

RECEIVED

JAN 17 2006

DEPARTMENT OF  
WATER RESOURCES

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 11 2006

Department of Water Resources  
Southern Region**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed  
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**Please print or type. Attach pages with additional information. Instructions are on the back of this page.  
Incomplete forms will be returned.

RECEIVED

JAN 12 2006

Department of Water Resources  
Eastern Region

1. Water Right No(s): 27-11713, 29-13212, 29-11591, 27-11714

Adjudication Claim No(s):

2. The following
- REQUIRED**
- information must be submitted with this form:

A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question,  
**WITH ATTACHED LEGAL DESCRIPTION.**B) A **FEE** of \$25.00 per water right or adjudication claim.

3. Name and Mailing Address of Person or Company holding Security Interest

D. L. Evans BankP.O. Box 87Twin Falls, ID 83303

4. Name of Water Right Owner/Claimant(s)

W H LAND & LIVESTOCK

5. Expiration Date of Notification Period
- January 5, 2021

6. Is this a Renewal of Request for Notification?
- ☐
- YES
- ☒
- NO

7. Signature(s) (and title if applicable)

Kathy Andrus  
Loan Processor**For Office Use Only**Received by [Signature]  
Received by [Signature]  
Processed by AJDate 1/11/06  
Date 1/11/06  
DateFee 100.00Receipt No. 5028283

WR Date

**SUPPORT DATA****IN FILE #** 29-11591

20528373

20528373  
PIONEER TITLE

RECORDED AT REQUEST OF

FEE 69.00 DEPUTY *[Signature]*

DEC 30 PM 12 07

OFFICIAL RECORD BK# 828

RECORDER

BANNOCK COUNTY IDAHO

Space Above This Line For Recording Data

20528373 **MORTGAGE**

**DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is December 29, 2005. The parties and their addresses are:

**MORTGAGOR:****MCNABB GRAIN, INC.**

An Idaho Corporation

P O DRAWER C

POCATELLO, Idaho 83205

**WH LAND & LIVESTOCK**

A General Partnership

WHO ACQUIRED TITLE AS WH LAND AND LIVESTOCK, A GENERAL PARTNERSHIP

P O DRAWER C

POCATELLO, Idaho 83205

**LENDER:****D. L. EVANS BANK**

Organized and existing under the laws of Idaho

P.O. Box 2900

Pocatello, Idaho 83206

**1. CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender, the following described property:

REFER TO EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 27-11713 WITH A CLAIMED PRIORITY OF MAY 10, 1915 TO 0.03 CFS OF GROUNDWATER, AND WATER RIGHT NO. 29-13212 WITH A CLAIMED PRIORITY OF APRIL 01, 1943 TO 0.02 CFS OF GROUND WATER, AND WATER RIGHT NO. 29-11591 WITH A CLAIMED PRIORITY OF MAY 10, 1915 TO 0.03 CFS OF GROUNDWATER, AND WATER RIGHT NO. 27-11714 WITH A CLAIMED PRIORITY OF MAY 10, 1915 TO 0.03 CFS, TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.

The property is located in BANNOCK County at SEE LEGAL DESCRIPTION, INKOM, Idaho 83205.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

**2. MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time will not exceed \$2,540,654.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

**3. SECURED DEBTS.** The term "Secured Debts" includes and this Security Instrument will secure each of the following:

**A. Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 2617100128/03, dated December 29, 2005, from

MCNABB GRAIN, INC.

Idaho Mortgage

ID/4cquigley00926100004975059122805Y

©1996 Bankers Systems, Inc., St. Cloud, MN U

Initials *LBZ*  
Prep *MB*  
JCM

20528373

MCNABB GRAIN, INC. (Borrower) to Lender, with a loan amount of \$2,540,654.00, with an initial interest rate of 7.87 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on January 5, 2021.

**B. All Debts.** All present and future debts from MCNABB GRAIN, INC. to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

**C. Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Security Instrument when the evidence of indebtedness specifically states that it is secured by this Security Instrument.

**4. PAYMENTS.** Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument. Mortgagor acknowledges that the interest rate, payment terms, or balance due on the loan may be indexed, adjusted, renewed or renegotiated.

**5. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

**6. PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

**7. CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

**8. DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

**9. TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:

- A. A beneficial interest in Mortgagor is sold or transferred.
- B. There is a change in either the identity or number of members of a partnership or similar entity.
- C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

**10. WARRANTIES AND REPRESENTATIONS.** Mortgagor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

**A. Power.** Mortgagor is duly organized, and validly existing and in good standing in all jurisdictions in which Mortgagor operates. Mortgagor has the power and authority to enter into this transaction and to carry on Mortgagor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Mortgagor operates.

**B. Authority.** The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Mortgagor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Mortgagor is a party or to which Mortgagor is or any of Mortgagor's property is subject.

**C. Name and Place of Business.** Other than previously disclosed in writing to Lender, Mortgagor has not changed Mortgagor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve Mortgagor's existing name, trade names and franchises.

**11. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without

Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender will give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

**12. AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

**13. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor absolutely, unconditionally, irrevocably and immediately assigns, grants, bargains, conveys and mortgages to Lender all the right, title and interest in the following (Property).

**A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).**

**B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).**

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Lender grants Mortgagor a revocable license to collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor's default automatically and immediately revokes this license. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Mortgagor agrees that Lender will not be considered to be a mortgagee-in-possession by executing this Security Instrument or by collecting or receiving payments on the Secured Debts, but only may become a mortgagee-in-possession after Mortgagor's license to collect, receive, enjoy and use the Rents is revoked by Lender or automatically revoked on Mortgagor's default, and Lender takes actual possession of the Property. Consequently, until Lender takes actual possession of the Property, Lender is not obligated to perform or discharge any obligation of Mortgagor under the Leases, appear in or defend any action or proceeding relating to the Rents, the Leases or the Property, or be liable in any way for any injury or damage to any person or property sustained in or about the Property. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

**14. DEFAULT.** Mortgagor will be in default if any of the following occur:

**A. Payments.** Mortgagor or Borrower fail to make a payment in full when due.

**B. Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any

present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

**C. Business Termination.** Mortgagor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

**D. Failure to Perform.** Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

**E. Other Documents.** A default occurs under the terms of any other document relating to the Secured Debts.

**F. Other Agreements.** Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.

**G. Misrepresentation.** Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

**H. Judgment.** Mortgagor fails to satisfy or appeal any judgment against Mortgagor.

**I. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

**J. Name Change.** Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

**K. Property Transfer.** Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

**L. Property Value.** Lender determines in good faith that the value of the Property has declined or is impaired.

**M. Material Change.** Without first notifying Lender, there is a material change in Mortgagor's business, including ownership, management, and financial conditions.

