between OfficeMax Incorporated, a Delaware corporation and Cloverdale Nursery & Turf Farm, Inc., an Idaho corporation, as filed for record in the office of the Recorder of Valley County, Idaho on November 18, 2009 as Instrument No. 347303.

16. CROSS ACCESS, PARKING, DRAINAGE AND UTILITY EASEMENT AGREEMENT between Cloverdale Nursery & Turf Farm, Inc., an Idaho corporation and Friends of the Cascade Whitewater Park, Inc., as filed for record in the office of the Recorder of Valley County, Idaho on November 18, 2009 as Instrument No. 347305.
17. UTILITY EASEMENT AGREEMENT between Cloverdale Nursery & Turf Farm, Inc., an Idaho corporation and Friends of the Cascade Whitewater Park, Inc., as filed for record in the office of the Recorder of Valley County, Idaho on November 18, 2009 as Instrument No. 347306.
18. RECORD OF SURVEY, as filed for record in the office of the Recorder of Valley County, Idaho on August 10, 2010 as Instrument No. 353941.
19. RECORD OF SURVEY, as filed for record in the office of the Recorder of Valley County, Idaho on August 10, 2010 as Instrument No. 353942.
20. CROSS ACCESS, PARKING, DRAINAGE AND UTILITY EASEMENT AGREEMENT dated August 3, 2012, between Cloverdale Nursery & Turf Farm, Inc., an Idaho corporation, and Southern Valley County Recreation District, a body politic of the State of Idaho, as filed for record in the office of the Recorder of Valley County, Idaho.

RECEIVED

OCT 22 2012

**CROSS ACCESS, PARKING, DRAINAGE AND UTILITY EASEMENT
AGREEMENT**

WATER RESOURCES
WESTERN REGION

This **CROSS ACCESS, PARKING, DRAINAGE, AND UTILITY EASEMENT AGREEMENT** is made and entered into by and between **CLOVERDALE NURSERY & TURF FARM, INC.**, an Idaho corporation, whose address is 2528 North Cloverdale Road, Boise, Idaho, 83704 ("**Cloverdale**") and the **SOUTHERN VALLEY COUNTY RECREATION DISTRICT**, a body politic of the State of Idaho, whose address is P.O. Box 723, Cascade, Idaho, 83611 ("**SVCRD**").

RECITALS.

A. SVCRD is the owner of certain property located in Valley County, Idaho, which is more particularly described in the attached **Exhibit A ("SVCRD Property")**.

B. Cloverdale is the owner of certain property located in Valley County, Idaho, which is more particularly described in the attached **Exhibit B ("Cloverdale's Property")**.

C. SVCRD desires to construct community recreation and swimming pool facilities on the SVCRD Property ("**Community Facilities**") to be developed, constructed and improved in substantial compliance with all applicable building codes, planning and zoning ordinances, entitlements and approvals.

D. Cloverdale has agreed to grant to SVCRD a non-exclusive easement across Cloverdale's Property, for purposes of providing ingress and egress to the SVCRD Property, for the placement of drainage facilities and utilities benefiting the SVCRD Property, and to provide parking for the SVCRD Property.

E. Cloverdale and SVCRD desire to memorialize the terms of their agreement.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, and for and in consideration of the mutual covenants and agreements contained herein, Cloverdale and SVCRD mutually agree, promise and covenant as follows:

1. Cloverdale hereby grants and conveys unto SVCRD a non-exclusive permanent, perpetual and irrevocable easement on, under, over, across and through the property consisting of approximately three and ninety-six one-hundredths (3.96) acres, more or

less, which is more particularly described in the attached **Exhibit C**, and depicted and identified as the cross-hatched "Area to be Annexed into the City of Cascade and Dedicated to the Public (1.73 Acres)" and "Area to be Dedicated to the Public (2.23 + 1.73 = 3.96 Acres) in the attached **Exhibit D** (hereinafter "**this Easement**" or "**the Easement Premises**").

2. This Easement is granted to SVCRD for the following purposes:

- (a) ingress and egress to and from the SVCRD Property and State Highway 55;
- (b) the placement, maintenance, repair and replacement by SVCRD of drainage facilities related to and benefiting the SVCRD Property;
- (c) the placement, maintenance, repair and replacement by SVCRD of underground utilities related to and benefiting the SVCRD Property; and
- (d) the use by SVCRD for parking for SVCRD's guests and invitees.

3. This Easement shall be non-exclusive, and Cloverdale for itself, its successors and assigns does hereby expressly reserve any and all rights to the use and enjoyment of this Easement including, without limitation, for those same purposes as set forth in paragraph 2 above for, by and on behalf of Cloverdale, its successors and assigns, and for the benefit of Cloverdale's Property in any manner which does not materially interfere with the rights granted to SVCRD herein; and provided, however, that parking contained within this Easement and all rights to access, ingress and egress on, over, across and through this Easement shall be available to the guests and invitees of SVCRD, the guests, invitees and successors of Cloverdale and the general public on a "first come, first served" basis. This Easement shall be non-exclusive and is subject to that certain Cross Access, Parking, Drainage and Utility Easement Agreement recorded on November 18, 2009, as Instrument No. 347305, records of Valley County, Idaho ("Instrument No. 347305"), and the rights and obligations of the parties thereunder.

4. Subject to the rights and obligations of the parties under Instrument No. 347305, Cloverdale shall be entitled to continue to store in place the reclaimed crushed asphalt which is currently stored on a portion of this Easement. Cloverdale shall cause such material to be removed as it is sold by Cloverdale.

5. Cloverdale shall have the right, exercisable in Cloverdale's sole discretion, to dedicate the Easement Premises to Valley County or the City of Cascade, as the case may be, for use as a public road and maintenance. Upon such election by Cloverdale to dedicate the Easement Premises to public use, SVCRD agrees to cooperate and provide any written consent for the purposes of dedication of the Easement Premises and termination of this Easement as may be required.
6. Subject to the rights and obligations of the parties under Instrument No. 347305, SVCRD shall be obligated, at its sole expense, to pay only those costs that the SVCRD deems as necessary to the dominant estate regarding construction of improvements to the Easement Premises, and all such improvements to the Easement Premises shall be built, maintained and operated in compliance with all applicable building codes, planning and zoning ordinances, entitlements and approvals.
7. Liability Insurance for Easement Premises. SVCRD shall, at all times, provide and maintain, at SVCRD's sole cost and expense, liability insurance through ICRMP insuring against claims for personal injury, bodily injury or death, and property damage or destruction, occurring in, on or about the Easement Premises, pertaining to the intentional or negligent actions of the SVCRD.
8. Until such time, if ever, as Cloverdale elects to dedicate this Easement to the public, as aforesaid, SVCRD and the parties under Instrument No. 347305 shall share in the cost of the maintenance, upkeep and repair of this Easement, in proportion to their respective use of this Easement. By acceptance of this Easement SVCRD agrees to be liable for the performance and payment of its proportionate share of the maintenance for the Easement Premises based upon SVCRD's proportionate use of the Easement Premises.
9. No party shall place gates or other obstructions placed on or across this Easement without the express prior written consent of Cloverdale, SVCRD and the parties under Instrument No. 347305, which consents may be withheld by either party for any reason whatsoever.
10. Cloverdale and SVCRD each agree to take such additional actions and to execute such other documents as are necessary or advisable to put into effect the intended purpose of this Agreement.

