



TitleOne
a title & escrow co.

There is a Difference.

Property Information

Date: 5/4/2017

Parcel ID: R0945580262

Site Address: 2803 N Eagle Rd Meridian 83646

Warmest Regards,

The TitleOne Team
TitleOne Corporation
www.TitleOneCorp.com

Notice: This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, no liability beyond the amount paid for this report is assumed hereunder, and the company is not responsible beyond the amount paid for any errors and omissions contained herein.

Ada County Parcel Information



Pam Doods
 Customer Service
 Phone (208) 475-1132
 pdoods@TitleOneCorp.com
 www.TitleOneCorp.com

Parcel ID #:	R0945580262
Property Addr:	2803 N Eagle Rd Meridian, ID 83646-5907
Property Type:	Commercial
Owner Information	
Owner Name:	Idaho Mutual Trust LLC
Second Owner:	
Mail Addr:	12594 W Explorer Dr Ste 100 Boise, ID 83713
Assessor Information	
Legal Desc:	PAR #0262 W'LY POR LOT 26 BLK 1 BIENVILLE SQUARE SUB PARCEL C R/S 9112 #0280-B
Subdivision:	Bienville Square Sub
Lot/Block:	26/1
Section:	05
Acres:	1.7810
Irrigation Dist:	NAMPA MERIDIAN IRR
Tax Code Area:	03
Levy Rate 2015:	N/A
Levy Rate 2016:	0.012829699
Levy Rt Change:	
Zoning:	City of Meridian-C-G
Homeowner Exemption:	\$0



Treasurer Information			
Year:	2014	Tax:	\$5,265
Year:	2015	Tax:	\$5,171
Year:	2016	Tax:	\$5,226

Assessor Categories				
Year	Cat.	Description	Acres	Value
2016	210	COM LOT OR TRACT	1.781	\$407,300
Totals:			1.781	\$407,300

Land Information

Residential Acres:	0	Commercial Acres:	1.781	Other Acres:	0	Street:	Asphalt/Concrete
Water Source:	Public	Sewer:	Public	Sidewalks:	Y	Curbs and Gutters:	Y
View:		Water Influence:	1	Water Frontage:	0	Corner:	N
Utilities:	Underground	Topography:	Level	Recreation:			

Transfer Information

Rec. Date:	12/23/11	Doc Num:	0111104830	Doc Type:	Warranty Deed
Owner:	HALLE PROPERTIES LLC			Grantor:	IDAHO MUTUAL TRUST
Orig. Loan Amt:				Title Co:	FIDELITY NATIONAL TITLE
Finance Type:		Loan Type:		Lender:	

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.



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2017 Property Details for Parcel R0945580262

2017

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Details

Valuation

Tax Districts

Taxes

Characteristics

Sketch

Taxes, Certifications, and Fees

Year	Total Taxes	Taxes Paid	Taxes Due	Delinquent*	Tax Data Current as of
2016	\$5,225.56	\$2,612.78	\$2,612.78	No	05/03/2017
2015	\$5,171.00	\$5,171.00	\$0.00	No	05/03/2017
2014	\$5,265.46	\$5,265.46	\$0.00	No	05/03/2017
2013	\$5,730.76	\$5,730.76	\$0.00	No	05/03/2017
2012	\$5,942.14	\$5,942.14	\$0.00	No	05/03/2017

The listed tax charge is for the full annual charge and may not reflect any certifications, special assessments, adjustments, or circuit breaker amounts. Taxes are based on parcel valuation, minus any exemptions, then multiplied by the levies.

*Interest accrues daily on delinquencies. Please call the Ada County Treasurer's office at (208) 287-6800 for the total amount due with interest calculated to date of payment.

For Tax inquires please contact the [Treasurer](#) at (208) 287-6800

[Contact Us](#) | [Disclaimer](#)

WARRANTY DEED

FOR VALUE RECEIVED,

Idaho Mutual Trust, LLC, a Delaware limited liability company who acquired title as Idaho Mutual Trust
the Grantor, does hereby grant, bargain sell and convey unto:

Idaho Mutual Trust, LLC, a Delaware limited liability company

whose current address is:

12594 W. Explorer Drive, Suite 100, Boise, ID 83713

the Grantee, the following described premises, in Ada County, Idaho, TO WIT:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Idaho Mutual Trust, LLC
a Delaware limited liability company

By: IMT, LLC
an Idaho limited liability company

Date: December 30, 2011

By: [Signature]
Dan Bureau, Authorized Signer

STATE OF IDAHO)
) ss
County of Ada)

On this 32th day of December, 2011, before me Amanda Fleshman notary public in and for the State of Idaho, personally appeared Dan Bureau, Authorized Signer of IMT, LLC, Managing Member of Idaho Mutual Trust, LLC, known or identified to me to be the authorized signer who subscribed the name of IMT, LLC to the foregoing instrument, and acknowledged to me that IMT, LLC executed the same in the name of Idaho Mutual Trust, LLC.



[Signature]
Notary Public for Idaho
Residing at: Boise ID.
Commission Expires: 10-28-14

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

DESCRIPTION FOR
PARCEL B - IDAHO MUTUAL TRUST

A parcel of land being a portion of Lot 27 of Block 1 of Bienville Square Subdivision, as filed for record in the office of the Ada County Recorder, Boise, Idaho in Book 102 of Plats at page 13495 thru 13498, also shown on Record of Survey No. 9112, filed for record in the office of the Ada County Recorder, Boise, Idaho under Instrument No. 11103933 lying in the NE 1/4 of Section 5, T.3N., R.1E., B.M., Meridian, Ada County, Idaho and more particularly described as follows:

Commencing at an iron pin marking the Northeast corner of said Lot 28; thence along the East boundaries of said Lots 28 and 27, which is also the West right-of-way line of North Eagle Road

South 01°14'39" West 165.01 feet to an iron pin marking the **POINT OF BEGINNING**; thence continuing

South 01°14'39" West 36.72 feet to an iron pin marking an angle point in said East boundary of Lot 27; thence along said East boundary

South 00°00'00" East 272.68 feet to an iron pin marking the Southeast corner of said Lot 27; thence along the South boundary of said Lot 27

South 90°00'00" West 52.78 feet to an iron pin; thence continuing

North 42°20'36" West 111.69 feet to an iron pin; thence continuing

North 71°26'39" West 68.49 feet to an iron pin marking the Southwest corner of said Lot 27; thence along the West boundary of said Lot 27

North 00°26'43" East 207.53 feet to an iron pin; thence leaving said West boundary along a line 165.00 feet South of and parallel with the North boundary of Lot 28 of said Block 1 of Bienville Square Subdivision

South 89°15'40" East 192.13 feet to the **POINT OF BEGINNING**,

Said parcel of land contains 1.162 acres, more or less.