**N. Insecurity.** Lender determines in good faith that a material adverse change has occurred in Borrower's financial condition from the conditions set forth in Borrower's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

**15. REMEDIES.** On or after default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of a default or anytime thereafter.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

**16. REDEMPTION.** The period of redemption after sale on foreclosure will be one year if the real property sold consisted of a tract of land of more than twenty (20) acres, and within six (6) months after the sale if the real property sold consisted of a tract of land of twenty (20) acres or less. Any agreement to extend the redemption period must be in writing.

**17. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Mortgagor agrees to pay expenses for Lender to inspect and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.

**18. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

**A.** Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.
- L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

**19. CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**20. INSURANCE.** Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals will include a standard "mortgage clause" and, where applicable, "loss payable clause." If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the

6-23  
rate that applies to the Secured Debts. This insurance may include coverages not originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

**21. ESCROW FOR TAXES AND INSURANCE.** Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

**22. CO-SIGNERS.** If Mortgagor signs this Security Instrument but is not otherwise obligated to pay the Secured Debts, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debts and Mortgagor does not agree by signing this Security Instrument to be personally liable on the Secured Debts. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

**23. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.

**24. APPLICABLE LAW.** This Security Instrument is governed by the laws of Idaho, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.

**25. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

**26. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

**27. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

**28. NOTICE, FINANCIAL REPORTS, ADDITIONAL DOCUMENTS AND RECORDING TAXES.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any financial statements or information Lender requests. All financial statements and information Mortgagor gives Lender will be correct and complete. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

**SIGNATURES.** By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

**MORTGAGOR:**

MCNABB GRAIN, INC.

By William B. McNabb  
WILLIAM B. MCNABB, PRESIDENT

By John C. McNabb  
JOHN C. MCNABB, VICE PRESIDENT

By Michael R. McNabb  
MICHAEL R. MCNABB, SECRETARY

WH LAND & LIVESTOCK

By Michael R. McNabb  
Authorized Signer

William B. McNabb  
John C. McNabb

## ACKNOWLEDGMENT

(Business or Entity)

Idaho

State ~~30th~~ OF ~~December~~ County OF Bannock ss.

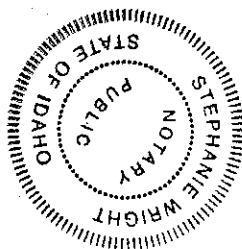
On this 30 day of December, 2005, before me,  
Stephanie Wright a Notary Public, personally appeared WILLIAM B. MCNABB, JOHN C.  
 MCNABB and MICHAEL R. MCNABB, known or identified to me (or proved to me on the oath of  
 ) to be the president, or vice-president, or secretary or assistant  
 secretary, 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.

My commission expires:

4-25-06

(Notary Public)

residing at: McAmmon Id



(Business or Entity)

State OF Idaho County OF Bannock ss.

On this 30 day of December, 2005, before me,  
Stephanie Wright a Notary Public, personally appeared Authorized Signer, known or  
 identified to me (or proved to me) on the oath of \* Mike McAmmon to be the owner of the  
 General Partnership that executed the instrument or the person who executed the instrument on behalf of said  
 General Partnership, and acknowledged to me that such General Partnership executed the same.

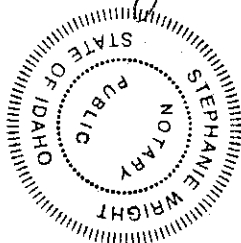
My commission expires:

4-25-06

(Notary Public)

residing at: McAmmon Id

\* William B. McNabb  
 & John C. McNabb



## COMMENT

8-23

20528373

## COMMENT

Order No. 20051696 SW MH

9-23

### SECTION 3:

#### SECTION 4:

## SECTION 5:

## SECTION 8:

## SECTION 9:

**SECTION 17:**

**SECTION 22:**

EXCEPT:

3539

Schedule A page 3 of 17 page(s)

## COMMITMENT

9-23

20528373

LOT 4; SW $\frac{1}{4}$ NW $\frac{1}{4}$

LOTS 1 AND 2; S $\frac{1}{2}$ NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; S $\frac{1}{2}$ S $\frac{1}{2}$ ; NW $\frac{1}{4}$ SE $\frac{1}{4}$

SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; S $\frac{1}{2}$ SE $\frac{1}{4}$ NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>; N<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>N<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>

TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

LOTS 1 AND 2; S½ NE¼

E $\frac{1}{2}$ SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ SW $\frac{1}{4}$

EXCEPT:  
THAT PORTION OF THE SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SECTION 22; AND THE NE $\frac{1}{4}$ NW $\frac{1}{4}$ , SECTION 27, ALL IN TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/16 CORNER ON THE MERIDIONAL CENTERLINE OF SAID SECTION 22; THENCE ALONG SAID MERIDIONAL CENTERLINE SOUTH 792 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT OF WAY LINE OF MCNABB ROAD, WHICH IS THE TRUE POINT OF BEGINNING; THENCE ALONG SAID MERIDIONAL CENTERLINE AND EXTENSION THEREOF, SOUTH 1848 FEET, MORE OR LESS, TO THE NORTH 1/16 LINE OF SAIS SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN; THENCE ALONG SAID NORTH 1/16 LINE, WEST 704 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF LINE OF SAID MCNABB ROAD; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTHEASTERLY 2300 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

## COMMITMENT

10-23

20528373

N<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>; S<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>; E<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>

NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>; SW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>; SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>