11. After its execution, this Cross Access, Parking, Drainage, and Utility Easement Agreement shall be recorded in the office of the Valley County Recorder. This Easement shall be considered appurtenant to and shall burden and benefit Cloverdale's Property and the SVCRD Property, respectively, in perpetuity. This Agreement shall be binding on the heirs, successors and assigns of the parties hereto. This Easement may not be expanded to other properties nor transferred or assigned, except as an appurtenance to the aforesaid respective properties.

12. In the event that any dispute arises regarding the legal consequence, interpretation, application or enforcement of this Agreement, then the prevailing party in such dispute shall be entitled to recover its attorney's fees and costs incurred, including attorney fees and costs incurred prior to the initiation of litigation or other dispute resolution, and on appeal.

13. This Agreement may not be modified except by means of a subsequently executed and acknowledged written agreement between the parties or their successors/assigns.

14. This Agreement shall be construed, interpreted, and applied, and the rights and obligations hereunder determined, in accordance with the laws of the State of Idaho. Venue for any dispute which arises regarding the legal consequence, interpretation, application or enforcement of this Agreement shall be Valley County.

15. In the case that any one or more of the provisions contained in this Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein, and any other application thereof, shall not in any way be rendered ineffective or impaired thereby, and the intent of this Agreement shall be carried out to the fullest extent possible.

16. This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

[End of text. Execution on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written next to their respective signatures, to be effective as of the date of recording of this Agreement in the real property records of Valley County, Idaho.

CLOVERDALE NURSERY & TURF FARM, INC.,
an Idaho corporation

By: Terry Cook Dated: 8-3-12
Terry Cook
It's: President

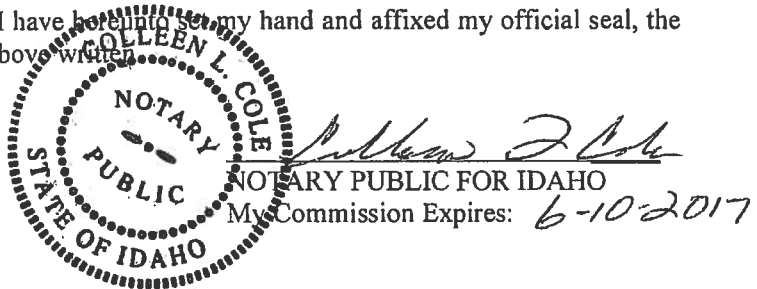
SOUTHERN VALLEY COUNTY RECREATION DISTRICT,
a body politic of the State of Idaho

By: Dennis Marguet Dated: 8-3-12
Print Name: DENNIS MARGUET
Its: Authorized Board Member

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

On this 3rd day of August, 2012, before me, Colleen L. Cole a Notary Public in and for said State, personally appeared TERRY COOK, known or identified to me to be the President of Cloverdale Nursery & Turf Farm, Inc., an Idaho corporation the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



STATE OF IDAHO,)
)ss.
County of Valley.)

On this 3rd day of August, 2012, before me, Colleen L. Cole a Notary Public in and for said State, personally appeared Dennis Marnett known or identified to me to be the Authorized Board Member of the SOUTHERN VALLEY COUNTY RECREATION DISTRICT, a body politic of the State of Idaho, the entity that executed the instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity 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.



Exhibit A

Description of the SVCRD Property

A parcel of land located in the N1/2 NE1/4 of Section 36, Township 14 North, Range 3 East, Boise Meridian, Valley County, Idaho, being more particularly described as follows:

Commencing at the east 1/4 corner of said Section 36, a found brass cap monument, C.P.F. Inst. No. 161511, corner records of said Valley County; thence a bearing of N. 00° 16' 28" E., a distance 168.17 feet, on the east boundary of said Section 36, to a found 5/8 inch rebar; thence a bearing of N. 00° 26' 39" E., a distance of 916.02 feet on said east boundary of Section 36, to a found 5/8 inch rebar; thence a bearing of N. 00° 25' 59" E., a distance of 41.32 feet on said east boundary of Section 36, to a point being the meander corner on the right bank of the North Fork of the Payette River common to Section 31, T. 14 N., R. 4 E., B. M., and said Section 36, T. 14 N., R. 3 E., B.M.; thence a bearing of N. 00° 25' 59" E., a distance of 196.40 feet, on said east boundary of Section 36, to a point being the N1/16 corner common to said Section 31, T 14 N., R 4 E., B.M., and said Section 36, T. 14 N, R 3 E., B.M., thence a bearing of S. 89° 38' 10" W, a distance of 721.98 feet on the south boundary of the N1/2 NE1/4 of said Section 36, to a set 5/8 inch rebar; thence a bearing of N. 35° 03' 36" W., a distance of 286.54 feet to a set 5/8 inch rebar being the TRUE POINT OF BEGINNING.

Thence a bearing of N. 35° 03' 36" W., a distance of 433.14 feet to a set 5/8 inch rebar; thence a bearing of S. 56° 08' 57" W., a distance of 390.15 feet to a set 5/8 inch rebar on the easterly right of way boundary of the Former Union Pacific Railroad; thence a bearing of S. 33° 50' 41" E., a distance of 280.89 feet, on said easterly right-of-way boundary of the Former Union Pacific Railroad, to a set 5/8 inch rebar; thence on a curve to the right, on said easterly right-of-way boundary of the Former Union Pacific Railroad, which curve has a radius of 2914.90 feet, a length of 167.37 feet, and a chord which bears S. 32° 11' 58" E., a distance of 167.34 feet to a set 5/8 inch rebar on the south boundary of the N1/2 NE1/4 of said Section 36; thence a bearing of N. 54° 00' 24" E., a distance of 404.42 feet to the POINT OF BEGINNING.