DESCRIPTION FOR
PARCEL C - IDAHO MUTUAL TRUST

A parcel of land being a portion of Lot 26 of Block 1 of Bienville Square Subdivision, as filed for record in the office of the Ada County Recorder, Boise, Idaho in Book 102 of Plats at page 13495 thru 13498, also shown on Record of Survey No. 9112, filed for record in the office of the Ada County Recorder, Boise, Idaho under Instrument No. 11103933 lying in the NE 1/4 of Section 5, T.3N., R.1E., B.M., Meridian, Ada County, Idaho and more particularly described as follows:

Commencing at an iron pin marking the Northeast corner of said Lot 28; thence along the North boundary and extended North boundary of said Lot 28

North 89°15'40" West 178.77 feet to an iron pin marking the **POINT OF BEGINNING**, thence continuing

North 89°15'40" West 86.69 feet to an iron pin; thence at right angles

South 00°44'20" West 165.00 feet to an iron pin; thence at right angles along a line 165.00 feet South of and parallel with said North boundary of Lot 28

South 89°15'40" East 71.87 feet to an iron pin on the East boundary of said Lot 26; thence along said East boundary

South 00°26'43" West 207.53 feet to an iron pin marking the Southeast corner of said Lot 26; thence along the South boundary of said Lot 26

North 71°26'39" West 186.12 feet to an iron pin marking the Southwest corner of said Lot 26; thence along the West boundary of said Lot 26

North 12°47'01" East 69.51 feet to an iron pin marking a point of curve; thence continuing along the arc of a curve to the left 20.08 feet, said curve having a radius of 65.00 feet, a central angle of 17°42'00" and a long chord bearing

North 09°28'20" East 20.00 feet to an iron pin marking a point of tangent; thence continuing

North 00°37'20" East 420.57 feet to an iron pin marking the Northwest corner of said Lot 26; thence along the North boundary of said Lot 26

South 89°22'51" East 173.71 feet to an iron pin marking the Northeast corner of said Lot 26; thence along the East boundary of said Lot 26

South 00°34'36" West 193.10 feet to the **POINT OF BEGINNING**,

Said parcel of land contains 1.781 acres, more or less.

BOISE IDAHO 07/01/2013 10:02 AM

DEPUTY Bonnie Oberbillig

Simplify Electronic Recording

RECORDED-REQUEST OF

FIRST AMERICAN TITLE AND ESCRO



113073405

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

IDAHO MUTUAL TRUST CLASS V, LLC
12594 W. EXPLORER DR.
SUITE 100
BOISE, ID 83713

2109635

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

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

DEED OF TRUST

The parties to this DEED OF TRUST ("Deed of Trust"), dated as of June 25, 2013 are Idaho Mutual Trust, LLC, a Delaware Limited Liability Company ("Trustor"), with a mailing address at 12594 W. Explorer Dr. Suite 100, Boise, ID 83713, First American Title and Escrow Company ("Trustee"), with a mailing address at 9465 W. Emerald St., Ste 260, Boise, ID 83704, and Idaho Mutual Trust Class V, LLC, an Idaho Limited Liability Company ("Beneficiary"), with a mailing address at 12594 W. Explorer Dr., Suite 100, Boise, ID 83713.

RECITALS

A. Trustor proposes to borrow from Beneficiary, and Beneficiary proposes to lend to Trustor the principal sum of Four Million Five Hundred Thousand and 00/100 Dollars (\$4,500,000.00) ("Loan"). The Loan is evidenced by a promissory note ("Note") executed by Trustor, dated the date of this Deed of Trust, payable to the order of Beneficiary in the principal amount of the Loan.

B. The loan documents include this Deed of Trust, the Note and any documents relating to the Note ("Loan Documents").

C. Trustor is sometimes referred to herein as "Borrower" and all references herein to Borrower or Trustor shall be deemed to be references to Trustor.

**ARTICLE 1
DEED OF TRUST**

1.1 **Grant.** For the purposes of and upon the terms and conditions of this Deed of Trust, Trustor irrevocably grants, conveys, pledges and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all estate, right, title and interest which Trustor now has or may hereafter acquire in, to, under or derived from any or all of the following: (a) That real property ("Land") located in Ada County, Idaho, more particularly described as:

See Exhibit A;

- (b) All buildings, structures, facilities, other improvements and fixtures now or hereafter located on the Land; (c) All apparatus, equipment, machinery and appliances and all accessions thereto and renewals and replacements thereof and substitutions therefor used in the operation or occupancy of the Land, it being intended by the parties that all such items shall be conclusively considered to be a part of the Land, whether or not attached or affixed to the Land;
- (d) All licenses, authorizations, certificates, variances, consents, approvals and other permits now or hereafter pertaining to the Land or the present or future development, construction, operation or use of the Land; (e) All Leases; (f) All Payments; (g) All proceeds of any insurance policies covering the Land, (h) All awards or payments, including interest thereon, with respect to the Land, whether from the exercise of the right of eminent domain, or for any other injury to or decrease in value of the Land; and (i) All proceeds of any of the foregoing.

All of the property described above is hereinafter collectively defined as the "Property". The listing of specific rights or property shall not be interpreted as a limitation of general terms.