S $\frac{1}{2}$ ; NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$

EXCEPTING THEREFROM THE E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$

S $\frac{1}{2}$ NE $\frac{1}{4}$ ; N $\frac{1}{2}$ SE $\frac{1}{4}$

EXCEPT:  
A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTH 1/16 CORNER ON THE EAST LINE OF SECTION 29; THENCE WEST ALONG THE NORTH 1/16 LINE OF SAID SECTION, 1252.25 FEET; THENCE SOUTH 17°11'03" EAST 1010.05 FEET TO THE NORTH RIGHT OF WAY LINE OF BUCKSKIN ROAD; THENCE NORTH 71°40'56" EAST ALONG SAID RIGHT OF WAY 493.65 FEET; THENCE NORTH 57°43'52" EAST ALONG SAID RIGHT OF WAY 96.31 FEET; THENCE NORTH 50°52'48" EAST ALONG SAID RIGHT OF WAY 274.65 FEET; THENCE NORTH 73°14'55" EAST ALONG SAID RIGHT OF WAY 196.52 FEET TO THE EAST LINE OF SAID SECTION 29; THENCE NORTH 0°16'15" EAST ALONG SAID EAST LINE 528.47 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT:  
BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, AND THE SOUTH RIGHT OF WAY LINE OF BUCKSKIN ROAD; THENCE SOUTH ALONG THE SAID EAST LINE OF SECTION 29, 913.4 FEET; THENCE NORTH 83°34' WEST 203.0 FEET; THENCE SOUTH 86°23' WEST 147.00 FEET; THENCE NORTH 18°02' WEST 202.3 FEET; THENCE NORTH 74°51' WEST 39.8 FEET; THENCE NORTH 18°18' WEST 75.3 FEET; THENCE NORTH 32°51' WEST 111.2 FEET; THENCE SOUTH 40°20' WEST 289.6 FEET; THENCE NORTH 10°21' WEST 165.7 FEET; THENCE SOUTH 82°32' WEST 273.6 FEET; THENCE NORTH 23°00' WEST 145.2 FEET, MORE OR LESS, TO THE SOUTH BOUNDARY LINE OF BUCKSKIN ROAD; THENCE NORTHEASTERLY ALONG SAID SOUTH BOUNDARY LINE, 1200 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SECTION 32 and 33:  
THE SW $\frac{1}{4}$ NW $\frac{1}{4}$  OF SECTION 33 AND THE NW $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$  OF SECTION 32,  
EXCEPTING THEREFROM:

## Schedule A

### COMMITMENT

11-23

20528373

**EXCEPTION NO. 1:**

EXCEPTION NO. 1:  
A PARCEL OF LAND LOCATED IN THE NE $\frac{1}{4}$ NW $\frac{1}{4}$  AND THE NW $\frac{1}{4}$ NE $\frac{1}{4}$  OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, THE SAME BEING A PORTION OF THE LANDS DESCRIBED IN DEED INSTRUMENT NO. 94020690 IN THE RECORDS OF BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 36 EAST, NOISE MERIDIAN, BANNOCK COUNTY, IDAHO; THENCE WEST FOR A DISTANCE OF 590 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 38°52' EAST FOR A DISTANCE OF 1175 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF BUCKSKIN ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE FOR THE FOLLOWING TWO (2) COURSES: (1) THENCE SOUTH 87°00' EAST FOR A DISTANCE OF 531 FEET, MORE OR LESS, (2) THENCE SOUTH 22°11' EAST FOR A DISTANCE OF 958 FEET, MORE OR LESS; THENCE WEST FOR A DISTANCE OF 1629 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

**EXCEPTION NO. 2:**

EXCEPTION NO. 2:  
A PARCEL OF LAND LOCATED IN THE NE $\frac{1}{4}$ NW $\frac{1}{4}$  AND THE NW $\frac{1}{4}$ NE $\frac{1}{4}$  OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NE $\frac{1}{4}$ NW $\frac{1}{4}$  OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 36 EAST, NOISE MERIDIAN, BANNOCK COUNTY, IDAHO; THENCE NORTH ALONG THE WESTERLY BOUNDARY LINE OF SAID NE $\frac{1}{4}$ NW $\frac{1}{4}$  OF SECTION 32 FOR A DISTANCE OF 1140 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BUCKSKIN ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE FOR THE FOLLOWING TWO (2) COURSES: (1) THENCE SOUTH 73°57' EAST FOR A DISTANCE OF 687 FEET, MORE OR LESS; THENCE SOUTH 87°00' EAST FOR A DISTANCE OF 669 FEET, MORE OR LESS; THENCE SOUTH 38°52' WEST FOR A DISTANCE OF 1175 FEET, MORE OR LESS, TO A POINT ON THE SOUTH BOUNDARY LINE OF SAID NE $\frac{1}{4}$ NW $\frac{1}{4}$ ; THENCE WEST FOR A DISTANCE OF 591 FEET; MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTION NO. 3:

EXCEPTION NO. 3:  
A PARCEL OF LAND LOCATED IN THE SE¼NE¼ OF SECTION 32 AND THE SW¼NW¼ OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, THE SAME BEING A PORTION OF THE LANDS DESCRIBED IN DEED INSTRUMENT NO. 151047 AND 94020690 IN THE RECORDS OF BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SE¼NE¼ OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO; THENCE NORTH 58°29' EAST FOR A DISTANCE OF 1146 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BUCKSKIN ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE FOR THE FOLLOWING FOUR (4) COURSES; (1) THENCE SOUTH 48°54' EAST FOR A DISTANCE OF 455 FEET, MORE OR LESS; (2) THENCE SOUTH 75°47' EAST FOR A DISTANCE OF 774 FEET, MORE OR LESS; (3) THENCE SOUTH 87°08' EAST FOR A DISTANCE OF 200 FEET, MORE OR LESS; (4) THENCE SOUTH 56°19' EAST FOR A DISTANCE OF 180 FEET, MORE OR LESS; TO A POINT ON THE SOUTHERLY BOUNDARY LINE ON THE SW¼NW¼ OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN; THENCE WEST FOR A DISTANCE OF 2420 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

## Schedule A

### COMMITMENT

[illegible]

20528373

Order No. 20051696 SW MH

**EXCEPTION NO. 4:**

EXCEPTION NO. 4:  
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, THE SAME BEING A PORTION OF THE LANDS DESCRIBED IN DEED INSTRUMENT NO 151047 IN THE RECORDS OF BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO;

IDAHO;  
THENCE NORTH ALONG THE WESTERLY BOUNDARY LINE OF SAID SOUTHEAST QUARTER OF THE  
NORTHEAST QUARTER FOR A DISTANCE OF 1150 FEET, MORE OR LESS, TO A POINT ON THE  
SOUTHERLY RIGHT-OF-WAY OF BUCKSKIN ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE FOR THE  
FOLLOWING TWO (2) COURSES:

(1) THENCE SOUTH 66°19' EAST FOR A DISTANCE OF 760 FEET, MORE OR LESS; (2) THENCE SOUTH 48°54' EAST FOR A DISTANCE OF 374 FEET, MORE OR LESS; THENCE SOUTH 58°29' WEST FOR A DISTANCE OF 1146 FEET, MORE OR LESS; TO THE TRUE POINT OF BEGINNING.