Exhibit B

Description of Cloverdale's Property

Cloverdale Property With South Pond Legal

South Log Yard Parcel
26.41 Acres
A Portion of the NE 1/4 of Section 36,
T. 14 N., R. 3 E., B.M.,
Valley County, Idaho

A parcel of land located a portion of the NE 1/4 of Section 36, T. 14 N., R. 3 E., B.M., Valley County, Idaho being more particularly described as follows:

Commencing at the east 1/4 corner of said Section 36, a found brass cap monument, C.P.F. Inst. No. 163511, corner records of said Valley County; Thence a bearing of N 00° 16' 28" E, a distance of 168.17 feet on the east boundary of said Section 36, to a found 5/8 inch rebar; Thence a bearing of N 00° 26' 39" E, a distance of 916.02 feet on said east boundary of Section 36, to a found 5/8 inch rebar; Thence a bearing of N 03° 21' 56" W, a distance of 35.78 feet to a point on the Ordinary High Water Line of the right bank of the North Fork of the Payette River, being the TRUE POINT OF BEGINNING.

Thence the following bearings and distances on said Ordinary High Water Line of the right bank of the North Fork of the Payette River:

A bearing of N 54° 07' 01" W, a distance of 85.55 feet to a point;
A bearing of N 47° 34' 38" W, a distance of 108.37 feet to a point;
A bearing of N 60° 31' 24" W, a distance of 61.86 feet to a point;
A bearing of N 44° 04' 56" W, a distance of 119.12 feet to a point;
A bearing of N 28° 34' 02" W, a distance of 119.12 feet to a point;
A bearing of N 38° 36' 50" W, a distance of 142.62 feet to a point;
A bearing of N 36° 44' 26" W, a distance of 108.49 feet to a set 5/8 inch rebar;

Thence departing from said Ordinary High Water Line of the right bank of the North Fork of the Payette River, a bearing of S 53° 15' 34" W, a distance of 278.48 feet to a set 5/8 inch rebar; Thence a bearing of N 35° 13' 36" W, a distance of 388.76 feet to a point; Thence a bearing of N 35° 03' 36" W, a distance of 185.24 feet to a set 5/8 inch rebar; Thence a bearing of S 55° 08' 57" W, a distance of 490.17 feet to a point on the easterly right-of-way boundary of the Former Union Pacific Railroad; Thence a bearing of S 33° 50' 43" E, a distance of 280.89 feet, on said easterly right-of-way boundary of the Former Union Pacific Railroad, to a point; Thence on a curve to the right, on said easterly right-of-way boundary of the Former Union Pacific Railroad, which curve has a length of 1221.19 feet, a radius of 2914.90 feet, and a chord which bears S 21° 50' 23" E, a distance of 1212.28 feet to a point; Thence on a curve to the right, on said easterly right-of-way boundary of the Former Union Pacific Railroad, which curve has a length of 118.95 feet, a radius of 2914.90 feet, and a chord which bears S 09° 42' 12" E, a distance of 13.95 feet to a found 5/8 inch rebar on the easterly right-of-way boundary of State Highway 55; Thence a bearing of S 43° 34' 59" E, a distance of 71.85 feet, on said easterly right-of-way boundary of State Highway 55, to a point; Thence a bearing of S 43° 34' 59" E, a distance of 41.79 feet, on said easterly right-of-way boundary of State Highway 55, to a found 5/8 inch rebar; Thence a bearing of S 43° 37' 03" E, a distance of 82.94 feet, on said easterly right-of-way boundary of State Highway 55, to a point;

Thence a bearing of N 84° 22' 37" E, a distance of 199.30 feet to a point; Thence a bearing of N 76° 28' 03" E, a distance of 140.44 feet to a point; Thence a bearing of N 65° 40' 24" E, a distance of 84.33 feet to a point; Thence a bearing of N 25° 18' 52" W, a distance of 412.44 feet to a point; Thence a bearing of N 24° 20' 44" E, a distance of 245.17 feet to a point; Thence a bearing of N 55° 06' 26" E, a distance of 456.67 feet to the POINT OF BEGINNING.

Said described parcel of land contains 26.41 acres, more or less, together with and subject to rights-of-way and easements of record and/or use, and to claims by the State of Idaho of the lands southwesterly of said described Ordinary High Water Mark.

EXHIBIT

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TOGETHER WITH:

**SOUTH FORK PARCEL:
A PORTION OF GOVERNMENT LOT 4
IN SECTION 36, TOWNSHIP 14 NORTH, RANGE 3 EAST, BOISE MERIDIAN,
CASCADE, VALLEY COUNTY, IDAHO**

A portion of Government Lot 4 in Section 36, Township 14 North, Range 3 East, Boise Meridian, Cascade, Valley County, Idaho, more particularly described as follows;

Beginning at the found Brass Cap at the Section Corner common to Sections 30 and 31, Township 14 North, Range 4 East, and said Sections 25 and 36, Township 14 North Range 3 East, Boise Meridian from which a found Brass Cap at the $\frac{1}{4}$ Corner common to said Sections 36 and 31 bears South $00^{\circ} 25' 59''$ West a distance of 2843.67 feet;

thence along the township line common to said Sections 31 and 36, South $00^{\circ} 25' 59''$ West a distance of 1526.30 feet to the TRUE POINT OF BEGINNING;

thence South $00^{\circ} 25' 59''$ West a distance of 949.36 feet;

thence South $88^{\circ} 45' 16''$ West a distance of 685.21 feet to the East Right-of-Way of Highway 55;

thence along said East Right-of-Way of Highway 55, North $43^{\circ} 35' 28''$ West a distance of 30.15 feet;

thence North $84^{\circ} 22' 59''$ East a distance of 199.03 feet;

thence North $76^{\circ} 28' 25''$ East a distance of 140.44 feet;

thence North $65^{\circ} 40' 46''$ East a distance of 89.33 feet;

thence North $26^{\circ} 03' 30''$ West a distance of 412.44 feet;

thence North $24^{\circ} 21' 06''$ East a distance of 245.17 feet;

thence North $55^{\circ} 06' 48''$ East a distance of 456.67 feet to a point on the Right Bank Ordinary High Water Line;

thence South $54^{\circ} 05' 39''$ East a distance of 3.08 feet to the TRUE POINT OF BEGINNING.

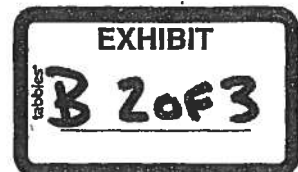
Containing 334,471 square feet, 7.678 Acres, More or Less.

The subject property is subject to the following:

Subject to all easements and rights-of-way of record, and, not of record.

State of Idaho's claim to the lands easterly of the Ordinary High Water Line.

The resolution of Railroad Right-of-Way and Boise Cascade Ownership deed call issues.