**ARTICLE 2
OBLIGATIONS SECURED**

2.1 **Obligations Secured.** Trustor makes the foregoing grant and assignment for the purpose of securing the following obligations ("Secured Obligations"): (a) Full and punctual payment to Beneficiary of all sums at any time owing under the Note and the Loan Documents; (b) Payment and performance of all covenants and obligations of Trustor under this Deed of Trust including, without limitation, indemnification obligations and advances made to protect the Property; (c) All interest and charges on all obligations secured hereby including, without limitation, prepayment charges, late charges and loan fees; and (d) All modifications, extensions and renewals of any of the obligations secured hereby, however evidenced, including, without limitation: (i) modifications of the required principal payment dates or interest payment dates or both, as the case may be, deferring or accelerating payment dates wholly or partly; and (ii) modifications, extensions or renewals at a different rate of interest whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

**ARTICLE 3
ABSOLUTE ASSIGNMENT OF RENTS AND LEASES**

3.1 **Assignment.** Trustor irrevocably assigns to Beneficiary all of Trustor's right, title and interest in, to and under: (a) all present and future leases and subleases of the Property or any portion thereof, all present and future licenses and agreements relating to the management, leasing or operation of the Property or any portion thereof, and all other agreements of any kind relating to the use, enjoyment or occupancy of the Property or any portion thereof ("Leases"); and (b) the rents, issues, deposits and profits of the Property, including, without limitation,

all amounts payable and all rights and benefits accruing to Trustor under the Leases ("Payments"). The term "Leases" shall also include all amendments, extensions, renewals or modifications thereto which are permitted hereunder.

This is a present and absolute assignment, not an assignment for security purposes only, and Beneficiary's right to the Leases and Payments is not contingent upon, and may be exercised without possession of, the Property.

3.2 Grant of License. Beneficiary confers upon Trustor a revocable license ("License") to collect and retain the Payments as they become due and payable, until the occurrence of a "Default" (as hereinafter defined). Upon a Default, the License shall be automatically revoked and Beneficiary may collect and apply the Payments pursuant to the terms hereof without notice and without taking possession of the Property. All Payments thereafter collected by Trustor shall be held by Trustor as trustee under a constructive trust for the benefit of Beneficiary. Trustor hereby irrevocably authorizes and directs the tenants under the Leases to rely upon and comply with any notice or demand by Beneficiary for the payment to Beneficiary of any rental or other sums which may at any time become due under the Leases, or for the performance of any of the tenants' undertakings under the Leases, and the tenants shall have no right or duty to inquire as to whether any Default has actually occurred or is then existing. Trustor hereby relieves the tenants from any liability to Trustor by reason of relying upon and complying with any such notice or demand by Beneficiary. Beneficiary may apply, in its sole discretion, any Payments so collected by Beneficiary against any Secured Obligation or any other obligation of Borrower, Trustor or any other person or entity, under any document or instrument related to or executed in connection with the Loan Documents, whether existing on the date hereof or hereafter arising. Collection of any Payments by Beneficiary shall not cure or waive any Default or notice of Default or invalidate any acts done pursuant to such notice.

3.3 Effect of Assignment. The foregoing irrevocable assignment shall not cause Beneficiary to be: (a) a mortgagee in possession; (b) responsible or liable for the control, care, management or repair of the Property or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of the Leases; (c) responsible or liable for any waste committed on the Property by the tenants under any of the Leases or by any other parties for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee, invitee or other person; or (d) responsible for or impose upon Beneficiary any duty to produce rents or profits. Beneficiary shall not directly or indirectly be liable to Trustor or any other person as a consequence of: (i) the exercise or failure to exercise any of the rights, remedies or powers granted to Beneficiary hereunder; or (ii) the failure or refusal of Beneficiary to perform or discharge any obligation, duty or liability of Trustor arising under the Leases.

3.4 Covenants. Trustor shall at Trustor's sole cost and expense: (a) perform the obligations of landlord contained in the Leases and use reasonable efforts to enforce performance by the tenants of the obligations of the tenants contained in the Leases; (b) use reasonable efforts to keep the Property leased at all times to tenants which Trustor in good faith believes are creditworthy at rents not less than the fair market rental value (including, but not limited to, free or discounted rents to the extent the market so requires); (c) promptly upon Beneficiary's request, promptly execute and record any additional assignments to Beneficiary of landlord's interest in any Lease in form and substance satisfactory to Beneficiary. Unless consented to in writing by Beneficiary or otherwise permitted by any provision of the Loan Documents, Trustor shall not execute any other assignment of landlord's interest in any of the Leases or grant any tenant under any Lease any right to prepay rent more than one (1) month in advance.

ARTICLE 4

Reserved.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties. Trustor represents and warrants to Beneficiary that, to Trustor's current actual knowledge after reasonable investigation and inquiry, the following statements are true and correct as of the effective date of the Deed of Trust:

(a) **Legal Status.** Trustor and Borrower are duly organized and existing and in good standing under the laws of the state(s) in which Trustor and Borrower are organized. Trustor and Borrower are qualified or licensed to do business in all jurisdictions in which such qualification or licensing is required.

(b) **Authorization and Validity.** The execution and delivery of the Loan Documents have been duly authorized and the Loan Documents constitute valid and binding obligations of Trustor, Borrower or the party which executed the same, enforceable in accordance with their respective terms.

(c) **Violations.** The execution, delivery and performance by Trustor and Borrower of each of the Loan Documents do not violate any provision of any law or regulation, or result in any breach or default under any contract, obligation, indenture or other instrument to which Trustor or Borrower is a party or by which Trustor or Borrower is bound.

(d) **Subordination.** There is no agreement or instrument to which Borrower is a party or by which Borrower is bound that would require the subordination in right of payment of any of Borrower's obligations under the Note to an obligation owed to another party.

(e) **Title.** Trustor lawfully holds and possesses fee simple title to the Property, without limitation on the right to encumber same, and there are no liens filed against the Property.

(f) **Mechanics' Liens.** There are no mechanics' or similar liens or claims which have been filed for work, labor or material (and no rights are outstanding that under law could give rise to any such liens) affecting the Property which are or may be prior to or equal to the lien of this Deed of Trust.

**ARTICLE 6
RIGHTS AND DUTIES OF THE PARTIES**

6.1 Maintenance and Preservation of the Property. Trustor shall keep the Property in good condition and repair; complete or restore promptly and in workmanlike manner the Property or any part thereof which may be damaged or destroyed; operate and manage the Property at all times in a professional manner and do all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value.

6.2 Compliance With Laws. Trustor shall comply with all federal, state and local laws, rules and regulations applicable to the Property, including, without limitation, all zoning and building requirements and all requirements of the Americans With Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.), as amended from time to time, and Trustor shall possess and maintain or cause Borrower to possess and maintain in full force and effect at all times all certificates of occupancy and other licenses, permits and authorizations required by applicable law for the existing use of the Property.