**SECTION 33:**

SECTION 35:  
N $\frac{1}{2}$ N $\frac{1}{2}$ ; N $\frac{1}{2}$  SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; EXCEPT THE NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$

**SECTION 34:**

N $\frac{1}{2}$ NW $\frac{1}{4}$ ; N $\frac{1}{2}$ NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ SW $\frac{1}{4}$

EXCEPTING THEREFROM:

EXCEPTING THEREFROM:  
COMMENCING AT THE SOUTHEAST CORNER OF THE NW¼ SW¼ OF SECTION 34, TOWNSHIP 6 SOUTH,  
RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, RUNNING THENCE NORTH 550 FEET;  
THENCE WEST 400 FEET; THENCE SOUTH 550 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE NW¼  
SW¼ OF SECTION 34; THENCE EAST TO THE POINT OF BEGINNING.

**SECTION 35:**

W $\frac{1}{2}$ NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ SW $\frac{1}{4}$

**SECTION 27:**

SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; SW $\frac{1}{4}$ NE $\frac{1}{4}$ 

AND ALSO:

AND ALSO:  
A PARCEL OF LAND IN THE S½SW¼ OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTH ¼ CORNER OF SAID SECTION 27; THENCE NORTH 0°01' WEST 385.3 FEET; THENCE SOUTH 86°00' WEST 1486.0 FEET; THENCE NORTH 21°33' WEST 389.4 FEET; THENCE NORTH 65°36' WEST 316.9 FEET TO HAGLER ROAD; THENCE SOUTH 61°10' WEST 693.8 FEET TO RAPID CREEK ROAD; THENCE SOUTH 9°13' EAST 432.7 FEET ALONG RAPID CREEK ROAD TO THE SOUTH LINE OF SAID

20528373

SECTION 27; THENCE SOUTH 89°42' EAST 2452.7 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

EXCEPTION NO. 1:  
COMMENCING AT THE S $\frac{1}{4}$  CORNER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, THENCE NORTH 0°02' WEST ALONG THE MERIDIONAL CENTERLINE OF SAID SECTION 27, 1208.3 FEET, MORE OR LESS, TO THE SOUTH R.O.W. LINE OF HAGLER ROAD, THE TRUE POINT OF BEGINNING; THENCE NORTH 0°02' WEST 162 FEET; THENCE NORTH 75°36' EAST 1108.1 FEET; THENCE SOUTH 7°13' WEST 158.7 FEET; THENCE SOUTH 13°20' EAST 33 FEET; THENCE SOUTH 35°27' EAST 34 FEET; THENCE SOUTH 45°44' EAST 259.6 FEET; THENCE NORTH 47°44' EAST 370.3 FEET; THENCE NORTH 70°07' EAST 100 FEET; THENCE SOUTH 26°49' EAST 74.9 FEET; THENCE SOUTH 74°47' WEST 142 FEET; THENCE SOUTH 49°08' WEST 369.7 FEET; THENCE SOUTH 63°28' WEST 299.9 FEET; THENCE SOUTH 73°57' WEST 190 FEET; THENCE NORTH 39°18' WEST 145.2 FEET; THENCE SOUTH 73°24' WEST 415.9 FEET; THENCE NORTH 54°16' WEST 240.3 FEET; THENCE SOUTH 82°56' WEST 115.8 FEET, MORE OR LESS, TO THE SAID MERIDIONAL CENTERLINE OF SECTION 27; THENCE NORTH 0°02' WEST 90 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTION NO. 2:  
COMMENCING AT THE S 1/16 CORNER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO; THENCE NORTH 0°02' WEST 50.3 FEET; THENCE NORTH 75°36' EAST 1108.1 FEET; THENCE NORTH 11°34' EAST 200.9 FEET; THENCE NORTH 77°39' EAST 172.5 FEET; THENCE NORTH 41°56' EAST 486.9 FEET; THENCE NORTH 19°48' EAST 185 FEET; THENCE SOUTH 54°48' WEST 188 FEET; THENCE SOUTH 82°15' WEST 357.8 FEET; THENCE NORTH 4°09' EAST 368 FEET TO THE LATITUDINAL CENTERLINE OF SAID SECTION 27, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 4°09' EAST 358 FEET; THENCE NORTH 22°11' EAST 252.8 FEET; THENCE NORTH 9°05' EAST 144.7 FEET; THENCE NORTH 12°52' EAST 615.6 FEET, MORE OR LESS, TO THE NORTH 1/16 LINE OF SAID SECTION 27; THENCE WESTERLY ALONG SAID NORTH 1/16 LINE 1100.9 FEET; THENCE SOUTH 12°58' WEST 970 FEET; THENCE SOUTH 8°19' WEST 381.3 FEET; THENCE SOUTH 38°21' EAST 65 FEET, MORE OR LESS, TO THE LATITUDINAL CENTERLINE OF SAID SECTION 27, THENCE EASTERLY ALONG SAID LATITUDINAL CENTERLINE, 1044 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTION NO. 3:  
COMMENCING AT THE SOUTH 1/16 CORNER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO; THENCE NORTH 0°02' WEST ALONG THE MERIDIONAL CENTERLINE OF SAID SECTION 27, 50.3 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 75°36' EAST 1108.1 FEET; THENCE NORTH 11°34' EAST 200.9 FEET; THENCE NORTH 77°39' EAST 172.5 FEET; THENCE NORTH 41°56' EAST 486.9 FEET; THENCE NORTH 19°48' EAST 185 FEET; THENCE SOUTH 54°48' WEST 188 FEET; THENCE SOUTH 82°15' WEST 357.8 FEET; THENCE NORTH 4°09' EAST 368 FEET, MORE OR LESS, TO THE LATITUDINAL CENTERLINE OF SAID SECTION 27; THENCE WESTERLY ALONG SAID LATITUDINAL CENTERLINE 1044 FEET; THENCE SOUTH 38°21' EAST 82.5 FEET; THENCE SOUTH 19°19' WEST 230.8 FEET; THENCE SOUTH 82°31' WEST 145 FEET, MORE OR LESS, TO THE MERIDIONAL CENTERLINE OF SAID SECTION 27; THENCE SOUTHERLY ALONG SAID MERIDIONAL CENTERLINE 967 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