EXCEPTING THEREFROM:

A parcel of land located in the N1/2 NE1/4 of Section 36, Township 14 North, Range 3 East, Boise Meridian, Valley County, Idaho, being more particularly described as follows:

Commencing at the east 1/4 corner of said Section 36, a found brass cap monument, C.P.F. Inst. No. 161511, corner records of said Valley County; thence a bearing of N. 00° 16' 28" E., a distance 168.17 feet, on the east boundary of said Section 36, to a found 5/8 inch rebar; thence a bearing of N. 00° 26' 39" E., a distance of 916.02 feet on said east boundary of Section 36, to a found 5/8 inch rebar; thence a bearing of N. 00° 25' 59" E., a distance of 41.32 feet on said east boundary of Section 36, to a point being the meander corner on the right bank of the North Fork of the Payette River common to Section 31, T. 14 N., R. 4 E., B.M., and said Section 36, T. 14 N., R. 3 E., B.M.; thence a bearing of N. 00° 25' 59" E., a distance of 196.40 feet, on said east boundary of Section 36, to a point being the N1/16 corner common to said Section 31, T 14 N., R 4 E., B.M., and said Section 36, T. 14 N, R 3 E., B.M., thence a bearing of S. 89° 38' 10" W, a distance of 721.98 feet on the south boundary of the N1/2 NE1/4 of said Section 36, to a set 5/8 inch rebar; thence a bearing of N. 35° 03' 36" W., a distance of 286.54 feet to a set 5/8 inch rebar being the TRUE POINT OF BEGINNING.

Thence a bearing of N. 35° 03' 36" W., a distance of 433.14 feet to a set 5/8 inch rebar; thence a bearing of S. 56° 08' 57" W., a distance of 390.15 feet to a set 5/8 inch rebar on the easterly right of way boundary of the Former Union Pacific Railroad; thence a bearing of S. 33° 50' 41" E., a distance of 280.89 feet, on said easterly right-of-way boundary of the Former Union Pacific Railroad, to a set 5/8 inch rebar; thence on a curve to the right, on said easterly right-of-way boundary of the Former Union Pacific Railroad, which curve has a radius of 2914.90 feet, a length of 167.37 feet, and a chord which bears S. 32° 11' 58" E., a distance of 167.34 feet to a set 5/8 inch rebar on the south boundary of the N1/2 NE1/4 of said Section 36; thence a bearing of N. 54° 00' 24" E., a distance of 404.42 feet to the POINT OF BEGINNING.

EXHIBIT

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Exhibit C

Description of Easement



Fodrea Land Group

Surveyors. Engineers. Planners.

P.O. Box 188, 105 N. Main, Cascade, Idaho 83611 Phone (208) 382-4902 Fax (208) 382-3410

www.fodrealandgroup.com

April 24, 2012

**Right-of-Way Dedication
NE1/4 of Section 36,
T. 14 N., R. 3 E., B.M.,
Valley County, Idaho
2012**

A Public Road Right-of-way Dedication located in the NE1/4 of Section 36, T. 14 N., R. 3 E., B.M., Valley County, Idaho being more particularly described as follows:

Commencing at the east 1/4 corner of said Section 36, a found brass cap monument, C.P.F. Inst. No. 161511, corner records of said Valley County; Thence a bearing of N 00°16'28" E, a distance of 168.17 feet, on the east boundary of said Section 36, to a found 5/8 inch rebar; Thence a bearing of S 88°45'20" W, a distance of 685.13 feet to a found 5/8 inch rebar on the easterly right-of-way boundary of State Highway 55; Thence a bearing of N 43°37'03" W, a distance of 29.99 feet, on said easterly right-of-way boundary, to a point; Thence a bearing of N 43°37'03" W, a distance of 82.94 feet, on said easterly right-of-way boundary, to a found 5/8 inch rebar; Thence a bearing of N 43°34'59" W, a distance of 41.79 feet, on said easterly right-of-way boundary, to a point; Thence a bearing of N 43°34'59" W, a distance of 71.05 feet, on said easterly right-of-way boundary, to a found 5/8 inch rebar on the easterly right-of-way boundary of the Former Union Pacific Railroad; Thence on a curve to the left, on said easterly right-of-way boundary of the Former Union Pacific Railroad, which curve has a length of 13.95 feet, a radius of 2914.90 feet, and a chord which bears N 09°42'12" W, a distance of 13.95 feet to the **POINT OF BEGINNING** of said easement;

Thence the following bearings, distances, and curve data on the perimeter of said right-of-way:

A bearing of N 19°39'24" E, a distance of 71.29 feet to a point;

A curve to the left, which curve has a length of 32.20 feet, a radius of 170.00 feet, and a chord which bears N 09°15'14" E, a distance of 32.15 feet to a point;

A bearing of N 03°49'42" E, a distance of 147.57 feet to a point;

A curve to the right, which curve has a length of 116.67 feet, a radius of 110.00 feet, and a chord which bears N 34°12'51" E, a distance of 111.28 feet to a point;

A bearing of N 64°36'00" E, a distance of 251.73 feet to a point;

A curve to the left, which curve has a length of 139.70 feet, a radius of 120.00 feet, and a chord which bears N 31°15'00" E, a distance of 131.94 feet to a point;



Fodrea Land Group

Surveyors. Engineers. Planners.

P.O. Box 188, 105 N. Main, Cascade, Idaho 83611 Phone (208) 382-4902 Fax (208) 382-3410

www.fodrealandgroup.com

A bearing of S 87°54'00" W, a distance of 20.00 feet to a point;
A curve to the left, which curve has a length of 42.20 feet, a radius of 100.00 feet, and a chord which bears N 14°11'25" W, a distance of 41.89 feet to a point;
A curve to the left, which curve has a length of 375.41 feet, a radius of 2450.00 feet, and a chord which bears N 30°40'13" W, a distance of 375.04 feet to a point;
A bearing of N 35°03'36" W, a distance of 799.59 feet to a set 5/8 inch rebar;
A bearing of N 56°08'57" E, a distance of 100.02 feet to a set 5/8 inch rebar;
A bearing of S 35°03'36" E, a distance of 797.48 feet to a point;
A curve to the right, which curve has a length of 390.73 feet, a radius of 2550.00 feet, and a chord which bears S 30°40'13" E, a distance of 390.35 feet to a point;
A curve to the right, which curve has a length of 84.41 feet, a radius of 200.00 feet, and a chord which bears S 14°11'25" E, a distance of 83.78 feet to a point;
A bearing of S 87°54'00" W, a distance of 20.00 feet to a point;
A curve to the right, which curve has a length of 209.54 feet, a radius of 180.00 feet, and a chord which bears S 31°15'00" W, a distance of 197.91 feet to a point;
A bearing of S 64°36'00" W, a distance of 251.73 feet to a point;
A curve to the left, which curve has a length of 53.03 feet, a radius of 50.00 feet, and a chord which bears S 34°12'51" W, a distance of 50.58 feet to a point;
A bearing of S 03°49'42" W, a distance of 147.57 feet to a point;
A curve to the right, which curve has a length of 43.56 feet, a radius of 230.00 feet, and a chord which bears S 09°15'14" W, a distance of 43.49 feet to a point;
A bearing of S 14°40'46" W, a distance of 121.10 feet to a point on the easterly right-of-way boundary of said State Highway 55;
A bearing of N 43°34'59" W, a distance of 71.05 feet to a found 5/8 inch rebar on the easterly right-of-way boundary of said Former Union Pacific Railroad Right-of-way;
A curve to the left, on said easterly right-of-way boundary, which curve has a length of 13.95 feet, a radius of 2914.90 feet, and a chord which bears N 09°42'12" W, a distance of 13.95 feet to the POINT OF BEGINNING.