6.3 Accounting Records. Trustor shall permit and shall cause Borrower to permit any representative of Beneficiary, at any reasonable time and from time to time, to inspect, audit and examine such books and records and make copies of same.

6.4 No Other Debt; Liens, Encumbrances and Charges. Without obtaining Beneficiary's prior written consent (which consent shall be granted or withheld in Beneficiary's sole and absolute discretion and at Trustor's sole cost and expense), Trustor shall not incur any debt secured by the Collateral other than the Loan, and Trustor shall immediately discharge by bonding or otherwise any lien, charge or other encumbrance which attaches to the Property in violation of Section 6.4.

6.5 Insurance Coverage. Trustor shall insure the Property against loss or damage by fire and such other hazards as Beneficiary shall from time to time require, however, not to exceed full replacement cost; provided, however, Trustor shall also carry public liability insurance and such other insurance as Beneficiary may require. In addition, but not by way of limitation, Trustor shall also, at its expense, obtain and keep in effect (or cause any contractor and, if required under applicable law, any subcontractor engaged in work on, or with respect to, the Property, to procure and keep in effect), worker's compensation insurance (including employer's liability in an amount satisfactory to Beneficiary and if applicable, insurance covering claims of workers against employers arising under federal law) covering all employees of Trustor (and/or any employees of any contractor and, if required under applicable law, any subcontractor engaged in work on, or with respect to, the Property) in such amount as the maximum allowable under the Idaho State Insurance Fund. Such policies shall contain a standard mortgage clause naming Beneficiary and its successors and assigns as a loss payee or additional insured, as appropriate, and requiring at least thirty (30) days' prior notice to the holder at termination or cancellation. Trustor shall maintain all required insurance at Trustor's expense, in companies, and in substance and form satisfactory to Beneficiary, including, without limitation, an agreed amount endorsement. Neither Beneficiary nor Trustee, by reason of accepting, rejecting, approving or obtaining insurance shall incur any liability for the existence, nonexistence, form or legal sufficiency of any insurances or the solvency of any insurer or the payment of claims. Trustor agrees to deliver to Trustee promptly upon receipt, but in any event no later than thirty (30) days prior to the termination of any of such insurance policies, a renewal policy (or certificate of insurance evidencing the same) satisfying the requirements of this Deed of Trust.

6.6 Insurance and Condemnation Proceeds.

(a) **Assignment of Claims.** Trustor absolutely and irrevocably assigns to Beneficiary all of the following rights, claims and amounts (collectively, "Claims"), all of which shall be paid to Beneficiary: (i) all awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation for public or private use affecting all or any part of, or any interest in, the Property; (ii) all other claims and awards for damages to or decrease in value of all or any part of, or any interest in, the Property; (iii) all proceeds of any insurance policies payable by reason of loss sustained to all or any part of the Property; and (iv) all interest which may accrue on any of the foregoing.

(b) **Application of Proceeds; No Default.** So long as no Default has occurred and is continuing at the time of Beneficiary's receipt of the proceeds of the Claims ("Proceeds") and no Default occurs thereafter, Beneficiary shall apply the Proceeds in the following order of priority: **First**, to Beneficiary's expenses in settling, prosecuting or defending the Claims; **Second**, to the repair or restoration of the Property; and **Third**, to Trustor if the repair or restoration of the Property has been completed, but to the Secured Obligations in any order without suspending, extending or reducing any obligation of Trustor to make installment payments if the repair or restoration of the Property has not been completed; provided, however, that nothing herein shall prevent Beneficiary from applying any such proceeds or awards if, as required by Idaho law, Beneficiary is able to demonstrate that its security for the Loan has been substantially impaired. Notwithstanding the foregoing, Beneficiary shall have no obligation to make any Proceeds available for the repair or restoration of the Property unless and until all the following conditions have been satisfied in Beneficiary's sole and absolute discretion: (i) delivery to Beneficiary of the Proceeds plus any additional amount which is needed to pay all costs of the repair or restoration (including, without limitation, taxes, financing charges, insurance and rent during the repair period); (ii) establishment of an arrangement for lien releases and disbursement of funds acceptable to Beneficiary; (iii) delivery to Beneficiary in form and content acceptable to Beneficiary of all of the following: (A) plans and specifications for the work; (B) a contract for the work, signed by a contractor acceptable to Beneficiary; (C) a cost breakdown for the work; (D) evidence of the satisfaction of any additional conditions that Beneficiary may reasonably establish to protect Beneficiary's security. Trustor acknowledges that the specific conditions described above are reasonable.

(c) **Application of Proceeds; Default.** If a Default has occurred and is continuing at the time of Beneficiary's receipt of the Proceeds or if a Default occurs at any time thereafter, Beneficiary may, at Beneficiary's absolute discretion and regardless of any impairment of security or lack of impairment of security, but subject to applicable law governing use of the Proceeds, if any, apply all or any of the Proceeds to Beneficiary's expenses in settling, prosecuting or defending the Claims and then apply the balance to the Secured Obligations in any order without suspending, extending or reducing any obligation of Trustor to make installment payments, and may release all or any part of the Proceeds to Trustor upon any conditions Beneficiary chooses.

6.7 Prohibition of Transfer of Property or Interests In Trustor. Trustor acknowledges that Beneficiary has relied upon the principals of Trustor and Borrower and their experience in owning and operating properties similar to the Property in connection with the closing of the Loan. Accordingly, except with the prior written consent of Beneficiary or as otherwise expressly permitted in the Note, Trustor shall not cause or permit any sale, exchange, mortgage, pledge, hypothecation, assignment, encumbrance or other transfer, conveyance or disposition, whether voluntarily, involuntarily or by operation of law ("Transfer") of all or any part of, or all or any direct or indirect interest in, the Property or the Collateral (except for equipment and inventory in the ordinary course of its business), or cause or permit a Transfer of any direct or indirect interest (whether general or limited partnership interest, stock, limited liability company interest, trust, or otherwise) in Trustor or Borrower. In the event of any Transfer that is not expressly permitted in the Note and is without the prior written consent of Beneficiary, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all of the Secured Obligations immediately due and payable, except to the extent prohibited by law, and pursue its rights and remedies under Section 7.3 herein. Consent to one such Transfer shall not be deemed to be a waiver of the right to require the consent of Beneficiary to future or successive Transfers.