## Schedule A

### COMMITMENT

R R R R R R R R R R R R R R R R R R R R R R R R R R R R  
 R R R R R R R R R R R R R R R R R R R R R R R R R R R R

20528373

Order No. 20051696 SW MH

**EXCEPTION NO. 4:**

EXCEPTION NO. 4:  
THAT PORTION OF THE SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SECTION 22; AND THE NE $\frac{1}{4}$ NW $\frac{1}{4}$ , SECTION 27, ALL IN TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTH 1/16 CORNER ON THE MERIDIONAL CENTERLINE OF SAID SECTION 22; THENCE ALONG SAID MERIDIONAL CENTERLINE SOUTH 792 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT OF WAY LINE OF MCNABB ROAD, WHICH IS THE TRUE POINT OF BEGINNING; THENCE ALONG SAID MERIDIONAL CENTERLINE AND EXTENSION THEREOF, SOUTH 1848 FEET, MORE OR LESS, TO THE NORTH 1/16 LINE OF SAID SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN; THENCE ALONG SAID NORTH 1/16 LINE, WEST 704 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF LINE OF SAID MCNABB ROAD; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTHEASTERLY 2300 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**EXCEPTION NO. 5:**

EXCEPTION NO. 5:  
A TRACT OF LAND IN THE SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTH 1/16 CORNER OF THE MERIDIONAL CENTERLINE OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO; THENCE SOUTH ALONG SAID MERIDIONAL CENTERLINE 2598.0 FEET TO THE NORTH 1/16 CORNER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST; THENCE WEST ALONG THE NORTH 1/16 LINE OF SAID SECTION 27; 373.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST ALONG SAID NORTH 1/16 LINE 350.0 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF MCNABB ROAD AS THE SAME EXISTS; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF 502 FEET; THENCE EASTERLY 420 FEET TO AN INTESECTION WITH THE EXISTING FENCE LINE; THENCE NORTHEASTERLY ALONG SAID FENCE LINE 500 FEET TO THE POINT OF BEGINNING.

**EXCEPTION NO. 6:**

EXCEPTION NO. 6:  
A TRACT OF LAND IN THE SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTH 1/16 CORNER OF THE MERIDIONAL CENTERLINE OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO; THENCE SOUTH ALONG SAID MERIDIONAL CENTERLINE 2598.0 FEET TO THE NORTH 1/16 CORNER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST; THENCE WEST ALONG THE NORTH 1/16 LINE OF SAID SECTION 27, A DISTANCE OF 723.0 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF MCNABB ROAD AS THE SAME NOW EXISTS; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF 502.0 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG SAID RIGHT OF WAY 524.0 FEET; THENCE EAST 420 FEET TO AN INTERSECTION WITH THE EXISTING FENCE LINE; THENCE NORTHEASTERLY ALONG SAID FENCE LINE 510.0 FEET; THENCE WEST 420.0 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF MCNABB ROAD, THE TRUE POINT OF BEGINNING.

EXCEPTION NO. 7:

EXCEPTION NO. 7:  
A TRACT OF LAND IN THE SE¼NW¼, SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTH 1/16 CORNER OF THE MERIDIONAL CENTERLINE OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO; THENCE SOUTH

20528373

16-23

20528373

TO THE SOUTHEAST; (2) THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°34'09" FOR AN ARC DISTANCE OF 115.41 FEET TO THE POINT OF TANGENCY (CHORD BEARS SOUTH 25°37'23" WEST 115.14 FEET); (3) THENCE SOUTH 18°50'19" WEST FOR A DISTANCE OF 130.84 FEET TO THE BEGINNING OF A 1388.0 FOOT RADIUS TANGENT CURVE CONCAVED TO THE NORTHWEST; (4) THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 06°23'08" FOR AN ARC DISTANCE OF 154.69 FEET (CHORD BEARS SOUTH 22°01'52" WEST 154.61') TO THE TRUE POINT of beginning.

EXCEPTION NO. 10:  
A TRACT OF LAND IN THE S½SW¼, SECTION 27, TOWNSHIP 6 SOUTH, RANGE 36 EAST, BANNOCK  
COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

**EXCEPTION NO. 11:**

**EXCEPTION NO. 12:**

3539  
ALTA Commitment Form

20528373

Schedule A page 11 of 17 page(s)

20528373

20528373

EXCEPT:  
A PARCEL OF LAND IN THE SE¼ OF SECTION 23, TOWNSHIP 7 SOUTH, RANGE 36 EAST, BOISE MERIDIAN,  
BANNOCK COUNTY, IDAHO, A PORTION OF THE LAND DESCRIBED IN INSTRUMENT NO. 93003369 OF  
THE RECORDS OF BANNOCK COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHEAST CORNER OF LOT 4 IN BLOCK 3 OF JACKSON CREEK ESTATES 1<sup>ST</sup>  
ADDITION, BANNOCK COUNTY, IDAHO, THENCE SOUTH 89°41'23" EAST FOR A DISTANCE OF 185.0 FEET;  
THENCE NORTH 00°18'37" EAST FOR A DISTANCE OF 472.46 FEET; THENCE NORTH 89°41'23" WEST FOR  
A DISTANCE OF 185.0 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 00°18'37"  
WEST ALONG THE EAST BOUNDARY LINE OF SAID LOT 4 FOR A DISTANCE OF 472.46 FEET (RECORDED  
AS 471.69 FEET) TO THE POINT OF BEGINNING.

S½SW¼; SW¼SE¼

NW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>; S<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>; NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>; NW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>

EXCEPTION NO 1:  
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 36 EAST OF THE BOISE MERIDIAN, BANNOCK COUNTY, IDAHO AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 25 FOR A DISTANCE OF 7 RODS; THENCE WEST BY NORTHWEST FOLLOWING THE CENTERLINE OF THE CERTAIN DITCH RUNNING TO HOLMES RANCH FROM SPIDER CREEK, AS NOW LOCATED ACROSS THE SE¼ SE¼ OF SAID SECTION 25 TO ITS INTERSECTION WITH THE WEST LINE OF THE SAID SE¼ SE¼ OF SECTION 25 TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID SE¼ SE¼ OF SECTION 25 TO THE PLACE OF BEGINNING. THE COUNTY ROAD CONSTITUTES THE NORTH AND EAST BOUNDARY.