Said described right-of-way contains 3.96 acres, more or less.

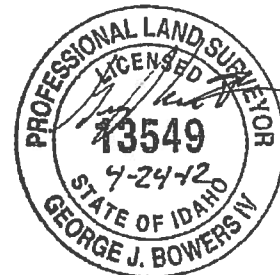


Exhibit D

Site Plan Depicting “Cross Access, Parking, Drainage and Utility Easement”



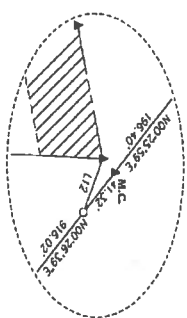
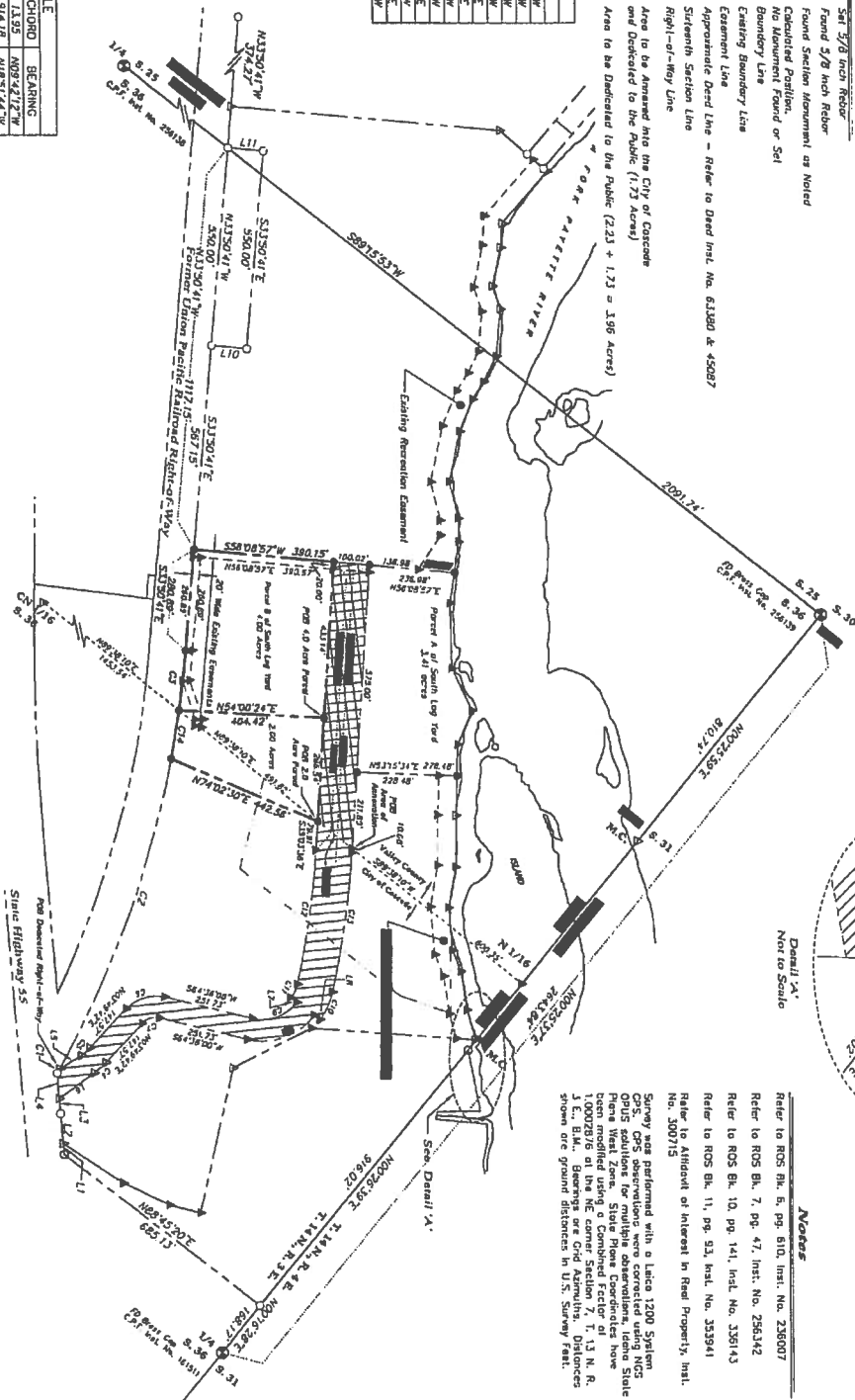
RECORD OF SURVEY

for
Southern Valley County Recreation District
Located in a Portion of the N1/2NE1/4 of Section 36
T. 14 N., R. 3 E., S. 4 E.,
Valley County, Idaho

- Legend**
- Set 3/8 inch Rebar
 - Found Section Monument as Noted
 - Calculated Position, No Monument Found or Set
 - Boundary Line
 - Existing Boundary Line
 - Approximate Dead Line - Refer to Deed Inst. No. 61580 & 45087
 - Sixteenth Section Line
 - Right-of-Way Line
 - Area to be Amended into the City of Cascade and Dedicated to the Public (1.73 Acres)
 - Area to be Dedicated to the Public (2.23 + 1.73 = 3.96 Acres)

LINE	LENGTH	BEARING
L1	82.89	N43.17°01'W
L2	82.84	N43.17°01'W
L3	41.79	N43.17°01'W
L4	71.05	N43.17°01'W
L5	71.29	N15.39°24'E
L6	121.10	N15.39°24'E
L7	120.00	S87.53°01'W
L8	120.00	S87.53°01'W
L9	102.00	S56.09°19'E
L10	102.00	S56.09°19'E
L11	102.00	S56.09°19'E
L12	35.18	N03.20°36'W

CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	13.95	2914.50	13.95	N09°47'17"W
C2	917.97	2914.50	914.18	N18°51'44"W
C3	167.37	2914.50	167.34	N48°21'58"W
C4	41.56	234.00	43.49	N09°31'14'E
C5	32.20	170.00	32.15	N09°31'14'E
C6	48.67	170.00	47.88	S84°12'31"W
C7	132.70	120.00	127.91	S87.53°01'W
C8	208.54	120.00	197.91	S87.53°01'W
C9	42.20	100.00	41.89	N11°11'23"W
C10	390.73	2550.00	390.35	N49°40'13"W
C11	135.05	2914.50	135.04	N29°17'01"W



Notes

Refer to RDS Bl. 6, pg. 610, Inst. No. 256007
Refer to RDS Bl. 7, pg. 47, Inst. No. 256342
Refer to RDS Bl. 10, pg. 141, Inst. No. 336143
Refer to RDS Bl. 11, pg. 53, Inst. No. 333941
Refer to Affidavit of Interest in Real Property, Inst. No. 300715
Survey was performed with a Leica 1200 System GPS. GPS observations were corrected using RDS CORS. The CORS data was obtained from the Idaho State Plane West Zone. State Plane Coordinates have been modified using a Combined Factor of 1.13 N. R. 1.000276 at the NE corner Station 7, T. 14 N., R. 3 E., S. 4 E. Station 7. The CORS data was obtained from the Idaho State Plane West Zone. State Plane Coordinates have been modified using a Combined Factor of 1.13 N. R. 1.000276 at the NE corner Station 7, T. 14 N., R. 3 E., S. 4 E. Station 7. The CORS data was obtained from the Idaho State Plane West Zone. State Plane Coordinates have been modified using a Combined Factor of 1.13 N. R. 1.000276 at the NE corner Station 7, T. 14 N., R. 3 E., S. 4 E. Station 7.



Fodred Land Group, Inc.
Surveyors, Engineers, Planners.
105 N. MAIN STREET, P.O. BOX 188, CASCADE DAMO 18311 - ORANGE, 208.383.4410
WWW.FODRELANDGROUP.COM
JDN NO. 2010.10
DRAWN BY: JDN
DATE: 04/20/12
SHEET: 1 OF 1



700 S. Main Street
Cascade, ID 83611

Bus (208) 382-4206
Fax (208) 382-4218

ESCROW INSTRUCTIONS

TO: AMERITITLE

ESCROW # IC17941

Seller(s): Qualified Intermediary: Pioneer 1031 Company, an Idaho Corporation
Cloverdale Nursery and Turf Farm Inc

Buyer(s): Southern Valley County Recreation District, a body politic of the State of Idaho

Legal Description:

A parcel of land located in the N1/2 NE1/4 of Section 36, Township 14 North, Range 3 East, Boise Meridian, Valley County, Idaho, being more particularly described as follows:

Commencing at the east 1/4 corner of said Section 36, a found brass cap monument, C.P.F. Inst. No. 161511, corner records of said Valley County; thence a bearing of N. 00° 16' 28" E., a distance 168.17 feet, on the east boundary of said Section 36, to a found 5/8 inch rebar; thence a bearing of N. 00° 26' 39" E., a distance of 916.02 feet on said east boundary of Section 36, to a found 5/8 inch rebar; thence a bearing of N. 00° 25' 59" E., a distance of 41.32 feet on said east boundary of Section 36, to a point being the meander corner on the right bank of the North Fork of the Payette River common to Section 31, T. 14 N., R. 4 E., B.M., and said Section 36, T. 14 N., R. 3 E., B.M.; thence a bearing of N. 00° 25' 59" E., a distance of 196.40 feet, on said east boundary of Section 36, to a point being the N1/16 corner common to said Section 31, T. 14 N., R. 4 E., B.M., and said Section 36, T. 14 N., R. 3 E., B.M., thence a bearing of S. 89° 38' 10" W., a distance of 721.98 feet on the south boundary of the N1/2 NE1/4 of said Section 36, to a set 5/8 inch rebar; thence a bearing of N. 35° 03' 36" W., a distance of 286.54 feet to a set 5/8 inch rebar being the TRUE POINT OF BEGINNING. Thence a bearing of N. 35° 03' 36" W., a distance of 433.14 feet to a set 5/8 inch rebar; thence a bearing of S. 56° 08' 57" W., a distance of 390.15 feet to a set 5/8 inch rebar on the easterly right of way boundary of the Former Union Pacific Railroad; thence a bearing of S. 33° 50' 41" E., a distance of 280.89 feet, on said easterly right-of-way boundary of the Former Union Pacific Railroad, to a set 5/8 inch rebar; thence on a curve to the right, on said easterly right-of-way boundary of the Former Union Pacific Railroad, which curve has a radius of 2914.90 feet, a length of 167.37 feet, and a chord which bears S. 32° 11' 58" E., a distance of 167.34 feet to a set 5/8 inch rebar on the south boundary of the N1/2 NE1/4 of said Section 36; thence a bearing of N. 54° 00' 24" E., a distance of 404.42 feet to the POINT OF BEGINNING.

Seller hereby deposits, or shall cause to be deposited, the following with escrow under these instructions:

Resolution from Seller authorizing transaction. Signed closing documents, Signed Corporate Resolution, Signed and Notarized Special Warranty Deed. Water and Geothermal Rights Conveyance, Signed Easement Agreement.

Seller authorizes preparation, delivery, release, and recording of documents when AmeriTitle holds for the account of the seller the sum as shown on the signed estimated closing statement and further authorizes credits, deductions, and adjustments as set forth on the signed estimated closing statement. Certain items shown on the closing statement are estimates only and the final figures may be adjusted to accommodate exact amounts required at the time of disbursement.

Sellers represent to AmeriTitle they have read and approved the herein mentioned commitment/preliminary title report and have not executed any lien documents (such as a deed of trust or mortgage) that are not reflected on the commitment/preliminary title report. Sellers further acknowledge and will indemnify AmeriTitle against any loss should a lien be executed by the undersigned and recorded prior to the closing of this transaction.

Buyer hereby deposits, or shall cause to be deposited, the following with escrow under these instructions:

Copy of authorization for Board Member to sign documents. Signed closing documents. Ready Funds. Signed Easement Agreement. Acceptance of Special Water and Geothermal Rights conveyance. Acceptance of Special Warranty Deed.

Buyer authorizes preparation, delivery, release and recording of documents when AmeriTitle is prepared to issue an Owner's Title insurance policy (ALTA 2006) in standard form in the amount of the sales price insuring the Grantee on the deed deposited by Seller on the property described in the commitment/preliminary title report(s):

0017941, report # 1, subject to the general exceptions and exceptions # 2-10, 12-24 and new reciprocal easement agreement and recorded documents as shown above. Unless instructed differently within this file title to the subject property shall be conveyed into the names of Southern Valley County Recreation District, a body politic of the State of Idaho.