6.8 Exculpation. Beneficiary shall not directly or indirectly, be liable to Trustor or any other person as a consequence of: (a) the exercise of the rights, remedies or powers granted to Beneficiary in this Deed of Trust; (b) the failure or refusal of Beneficiary to perform or discharge any obligation or liability of Trustor under any agreement related to the Property or under this Deed of Trust; or (c) any loss sustained by Trustor or any third party resulting from Beneficiary's failure to lease the Property after a "Default" (hereafter defined) or from any other act or omission of Beneficiary in managing the Property after a Default unless the loss is caused by the willful misconduct and bad faith of Beneficiary and no such liability shall be asserted or enforced against Beneficiary, all such liability being expressly waived and released by Trustor.

6.9 Indemnity. Without in any way limiting any other indemnity contained in this Deed of Trust, Trustor agrees to defend, indemnify and hold harmless Trustee and the Beneficiary from and against any claim, loss, damage, cost, expense or liability directly or indirectly arising out of: (a) the making of the Loan; (b) this Deed of Trust; (c) the execution of this Deed of Trust or the performance of any act required or permitted hereunder or by law; (d) any failure of Trustor to perform Trustor's obligations under this Deed of Trust or the other Loan Documents; (e) any alleged obligation or undertaking on the Beneficiary's part to perform or discharge any of the representations, warranties, conditions, covenants or other obligations contained in any other document related to the Property; (f) any act or omission by Trustor or any contractor, agent, employee or representative of Trustor with respect to the Property; provided, however, that nothing herein shall prevent Beneficiary from applying any such proceeds or awards if, as required by law, Beneficiary is able to demonstrate that its security for the Loan has been substantially impaired.

Trustor shall pay immediately upon Trustee's or Beneficiary's demand any amounts owing under this indemnity together with interest from the date the indebtedness arises until paid at the rate of interest applicable to the principal balance of the Note as specified therein. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION AND RECONVEYANCE OF THIS DEED OF TRUST.

6.10 Substitution of Trustee. From time to time, by a writing signed and acknowledged by Beneficiary and recorded in the Office of the Recorder of the County in which the Property is situated, Beneficiary may appoint another trustee to act in the place and stead of Trustee or any successor. Such writing shall set forth any information required by law. The recordation of such instrument of substitution shall discharge Trustee herein named and shall appoint the new trustee as the trustee hereunder with the same effect as if originally named trustee herein. A writing recorded pursuant to the provisions of this Section shall be conclusive proof of the proper substitution of such new trustee.

6.11 Sale or Participation of Loan. Trustor agrees that Beneficiary may at any time sell, assign, participate or securitize all or any portion of Beneficiary's rights and obligations under the Loan Documents, and that any such sale, assignment, participation or securitization may be to one or more financial institutions or other entities, to private investors, and/or into the public securities market, in Beneficiary's sole discretion.

6.12 Reconveyance. Upon Beneficiary's written request, and upon surrender of this Deed of Trust or certified copy thereof and any note, instrument or instruments setting forth all obligations secured hereby to Trustee for cancellation, Trustee shall reconvey, without warranty, the Property or that portion thereof then held hereunder. The recitals of any matters or facts in any reconveyance executed hereunder shall be conclusive proof of the truthfulness thereof. To the extent permitted by law, the reconveyance may describe the grantee as "the person or persons legally entitled thereto". Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance. When the Property has been fully reconveyed, the last such reconveyance shall operate as a reassignment of all future rents, issues and profits of the Property to the person or persons legally entitled thereto.

6.13 Subrogation. Beneficiary shall be subrogated to the lien of all encumbrances, whether released of record or not, paid in whole or in part by Beneficiary pursuant to this Deed of Trust or by the proceeds of any loan secured by this Deed of Trust.

ARTICLE 7 DEFAULT

7.1 Default. For all purposes hereof, "Default" shall mean either an "Optional Default" (as defined below) or an "Automatic Default" (as defined below).

(a) **Optional Default.** An "Optional Default" shall occur, at Beneficiary's option, upon the occurrence of any of the following events: (i) **Monetary.** Borrower or Trustor shall fail to: (A) pay when due any sums which by their express terms require immediate payment without any grace period or sums which are payable on the Maturity Date, or (B) pay within five (5) days when due any other sums payable under the Note, this Deed of Trust or any of the other Loan Documents, including, without limitation, any monthly payment due under the Note. (ii) **Failure To Perform.** Borrower or Trustor shall fail to observe, perform or discharge any of Borrower's or Trustor's obligations, covenants, conditions or agreements, other than Borrower's or Trustor's payment obligations, under the Note, this Deed of Trust or any of the other Loan Documents, and such failure shall remain uncured for thirty (30) days after

written notice thereof shall have been given to Borrower or Trustor, as the case may be, by Beneficiary. (iii) **Representations and Warranties.** Any representation, warranty, certificate or other statement (financial or otherwise) made or furnished by or on behalf of Borrower, Trustor, or a guarantor, if any, to Beneficiary or in connection with any of the Loan Documents, or as an inducement to Beneficiary to make the Loan, shall be false, incorrect, incomplete or misleading in any material respect when made or furnished. (iv) **Condemnation, Attachment.** The condemnation, seizure or appropriation of any material portion (as reasonably determined by Beneficiary) of the Property, or the sequestration or attachment of, or levy or execution upon any of the Property, the Collateral or any other collateral provided by Borrower or Trustor under any of the Loan Documents, or any material portion of the other assets of Borrower or Trustor, which sequestration, attachment, levy or execution is not released or dismissed within forty-five (45) days after its occurrence; or the sale of any assets affected by any of the foregoing. (v) **Uninsured Casualty.** The occurrence of an uninsured casualty with respect to any material portion (as reasonably determined by Beneficiary) of the Property unless: (A) no other Default has occurred and is continuing at the time of such casualty or occurs thereafter; (B) Trustor promptly notifies Beneficiary of the occurrence of such casualty; and (C) not more than forty-five (45) days after the occurrence of such casualty, Trustor delivers to Beneficiary immediately available funds ("Restoration Funds") in an amount sufficient, in Beneficiary's reasonable opinion, to pay all costs of the repair or restoration (including, without limitation, taxes, financing charges, insurance and rent during the repair period). So long as no Default has occurred and is continuing at the time of Beneficiary's receipt of the Restoration Funds and no Default occurs thereafter, Beneficiary shall make the Restoration Funds available for the repair or restoration of the Property. Notwithstanding the foregoing, Beneficiary shall have no obligation to make any Restoration Funds available for repair or restoration of the Property unless and until all the conditions set forth in clauses (ii) and (iii) of the second sentence of Section 6.6(b) of this Deed of Trust have been satisfied. Trustor acknowledges that the specific conditions described above are reasonable. (vi) **Key Person or Entity.** The retirement, death, incapacity or withdrawal of Thomas M. Buuck as IMT, LLC's member or IMT, LLC as Idaho Mutual Trust, LLC's managing member and Trustor's failure to provide a substitute or replacement acceptable to Beneficiary within thirty (30) days after the occurrence of any such event.