EXCEPTION NO. 2:  
A STRIP OF LAND 8 FEET IN WIDTH (MEASURED AT RIGHT ANGLES) LOCATED IN THE NE¼ SE¼ AND THE SE¼ NE¼ OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 36 EAST, AND IN GOVERNMENT LOT 2, SECTION 30, TOWNSHIP 7 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, SAID STRIP ADJOINING THE SOUTHERLY RIGHT-OF-WAY OF GREEN CANYON ROAD AND ADJOINING THE EASTERLY RIGHT-OF-WAY OF BONNEVILLE ROAD AS SHOWN ON THE OFFICIAL PLAT OF PEBBLE CREEK ESTATES (RECORDED AS INSTRUMENT NO. 95002416 IN THE BANNOCK COUNTY RECORDER'S OFFICE) AND SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN BLOCK 2 OF SAID PEBBLE CREEK ESTATES, SAID CORNER BEING MARKED BY A 5/8 INCH DIAMETER REBAR WITH A YELLOW PLASTIC CAP STAMPED "PE/LS 4440";  
THENCE NORTH 2°27'54" WEST PARALLEL WITH SAID EAST RIGHT-OF-WAY OF BONNEVILLE ROAD 217.91 FEET TO AN ANGLE POINT MARKED BY A 5/8 INCH DIAMETER REBAR WITH A YELLOW PLASTIC CAP STAMPED "PE/LS 4440";

20528573

THENCE NORTH 0°55'16" EAST PARALLEL WITH SAID EAST RIGHT-OF-WAY OF BONNEVILLE ROAD, 670.29 FEET TO A POINT WHICH IS 8 FEET SOUTHERLY FROM THE EXISTING, MONUMENTED SOUTHERLY RIGHT-OF-WAY OF GREEN CANYON ROAD, SAID POINT BEING MARKED BY A 5/8 INCH DIAMETER REBAR WITH A YELLOW PLASTIC CAP STAMPED "PE/LS 4440";

THENCE EASTERLY ALONG A LINE WHICH IS 8 FEET SOUTHERLY AND PARALLEL TO THE EXISTING, MONUMENTED SOUTHERLY RIGHT-OF-WAY LINE OF GREEN CANYON ROAD THE FOLLOWING COURSES AND DISTANCES (ALL POINTS OF TANGENCY MONUMENTED WITH A SET 5/8 INCH DIAMETER REBAR WITH A YELLOW PLASTIC CAP STAMPED "PE/LS 4440");

NORTH 80°16'37" EAST 991.78 FEET TO A POINT OF TANGENCY WITH A 922.39 FOOT RADIUS CURVE;

THENCE EASTERLY ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 18°05'16" A RADIUS OF 922.39 AND A CHORD BEARING OF NORTH 89°19'17" EAST FOR AN ARC LENGTH OF 291.19 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 81°38'07" EAST 163.55 FEET TO A POINT OF TANGENCY WITH A 683.42 FOOT RADIUS CURVE;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 13°50'00" A RADIUS OF 683.42 FEET AND A CHORD BEARING OF SOUTH 74°43'07" EAST FOR AN ARC LENGTH OF 165.00 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 67°48'07" EAST 347.61 FEET TO A POINT OF TANGENCY WITH A 510.63 FOOT RADIUS CURVE;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 21°00'00" A RADIUS OF 510.63 FEET AND A CHORD BEARING OF SOUTH 78°18'07" EAST FOR AN ARC LENGTH OF 187.16 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 88°48'07" EAST 435.23 FEET TO A POINT ON THE WEST 1/16 LINE OF SECTION 30, SAID POINT BEING MARKED BY A 5/8 INCH DIAMETER REBAR WITH A YELLOW PLASTIC CAP STAMPED "PE/LS 4440";

THENCE NORTH 0°40'17" EAST ALONG SAID WEST 1/16 LINE 8.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF GREEN CANYON ROAD;

THENCE WESTERLY ALONG THE EXISTING, MONUMENTED SOUTHERLY RIGHT-OF-WAY LINE OF GREEN CANYON ROAD THE FOLLOWING COURSES AND DISTANCES;

NORTH 88°48'07" WEST 435.16 FEET TO A POINT OF TANGENCY WITH A 502.63 FOOT RADIUS CURVE, SAID POINT BEING MARKED BY A BANNOCK COUNTY BRASS CAP MONUMENT DATED 1933;

THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 21°00'00" A RADIUS OF 502.63 FEET AND A CHORD BEARING OF NORTH 78°18'07" WEST FOR AN ARC LENGTH OF 184.22 FEET TO A POINT OF TANGENCY, SAID POINT BEING MARKED BY A BANNOCK COUNTY BRASS CAP MONUMENT DATED 1933;

THENCE NORTH 67°48'07" WEST 347.61 FEET TO A POINT OF TANGENCY WITH A 691.42 FOOT RADIUS CURVE, SAID POINT BEING MARKED BY A BANNOCK COUNTY BRASS CAP MONUMENT DATED 1933;

THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 13°50'00" A RADIUS OF 691.42 FEET AND A CHORD BEARING OF NORTH 74°43'07" WEST FOR AN ARC LENGTH OF 166.94 FEET TO A POINT OF TANGENCY, SAID POINT BEING MARKED BY A BANNOCK COUNTY BRASS CAP MONUMENT DATED 1933;

THENCE NORTH 81°38'07" WEST 163.55 FEET TO A POINT OF TANGENCY WITH A 930.39 FOOT RADIUS CURVE, SAID POINT BEING MARKED BY A BANNOCK COUNTY BRASS CAP MONUMENT DATED 1933;

## Schedule A

COMMITMENT

Order No. 20051696 SW MH

THENCE WESTERLY ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 18°05'16" A RADIUS OF 930.39 FEET AND A CHORD BEARING OF SOUTH 89°19'17" WEST FOR AN ARC LENGTH OF 293.72 FEET TO A POINT OF TANGENCY;  
 THENCE SOUTH 80°16'37" WEST 998.42 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF GREEN CANYON ROAD WITH THE EASTERLY RIGHT-OF-WAY OF BONNEVILLE ROAD;  
 THENCE SOUTH 0°55'16" WEST ALONG SAID EASTERLY RIGHT-OF-WAY OF BONNEVILLE ROAD 677.15 FEET TO AN ANGLE POINT;  
 THENCE CONTINUING SOUTH 2°27'54" EAST ALONG SAID EASTERLY RIGHT-OF-WAY OF BONNEVILLE ROAD 218.15 FEET;  
 THENCE NORTH 87°32'06" EAST 8.00 FEET TO THE TRUE POINT OF BEGINNING.