If Buyer is obtaining a new loan, AmeriTitle is authorized to record any documents and issue any ALTA Lender's policy required by or on behalf of Lender. Buyer further authorizes credits, deductions and adjustments as set forth on the signed estimated closing statement or estimated HUD. Certain items shown on the closing statement/HUD are estimates only and the final figures may be adjusted to accommodate exact amounts required at the time of disbursement.

Seller and Buyer jointly provide the following authorizations/instructions to AmeriTitle:

Prorate: AmeriTitle is to pro-rate as of Close of Escrow the following and charge or credit to my account accordingly:

Property Taxes (a portion of taxed parcel)

Assume a 365-day year in any prorate herein provided, unless the parties otherwise instruct AmeriTitle. AmeriTitle is to use the information contained in the last available tax statement (and any estimated increases), rental statement as provided by the seller, beneficiary's statement, and fire insurance policies delivered into escrow for the prorates provided above.

Closing: The expression "Close" or "Close of Escrow" for purposes of this agreement, means the date in which documents referred to herein are filed for record or in the case where there are no filings, when documents have been executed by all parties and funds exchanged. We understand that recording and disbursement may be subject to final review and the approval of the loan package by the lender. Documents may be released to a third party vendor for delivery to the parties and/or lender/broker involved. Under the lender's instruction and at AmeriTitle's discretion, AmeriTitle may record the documents in this transaction prior to the receipt of loan funds from the lender. These instructions are final and cannot be changed by buyer or seller once AmeriTitle holds all necessary executed documents and all collected funds.

Hazard Insurance: In all acts in this escrow relating to hazard insurance, including adjustments, if any, AmeriTitle shall be fully protected in assuming that each policy is in force and that the necessary premium therefore has been paid. The parties are to secure coverage outside of this escrow to protect their interest(s) as they may appear.

Copies: AmeriTitle is authorized to furnish to any attorney, tax advisor, broker, or lender identified with this transaction, or anyone acting on behalf of such attorney, tax advisor, broker, or lender, any information concerning this escrow, copies of all instructions, amendments and statements upon request.

Counterpart & Facsimile: These instructions may be signed in counterparts, with like effect as if all signatures appeared on a single copy. Consent, acceptance or approval required or remitted by any party hereunder may be given by facsimile transmission and AmeriTitle may complete all necessary actions without receipt of original signed instructions.

Receipt & Disbursement of funds: AmeriTitle may at their discretion, receive and/or disburse any funds in connection with this agreement by electronic wire transfer. If required by any of the parties to utilize this method of transfer, the requesting party agrees to pay any reasonable fee as assessed by AmeriTitle for this service.

Refunds: Any funds remaining on deposit after closing or refunds received by you will be refunded to the party whose account was charged. No further instructions will be required by you from either party prior to the disbursement of any such refund.

Payoffs & Releases: Seller and Buyer authorize and instruct AmeriTitle upon closing to pay all liens being released or discharged through this escrow in accordance with the payoff statements or instructions received by AmeriTitle from the lien holders.

Seller and Buyer acknowledge the following:

AmeriTitle has no liability or responsibility with respect to the following matters: (Unless expressly authorized by separate written instruction and acknowledged by AmeriTitle)

- Compliance with the requirements of the Consumer Credit Protection Act or Interstate Land Sales Act, or similar laws.
- Compliance with State or Federal law relating to construction liens, homeowners protection act or lead based paint, seller disclosures, subdivision acts and/or zoning ordinances.
- Compliance with the collection, withholding, reporting or payment of any amounts due under Section 1445 and 6039C of the Internal Revenue Code or other related statute or regulation of the Foreign Investment in Real Property Tax Act, commonly referred to as FIRPTA. Notwithstanding the fact AmeriTitle assumes no liability or responsibility to the seller and/or buyer for compliance with FIRPTA, AmeriTitle reserves the right to take any action required by such law and/or regulation without further instructions of the seller or buyer.
- Filing and/or searching for any filed Financing Statements (UCC-1) and/or their release.
- Utilities such as but not limited to water, sewer, waste collection, electricity, fuel inventory will be handled by the parties outside of this escrow.
- Should this transaction fall under the Housing and Economic Recovery Act (HERA), the parties represent to AmeriTitle all review dates have been granted to them by their lender and the parties acknowledge AmeriTitle is not monitoring any compliance dates on their behalf.
- Additional taxes levied and any prorating adjustments under Idaho Code Sections 63-403 & 63-2203.

Seller and/or Buyer agree to the following:

Continuing Authorization to Close: Seller and Buyer declare that these instructions are a continuing authorization to close when all of the documents and funds for closing are deposited, unless Seller or Buyer deposits a written notice to cancel or suspend the authorization to close before this transaction is considered final. Seller and Buyer declare that time is of essence for these instructions. These instructions are final and cannot be changed by buyer or seller once AmeriTitle holds all necessary executed documents and all collected funds.

Contingencies of Earnest Money Agreement: All terms and provisions of the Earnest Money Agreement and any amendments or addendums thereto have been complied to with the complete satisfaction of the parties or will be complied

with outside of escrow. These closing escrow instructions are not intended to amend, modify or supersede the terms and conditions set forth in the Real Estate Purchase and Sale Agreement and Addendums thereto, if any. Escrow is to be concerned only with the provisions specifically set forth in these instructions and identified by the Buyer and Seller as conditions to the closing of this escrow.

Termination of Escrow: AmeriTitle's liability hereunder is limited to its obligations specifically set forth herein. AmeriTitle may terminate this escrow at any time, without notice, or liability. Documents and monies shall be returned to the parties depositing them. AmeriTitle shall be entitled to reimbursement for any and all costs expended and shall be further entitled to an escrow cancellation fee not to exceed one half of the normal fee. Buyer and seller agree to be jointly and severally liable for the escrow cancellation fee. Any earnest money deposited with AmeriTitle shall be refunded only upon written instructions from parties, EXCEPT in the event the earnest money has been deposited by the Broker, AmeriTitle is hereby authorized to refund same to the broker's account for his disposition to the parties. In the event AmeriTitle has incurred expenses in connection herewith, AmeriTitle shall be entitled to retain expense from the earnest money and forward the balance to the broker.

Conflicting Instructions: In the event any dispute arises between the parties hereto or with any third person concerning the property, documents, or funds covered by these instructions, AmeriTitle may at its election

- (a) hold all matters in their existing status pending resolution of such dispute to AmeriTitle's satisfaction, or
- (b) join or commence a court action and in such action deposit the funds and documents referred to herein with the court where such action is pending, and ask the court to determine the rights of purchaser and seller in and to such property, documents and funds, or
- (c) resolve by arbitration in accordance with the rules of the American Arbitration Association and any judgment rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

In the event of such dispute and AmeriTitle's election of an alternative described above, AmeriTitle shall have no further duties or obligations under this agreement other than either to hold such funds and documents until Purchaser and Seller have resolved their dispute or to deposit such funds and documents into court. Seller and Buyer shall be responsible for costs associated with any of the above actions taken.