(b) **Automatic Default.** An "Automatic Default" shall occur automatically upon the occurrence of any of the following events: (i) **Voluntary Bankruptcy, Insolvency, Dissolution.** (A) Borrower's filing a petition for relief under the Bankruptcy Reform Act of 1978, as amended or recodified ("Bankruptcy Code"), or under any other present or future state or federal law regarding bankruptcy, reorganization or other relief to debtors (collectively, "Debtor Relief Law"); or (B) Borrower's filing any pleading in any involuntary proceeding under the Bankruptcy Code or other Debtor Relief Law which admits the jurisdiction of a court to regulate Borrower or the Property or the petition's material allegations regarding Borrower's insolvency; or (C) Borrower's making a general assignment for the benefit of creditors; or (D) Borrower's applying for, or the appointment of, a receiver, trustee, custodian or liquidator of Borrower or any of its property; or (E) the filing by or against Borrower of a petition seeking the liquidation or dissolution of Borrower or the commencement of any other procedure to liquidate or dissolve Borrower. (ii) **Involuntary Bankruptcy.** Borrower's failure to effect a full dismissal of any involuntary petition under the Bankruptcy Code or other Debtor Relief Law that is filed against Borrower or in any way restrains or limits Borrower or Beneficiary regarding the Loan or the Property, prior to the earlier of the entry of any order granting relief sought in the involuntary petition or forty-five (45) days after the date of filing of the petition.

7.2 **Acceleration.** Upon the occurrence of an Optional Default, Beneficiary may, at its option, declare all sums owing to Beneficiary under the Note and the other Loan Documents immediately due and payable. Upon the occurrence of an Automatic Default, all sums owing to Beneficiary under the Note and the other Loan Documents shall automatically become immediately due and payable.

7.3 **Rights and Remedies.** In addition to the rights and remedies in Section 7.2 above, at any time after a Default, Beneficiary and Trustee shall each have all of the following rights and remedies:

(a) **Entry on Property.** With or without notice, and without releasing Trustor from any Secured Obligation, and without becoming a mortgagee in possession, to enter upon the Property from time to time and to do such acts and things as Beneficiary or Trustee deem necessary or desirable in order to inspect, investigate, assess and protect the security hereof or to cure any Default, including, without limitation: (i) to take and possess all documents, books, records, papers and accounts of Trustor, Borrower or the then owner of the Property which relate to the Property; (ii) to make, terminate, enforce or modify leases of the Property upon such terms and conditions as Beneficiary deems proper; (iii) to make repairs, alterations and improvements to the Property necessary, in Trustee's or Beneficiary's sole judgment, to protect or enhance the security hereof; (iv) to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee hereunder; (v) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the sole judgment of either Beneficiary or Trustee, is or may be senior in priority hereto, the judgment of Beneficiary or Trustee being conclusive, as between the parties hereto; (vi) to obtain insurance; (vii) to pay any premiums or charges with respect to insurance required to be carried hereunder; and/or (viii) to employ legal counsel, accountants, engineers, consultants, contractors and other appropriate persons to assist them;

(b) **Appointment of Receiver.** To apply to a court of competent jurisdiction for and obtain appointment of a receiver of the Property as a matter of strict right and without regard to: (i) the adequacy of the security for the repayment of the Secured Obligations; (ii) the existence of a declaration that the Secured Obligations are immediately due and payable; or (iii) the filing of a notice of default; and Trustor consents to such appointment;

(c) **Judicial Foreclosure, Injunction.** To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a mortgage or to obtain specific enforcement of the covenants of Trustor hereunder, and Trustor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subparagraph, Trustor waives the defense of laches and any applicable statute of limitations;

(d) **Nonjudicial Foreclosure.** To execute a written notice of such Default and of the election to cause the Property to be sold to satisfy the Secured Obligations. Trustee shall give and record such notice as the law then requires as a condition precedent to a trustee's sale. When the minimum period of time required by law after such notice has elapsed, Trustee, without notice to or demand upon Trustor except as required by law, shall sell the Property at the time and place of sale fixed by it in the notice of sale, at one or several sales, either as a whole or in separate parcels and in such manner and order, all as Beneficiary in its sole discretion may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at time of sale. Neither Trustor

nor any other person or entity other than Beneficiary shall have the right to direct the order in which the Property is sold. Subject to requirements and limits imposed by law, Trustee may, from time to time postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time may postpone the sale by public announcement at the time and place fixed by the preceding postponement. A sale of less than the whole of the Property or any defective or irregular sale made hereunder shall not exhaust the power of sale provided for herein. Trustee shall deliver to the purchaser at such sale a deed conveying the Property or portion thereof so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustee, Trustor or Beneficiary may purchase at the sale. Upon sale of the Property at any judicial or nonjudicial foreclosure, Beneficiary may credit bid (as determined by Beneficiary in its sole and absolute discretion) all or any portion of the Secured Obligations. In determining such credit bid, Beneficiary may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Property as such appraisals may be discounted or adjusted by Beneficiary in its sole and absolute underwriting discretion; (ii) expenses and costs incurred by Beneficiary with respect to the Property prior to foreclosure; (iii) expenses and costs which Beneficiary anticipates will be incurred with respect to the Property after foreclosure, but prior to resale, including, without limitation, costs of structural reports and other due diligence, costs to carry the Property prior to resale, costs of resale (e.g., commissions, attorneys' fees, and taxes), costs of deferred maintenance, repair, refurbishment and retrofit, costs of defending or settling litigation affecting the Property, and lost opportunity costs (if any), including the time value of money during any anticipated holding period by Beneficiary; (iv) declining trends in real property values generally and with respect to properties similar to the Property; (v) anticipated discounts upon resale of the Property as a distressed or foreclosed property; (vi) the fact of additional collateral (if any), for the Secured Obligations; and (vii) such other factors or matters that Beneficiary (in its sole and absolute discretion) deems appropriate. In regard to the above, Trustor acknowledges and agrees that: (i) Beneficiary is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (ii) this paragraph does not impose upon Beneficiary any additional obligations that are not imposed by law at the time the credit bid is made; and (iii) Beneficiary's credit bid may be (at Beneficiary's sole and absolute discretion) higher or lower than any appraised value of the Property;