## EXCEPTION NO. 3:

PEBBLE CREEK ESTATES AS DESCRIBED IN THAT SUBDIVISION PLAT RECORDED FEBRUARY 17, 1995, AS INSTRUMENT NO. 95002416.

## EXCEPTION NO. 4:

A PARCEL OF LAND IN THE SW¼NE¼ AND THE NW¼SE¼ OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 36 EAST OF THE BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:  
 BEGINNING AT A ½" REBAR AND PLASTIC CAP STAMPED PLS 843 ON THE NORTH-SOUTH CENTER LINE OF SAID SECTION WHICH BEARS N 00°01'20" E, ALONG SAID NORTH-SOUTH CENTER LINE, 1995.11 FEET FROM THE S¼ CORNER OF SAID SECTION;  
 THENCE, N 00°01'20" E, ALONG SAID NORTH-SOUTH CENTER LINE, 644.25 FEET TO A POINT ON THE S'LY RIGHT-OF-WAY OF GREEN CANYON ROAD, SAID POINT BEING MARKED WITH A ½" REBAR AND PLASTIC CAP STAMPED PLS 843;  
 THENCE, S 83°19'38" E, ALONG SAID S'LY RIGHT-OF-WAY, 78.64 FEET TO A ½" REBAR AND PLASTIC CAP STAMPED PLS 843, SAID POINT BEING 33.00 FEET RIGHT OF CENTER LINE STATION 96+42.08 PC;  
 THENCE CONTINUING ALONG SAID S'LY RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 662.84 FEET, THROUGH A CENTRAL ANGLE OF 23°32'23", FOR AN ARC LENGTH OF 272.32 FEET TO A BANNOCK COUNTY BRASS CAP MONUMENT BEING 33.00 FEET RIGHT OF CENTERLINE STATION 99+14.5 PT;  
 THENCE, N 73°08'00" E, CONTINUING ALONG SAID S'LY RIGHT-OF-WAY, 141.84 FEET TO A BANNOCK COUNTY BRASS CAP MONUMENT BEING 33.00 FEET RIGHT OF CENTERLINE STATION 100+56.6 PC;  
 THENCE CONTINUING ALONG SAID S'LY RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1564.51 FEET, THROUGH A CENTRAL ANGLE OF 12°51'26", FOR AN ARC LENGTH OF 351.08 FEET, SAID POINT BEING 33.00 FEET RIGHT OF CENTERLINE STATION 104+00.27 PT, SAID POINT BEING MARKED WITH A ½" REBAR AND PLASTIC CAP STAMPED PLS 843;  
 THENCE, N 60°16'33" E, CONTINUING ALONG SAID S'LY RIGHT-OF-WAY, 126.56 FEET TO A ½" REBAR AND PLASTIC CAP STAMPED PLS 843;  
 THENCE, S 00°01'20" W, LEAVING SAID S'LY RIGHT-OF-WAY, 902.86 FEET TO A ½" REBAR AND PLASTIC CAP STAMPED PLS 843;  
 THENCE, N 89°55'13" W, 914.78 FEET THE POINT OF BEGINNING.

## EXCEPTION NO. 5:

SKI VIEW HEIGHTS SUBDIVISION, BANNOCK COUNTY, IDAHO, AS THE SAME IS PLATTED AND DESCRIBED IN INSTRUMENT NO. 20514621.

21-23

**Schedule A**  
COMMITMENT

Order No. 20051696 SW MH

20528373

**SECTION 26:**  
**W $\frac{1}{2}$ NE $\frac{1}{4}$**

**EXCEPTION NO. 1:**  
COMMENCING AT THE SOUTHWEST CORNER OF THE NE $\frac{1}{4}$  OF SECTION 26, TOWNSHIP 7 SOUTH, RANGE 36, EAST, BOISE MERIDIAN; RUNNING THENCE IN A NORTHERLY DIRECTION 700 FEET; RUNNING THENCE IN AN EASTERLY DIRECTION "BEARING SOUTH" 1325 FEET, MORE OR LESS, TO A POINT INTERSECTING THE EASTERLY BOUNDARY LINE OF THE SW $\frac{1}{4}$ NE $\frac{1}{4}$  OF SAID SECTION 26 AS AFORESAID, 300 FEET NORTH OF THE SOUTHEAST CORNER OF THE SW $\frac{1}{4}$ NE $\frac{1}{4}$  OF SAID SECTION 26; RUNNING THENCE SOUTH AT RIGHT ANGLES 300 FEET TO THE SOUTHEAST CORNER OF THE SW $\frac{1}{4}$ NE $\frac{1}{4}$  OF SAID SECTION 26 AS AFORESAID; RUNNING THENCE AT RIGHT ANGLES IN A WESTERLY DIRECTION ALONG THE SOUTHERN BOUNDARY LINE OF THE SW $\frac{1}{4}$ NE $\frac{1}{4}$  OF SAID SECTION 26 AS AFORESAID 1325 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND COMPRISING ALL OF THAT PORTION OF THE SW $\frac{1}{4}$ NE $\frac{1}{4}$  LYING SOUTH OF WHAT IS KNOWN AS JACKSON CREEK ROAD.