Attorney Fees: It is further agreed that in the event of any suit or claim made against AmeriTitle by either or both parties to this agreement, that said parties shall be required to pay AmeriTitle all expenses, costs and reasonable attorney's fees in connection therewith, whether suit is instituted by AmeriTitle or any of the parties hereto.

Acknowledgements and representations of Seller and Buyer:

Legal Advice: AmeriTitle is not licensed to practice law and AmeriTitle's duties and obligations under this agreement are limited to those of an escrow holder. Seller and Buyer have not been referred by AmeriTitle to any named attorney or attorneys or discouraged from seeking advice of an attorney but have been advised to seek legal counsel of my own choosing at my own expense for any question we may have. Any and all documents, which AmeriTitle has prepared for use in this transaction, have been prepared at the parties' direction and have been reviewed and are hereby approved as to content, form and terms.

Deposits: Seller and Buyer understand that all checks, money orders or drafts will be processed for collection in the normal course of business. Parties further understand that all checks, money orders or drafts required to close must be payable to AmeriTitle and must be *collected funds*, as required by federal and state statutes and regulations prior to your disbursement of any funds. AmeriTitle may commingle funds received with escrow funds of others, and may, without limitation, deposit such funds in its escrow account with any bank authorized to do business in the state. It is understood that AmeriTitle, except by virtue of separate signed instructions there shall be no obligation to invest the funds on deposit on behalf of any depositor, nor shall AmeriTitle be accountable for any earnings or incidental benefit attributable to the funds which may be received by AmeriTitle while AmeriTitle hold such funds.

HUD Review: Pursuant to regulations adopted under the real estate settlement procedures act, I (we) have a right to review the HUD-1 settlement statement one day prior to closing and do hereby waive such right and instruct the settlement agent herein to proceed in accordance with alternative sections of such regulations. Buyer and Sellers understand not all transactions require a HUD settlement statement.

Privacy Policy: In response to the Gramm-Leach-Bliley Act, the appropriate parties have been provided with a copy of AmeriTitle's Privacy Policy.

Review: The seller and buyer acknowledge that they have been given adequate time and opportunity to read and understand these escrow instructions and all other documents referred to in the transaction. The seller and buyer have read and approved the commitment/preliminary title report, estimated closing statement, escrow instructions and any addendums. Seller represents to AmeriTitle there are no existing liens, assessments, taxes, deferred taxes, unpaid water or sewer bill, or any other obligations which are the responsibility of the seller and which are not shown on the above documents. The seller understands and agrees that any obligation known to them and not disclosed herein, remains the responsibility of the seller subsequent to the closing of this transaction.

Undisclosed items: The undersigned understands and agrees that any obligation known to them and not disclosed herein remains the responsibility of the undersigned subsequent to the closing of this escrow. The undersigned seller further understands and agrees that any payoffs made on their behalf in this escrow are made by AmeriTitle with complete reliance on figures supplied by the lender, creditor or taxing agency. In the event that additional funds are required to complete said payoffs, the undersigned hereby agrees to immediately upon request from AmeriTitle, provide the additional funds needed to complete said payoffs.

PLEASE READ THE COMMITMENT/PRELIMINARY TITLE REPORT AND YOUR CLOSING STATEMENT CAREFULLY BEFORE SIGNING THIS DOCUMENT. BE SURE ALL FACTS KNOWN TO YOU ARE ACCOUNTED FOR IN THIS ESCROW. AMERITITLE AS THE ESCROW AGENT, IS A NEUTRAL THIRD PARTY AND CANNOT ADVISE YOU OR PROTECT YOUR LEGAL RIGHTS. YOU SHOULD CONSULT LEGAL COUNSEL FOR SUCH ADVICE AND PROTECTION.

NOTICE: The Principal(s) to this escrow are hereby notified that the funds deposited in this escrow are insured only to the limit provided by the Federal Deposit Insurance Corporation. AmeriTitle assumes no responsibility for, nor will Purchaser and Seller hold AmeriTitle liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed such amount and that the excess amount is not insured.

We further understand that certain banking instructions such as, but not limited to, repurchase agreements and letters of credit are not covered at all by such insurance.

READ THESE INSTRUCTIONS CAREFULLY AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

SIGNATURES

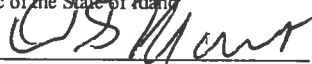
SELLER(S):

Pioneer 1031 Company, an Idaho Corporation

BY: _____
Bobbie Crooks, Assistant Accommodator
Dated: _____
Mailing Address: _____
1414 W. Bannock
Boise, ID 83702

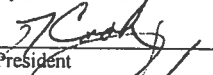
BUYER(S):

Southern Valley County Recreation District, a body politic of the State of Idaho

BY: 
Dennis Marguet, Authorized Board Member
Dated: 8-3-12
Mailing Address: P.O. Box 723
Cascade, ID 83611

READ AND APPROVED:

Cloverdale Nursery and Turf Farm, Inc

BY: 
Terry Cook, President

BY: 
Hansgeorge Borbonus, Director

Dated: _____
Mailing Address: 2528 N. Cloverdale
Boise, ID 83713

Accepted this 3 day of Aug., 2012.

AMERITITLE

By: 
Colleen Cole

ADDENDUM TO ESCROW INSTRUCTIONS

ESCROW # IC17941

DATE: 08-03-2012

My/our previous instructions in the above-referenced escrow are hereby supplemented to include the following and are made a part herein.

Taxes have been collected from the buyer and credited to the Seller. Seller agrees to pay the property taxes on this and other properties currently when they become due December 20, 2012. This parcel is part of a larger parcel.

READ THESE INSTRUCTIONS CAREFULLY AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

SIGNATURES

SELLER(S):

Pioneer 1031 Company, an Idaho Corporation

BY: _____
Bobbie Crooks, Assistant Accommodator
Dated: _____
Mailing Address:
1414 W. Bannock
Boise, ID 83702

READ AND APPROVED:

Cloverdale Nursery and Turf Farm Inc

BY: Terry Cook
Terry Cook, President

BY: Hans George Borbonus
Hans George Borbonus, Director

Dated: _____
Mailing Address:
2528 N. Cloverdale
Boise, ID 83713

BUYER(S):

Southern Valley County Recreation District, a body
politic of the State of Idaho

BY: Dennis Margue
Dennis Margue, Authorized Board Member
Dated: 8-3-12
Mailing Address:
P.O. Box 723
Cascade, ID 83611