(e) **Rights to Collateral.** To exercise all rights Trustee or Beneficiary may have with respect to the Collateral under this Deed of Trust, the UCC or otherwise at law; and

(f) **Other Rights.** To exercise such other rights as Trustee or Beneficiary may have at law or in equity or pursuant to the terms and conditions of this Deed of Trust or any of the other Loan Documents.

In connection with any sale or sales hereunder, Beneficiary may elect to treat any of the Property which consists of a right in action or which is property that can be severed from the Property (including, without limitation, any improvements forming a part thereof) without causing structural damage thereto as if the same were personal property or a fixture, as the case may be, and dispose of the same in accordance with applicable law, separate and apart from the sale of the Property. Any sale of Collateral hereunder shall be conducted in any manner permitted by the UCC.

7.4 Application of Foreclosure Sale Proceeds. If any foreclosure sale is effected, Trustee shall apply the proceeds of such sale in the order of priority, provided in Idaho Code Section 45-1507.

7.5 Waiver of Marshaling Rights. Trustor, for itself and for all parties claiming through or under Trustor, and for all parties who may acquire a lien on or interest in the Property, hereby waives all rights to have the Property and/or any other property, including, without limitation, the Collateral, which is now or later may be security for any Secured Obligation, marshaled upon any foreclosure of this Deed of Trust or on a foreclosure of any other security for any of the Secured Obligations.

7.6 No Cure or Waiver. Neither Beneficiary's nor Trustee's nor any receiver's entry upon and taking possession of all or any part of the Property, nor any collection of rents, issues, profits, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise of any other right or remedy by Beneficiary or Trustee or any receiver shall cure or waive any Default or notice of default under this Deed of Trust, or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid or performed and Trustor has cured all other Defaults hereunder), or impair the status of the security, or prejudice Beneficiary or Trustee in the exercise of any right or remedy, or be construed as an affirmation by Beneficiary of any tenancy, lease or option or a subordination of the lien of this Deed of Trust.

7.7 Payment of Costs, Expenses and Attorneys' Fees. Trustor agrees to pay to Beneficiary immediately and upon demand all costs and expenses incurred by Trustee and Beneficiary in the enforcement of the terms and conditions of this Deed of Trust (including, without limitation, statutory trustee's fees, court costs and attorneys' fees, whether incurred in litigation or not) and the Loan Documents with interest from the date of expenditure until said sums have been paid at the rate of interest applicable to the principal balance of the Note as specified therein.

7.8 Power To File Notices and Cure Defaults. Trustor hereby irrevocably appoints Beneficiary and its successors and assigns, as its attorney-in-fact, which power of attorney is coupled with an interest, to perform any obligation of Trustor hereunder upon the occurrence of an event, act or omission which, with notice or passage of time or both, would constitute a Default; provided, however, that: (i) Beneficiary as such attorney-in-fact shall only be accountable for such funds as are actually received by Beneficiary; and (ii) Beneficiary shall not be liable to Trustor or any other person or entity for any failure to act under this Section.

7.9 Remedies Cumulative. All rights and remedies of Beneficiary and Trustee provided hereunder are cumulative and are in addition to all rights and remedies provided by applicable law (including specifically that of foreclosure of this instrument as though it were a mortgage) or in any other agreements between Trustor and Beneficiary. Beneficiary may enforce any one or more remedies or rights hereunder successively or concurrently.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Additional Provisions. The Loan Documents contain or incorporate by reference the entire agreement of the parties with respect to matters contemplated herein and supersede all prior negotiations. The

Loan Documents grant further rights to Beneficiary and contain further agreements and affirmative and negative covenants by Trustor which apply to this Deed of Trust and to the Property and such further rights and agreements are incorporated herein by this reference

8.2 Non-Waiver. By accepting payment of any amount secured hereby after its due date or late performance of any other Secured Obligation, Beneficiary shall not waive its right against any person obligated directly or indirectly hereunder or on any Secured Obligation, either to require prompt payment or performance when due of all other sums and obligations so secured or to declare default for failure to make such prompt payment or performance. No exercise of any right or remedy by Beneficiary or Trustee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law. No failure by Beneficiary or Trustee to exercise any right or remedy hereunder arising upon any Default shall be construed to prejudice Beneficiary's or Trustee's rights or remedies upon the occurrence of any other or subsequent Default. No delay by Beneficiary or Trustee in exercising any such right or remedy shall be construed to preclude Beneficiary or Trustee from the exercise thereof at any time while that Default is continuing. No notice or demand on Trustor shall of itself entitle Trustor to any other or further notice or demand in similar or other circumstances.

8.3 Attorneys' Fees. In the event it is necessary for Beneficiary to retain the services of an attorney or any other party to enforce or to commence any legal action to enforce the terms of this Deed of Trust, or any of the other Loan Documents, or any portion hereof or thereof, Borrower agrees to pay to Beneficiary, in addition to damages or other relief, any and all costs and expenses, including, without limitation, expert witness fees and reasonable attorneys' fees incurred by Beneficiary as a result thereof.

8.4 Trustor and Beneficiary Defined. The term "Trustor" includes both the original Trustor and any subsequent owner or owners of any of the Property, and the term "Beneficiary" includes the original Beneficiary and any future owner or holder, including assignees, pledges and participants, of the Note or any interest therein.