**EXCEPTION NO. 2:**  
A TRACT OF LAND IN THE NW $\frac{1}{4}$ NE $\frac{1}{4}$  AND THE SW $\frac{1}{4}$ NE $\frac{1}{4}$  OF SECTION 26, TOWNSHIP 7 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT A BRASS CAP MARKING THE NORTH 1/16<sup>TH</sup> CORNER ON THE MERIDIONAL CENTERLINE OF SECTION 26, TOWNSHIP 7 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO; THENCE SOUTH 0°09'46" WEST ALONG SAID MERIDIONAL CENTERLINE OF SECTION 26, A DISTANCE OF 170.00 FEET TO THE TRUE POINT OF BEGINNING, MARKED BY AN IRON PIN; THENCE NORTH 89°21'23" EAST, 370.01 FEET TO AN IRON PIN; THENCE NORTH 0°09'46" EAST, 500.00 FEET TO AN IRON PIN; THENCE NORTH 67°20'39" EAST ALONG THE CENTER OF A STREAM, 207.95 FEET; THENCE NORTH 47°43'36" EAST ALONG THE CENTER OF A STREAM, 143.58 FEET; THENCE NORTH 27°40'48" EAST ALONG THE CENTER OF A STREAM, 96.53 FEET; THENCE NORTH 71°10'26" EAST ALONG THE CENTER OF A STREAM, 248.78 FEET; THENCE NORTH 53°16'45" EAST ALONG THE CENTER OF A STREAM, 107.54 FEET; THENCE SOUTH 0°09'46" WEST, 1751.39 FEET, MORE OR LESS, TO THE CENTERLINE OF GREEN CANYON ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE ON A 20° CURVE, HAVING A CENTRAL ANGLE OF 53°54' AND A RADIUS OF 286.5 FEET, AN ARC DISTANCE OF 244.51 FEET TO A POINT OF CURVATURE, STATION 48+53.3; THENCE NORTH 68°16'26" WEST ALONG SAID CENTERLINE, A DISTANCE OF 460.70 FEET TO A POINT OF TANGENCY, STATION 43+86.2 BACK EQUALS 43+92.6 AHEAD; THENCE NORTHWESTERLY ALONG SAID CENTERLINE ON A 8° CURVE HAVING A CENTRAL ANGLE OF 50°24' AND A RADIUS OF 716.3 FEET; A DISTANCE OF 503.42 FEET, MORE OR LESS, TO A POINT ON SAID MERIDIONAL CENTERLINE OF SECTION 26; THENCE NORTH 0°09'46" EAST ALONG SAID MERIDIONAL CENTERLINE, 352.19 FEET TO THE TRUE POINT OF BEGINNING.

**EXCEPTION NO. 3:**  
BEGINNING AT A POINT ON THE WEST LINE OF SAID NE $\frac{1}{4}$ NE $\frac{1}{4}$  WHICH BEARS S 00°05'47" W, 274.49 FEET FROM THE NW CORNER OF SAID NE $\frac{1}{4}$ NE $\frac{1}{4}$ , SAID POINT BEING AT THE POINT OF INTERSECTION WITH

22-23

**Schedule A**  
COMMITMENT

20528373

Order No. 20051696 SW MH

SAID WEST LINE AND THE CENTER OF AN EXISTING DRAINAGE AND MARKED WITH A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843;  
THENCE, S 00°05'47" W, ALONG THE WEST LINE OF SAID NE1/4NE1/4, A DISTANCE OF 1050.42 FEET TO THE NW CORNER OF SAID SE1/4NE1/4 AND MARKED WITH A 5/8" REBAR AND ALUMINUM CAP STAMPED PLS 843;  
THENCE, S00°05'47" W, ALONG THE WEST LINE OF SAID SE1/4NE1/4. A DISTANCE OF 836.67 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843, SAID POINT BEING ON THE N'LY RIGHT-OF-WAY OF GREEN CANYON ROAD;  
THENCE, S 59°06'14" W, ALONG SAID N'LY RIGHT-OF-WAY, 334.05 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843, SAID POINT BEING THE POINT OF INTERSECTION WITH THE EAST LINE OF WARRANTY DEED INST. NO. 605562;  
THENCE, N 00°09'46" E, ALONG SAID EAST LINE, 1734.97 FEET TO THE NE CORNER OF SAID WARRANTY DEED, SAID POINT BEING THE CENTERLINE OF THE AFOREMENTIONED DRAINAGE;  
THENCE, N 63°06'28" E, ALONG SAID CENTERLINE, 26.24 FEET;  
THENCE, N 79°15'35" E, CONTINUING ALONG SAID CENTERLINE, 89.48 FEET;  
THENCE, N 24°58'36" E. CONTINUING ALONG SAID CENTERLINE, 263.00 FEET;  
THENCE, N 47°47'31" E, CONTINUING ALONG SAID CENTERLINE, 84.41 FEET TO THE POINT OF BEGINNING.

**SECTION 35:**  
NE1/4; SE1/4NW1/4

**ALSO:**  
BEGINNING AT THE SW 1/16 CORNER OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 36 EAST, BOISE MERIDIAN; THENCE EASTERLY ALONG THE SOUTH 1/16 LINE OF SAID SECTION 1176 FEET, MORE OR LESS, TO A POINT THAT IS 144 FEET WESTERLY FROM THE SOUTHERLY 1/16 CORNER OF SAID SECTION; THENCE IN A SOUTHWESTERLY DIRECTION 1379 FEET, MORE OR LESS, TO A POINT ON THE WEST 1/16 LINE OF SAID SECTION THAT IS 720 FEET SOUTHERLY FROM THE SOUTHWESTERLY 1/16 CORNER OF SAID SECTION; THENCE NORTHERLY ALONG SAID WEST 1/16 LINE 720 FEET TO THE POINT OF BEGINNING.

**ALSO:**  
THE NE1/4 SW1/4 AND THE NW1/4 SE1/4 OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE SOUTHEAST 1/16 CORNER OF SAID SECTION 35; THENCE NORTHERLY ALONG THE EAST 1/16 LINE OF SAID SECTION, 426 FEET; THENCE IN A SOUTHWESTERLY DIRECTION 1524.5 FEET, MORE OR LESS, TO A POINT ON THE SOUTH 1/16 LINE THAT IS 146.4 FEET WESTERLY FROM THE SOUTH 1/16 CORNER OF SAID SECTION; THENCE EASTERLY ALONG THE SOUTH 1/16 LINE OF SAID SECTION 146.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

23-22

20528373

TOWNSHIP 8 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

LOTS 1 AND 2; S $\frac{1}{2}$ NE $\frac{1}{4}$ ; N $\frac{1}{2}$ SE $\frac{1}{4}$

NE $\frac{1}{4}$ SE $\frac{1}{4}$  EXCEPT THE WEST 980 FEET THEREOF.

N½SW¼, SE¼

**TOWNSHIP 7 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.**

EXCEPT:  
PEBBLE CREEK ESTATES AS DESCRIBED IN THAT SUBDIVISION PLAT RECORDED FEBRUARY 17, 1995  
AS INSTRUMENT NO. 95002416.

LOT 4; SE $\frac{1}{4}$ SW $\frac{1}{4}$

**TOWNSHIP 8 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.**

**SECTION 6:**  
**LOTS 1, 2, 3, 4, 5, 6 AND 7; SE¼NE¼; NE¼SE¼; SE¼NW¼; SW¼NE¼; E½SW¼; SE¼SE¼; W½SE¼**

SECTION 7:  
EAST 2/3 OF THE NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub> AND THE NORTH 2/3 OF THE NW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>