8.5 Disclaimers.

(a) Relationship. The relationship of Trustor and Beneficiary under this Deed of Trust and the other Loan Documents is, and shall at all times remain, solely that of borrower and Beneficiary; and Beneficiary neither undertakes nor assumes any responsibility or duty to Trustor or to any third party with respect to the Property. Notwithstanding any other provisions of this Deed of Trust and the other Loan Documents: (i) Beneficiary is not, and shall not be construed to be, a partner, joint venturer, member, alter ego, manager, controlling person or other business associate or participant of any kind of Trustor, and Beneficiary does not intend to ever assume such status; (ii) Beneficiary's activities in connection with this Deed of Trust and the other Loan Documents shall not be outside the scope of activities of a Beneficiary of money within the meaning of Idaho law, as amended or recodified from time to time, and Beneficiary does not intend to ever assume any responsibility to any person for the quality, suitability, safety or condition of the Property; and (iii) Beneficiary shall not be deemed responsible for or a participant in any acts, omissions or decisions of Trustor.

(b) No Liability. Beneficiary shall not be directly or indirectly liable or responsible for any loss, claim, cause of action, liability, indebtedness, damage or injury of any kind or character to any person or property arising from any construction on, or occupancy or use of, the Property, whether caused by or arising from: (i) any defect in any building, structure, grading, fill, landscaping or other improvements thereon or in any on-site or off-site improvement or other facility therein or thereon; (ii) any act or omission of Trustor or any of Trustor's agents, employees, independent contractors, licensees or invitees; (iii) any accident in or on the Property or any fire, flood or other casualty or hazard thereon; (iv) the failure of Trustor or any of Trustor's licensees, employees, invitees, agents, independent contractors or other representatives to maintain the Property in a safe condition; or (v) any nuisance made or suffered on any part of the Property.

8.6 Severability. If any term of this Deed of Trust, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Deed of Trust, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Deed of Trust shall be valid and enforceable to the fullest extent permitted by law.

8.7 Relationship of Articles. The rights, remedies and interests of Beneficiary under the deed of trust established by Article 1 and the security agreement established by Article 4 are independent and cumulative, and there shall be no merger of any lien created by the deed of trust with any security interest created by the security agreement. Beneficiary may elect to exercise or enforce any of its rights, remedies or interests under either or both the deed of trust or the security agreement as Beneficiary may from time to time deem appropriate. The absolute assignment of rents and leases established by Article 3 is similarly independent of and separate from the deed of trust and the security agreement.

8.8 Merger. No merger shall occur as a result of Beneficiary's acquiring any other estate in, or any other lien on, the Property unless Beneficiary consents to a merger in writing.

8.9 Obligations of Trustor, Joint and Several. If more than one person has executed this Deed of Trust as "Trustor", the obligations of all such persons hereunder shall be joint and several.

8.10 Separate and Community Property. Any married person who executes this Deed of Trust as a Trustor agrees that any money judgment which Beneficiary or Trustee obtains pursuant to the terms of this Deed of Trust, the Loan Documents or any other obligation of that married person secured by this Deed of Trust may be collected by execution upon any separate property or community property of that person.

8.11 Integration; Interpretation. The Loan Documents contain or expressly incorporate by reference the entire agreement of the parties with respect to the matters contemplated therein and supersede all prior negotiations or agreements, written or oral. The Loan Documents shall not be modified except by written instrument executed by all parties. Any reference in any of the Loan Documents to the Property or Collateral shall include all or any part of the Property or Collateral. Any reference to the Loan Documents includes any amendments, renewals or extensions now or hereafter approved by Beneficiary in writing. When the identity of the parties or other circumstances make it appropriate, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8.12 Capitalized Terms. [Intentionally left blank].

8.13 Successors in Interest. The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. The foregoing sentence shall not be construed to permit Trustor to assign the Loan except as otherwise permitted under the Note or the other Loan Documents.

8.14 Governing Law. This Deed of Trust, the Note and the other Loan Documents and the obligations arising hereunder and thereunder shall be governed by, and construed in accordance with, the laws of the State of Idaho applicable to contracts made and performed in such State and any applicable law of the United States of America. Except as provided in the immediately preceding sentence, Trustor hereby unconditionally and irrevocably waives, to the fullest extent permitted by law, any claim to assert that the law of any jurisdiction other than Idaho governs this Deed of Trust, the Note and other Loan Documents.

8.15 Consent to Jurisdiction. Trustor irrevocably submits to the Jurisdiction of: (a) any state or federal court sitting in the state of Idaho over any suit, action, or proceeding, brought by Trustor against Beneficiary, arising out of or relating to this Deed of Trust, the Note, the Loan Documents, or the Loan; (b) any state or federal court sitting in the state where the Property is located or the state in which Trustor's principal place of business is located over any suit, action or proceeding, brought by Beneficiary against Trustor, arising out of or relating to this Deed of Trust, the Note, the Loan Documents, or the Loan; and (c) any state court sitting in the county of the state where the Property is located over any suit, action, or proceeding, brought by Beneficiary to exercise its STATUTORY POWER OF SALE under this Deed of Trust or any action brought by Beneficiary to enforce its rights with respect to the Collateral. Trustor irrevocably waives, to the fullest extent permitted by law, any objection that Trustor may now or hereafter have to the laying of venue of any such suit, action, or proceeding brought in any such court and any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

8.16 Addresses; Request for Notice. All notices and other communications that are required or permitted to be given to a party under this Deed of Trust shall be in writing, refer to the Loan number, and shall be sent to such party, either by personal delivery, by overnight delivery service, by certified first-class mail, return receipt requested, or by facsimile transmission to the addressee or facsimile number below. All such notices and communications shall be effective upon receipt of such delivery or facsimile transmission. The addresses of the parties are set forth on page 1 of this Deed of Trust and the facsimile numbers for the parties are as follows:

Trustor: Idaho Mutual Trust, LLC
Attn: Dan Bureau
Fax No.: (208) 639-8169

Trustee: First American Title and Escrow Company
Attn: Tracy Schwartz
Fax No.: (866) 395-5708

Beneficiary: Idaho Mutual Trust Class V, LLC
Attn: Tom Buuck
Fax No.: (208) 639-8169

Trustor's, Trustee's and Beneficiary's principal place of business is at the address set forth on page 1 of this Deed of Trust. Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by giving thirty (30) days' notice to the other parties in the manner set forth above.

8.17 Size and Location of Land. The Land is either located within the limits of an incorporated city or village or does not exceed eighty (80) acres. Borrower hereby expressly warrants and represents that the Land is not principally used for the agricultural production of crops, livestock, dairy or aquatic goods.

8.18 Waiver Of Jury Trial. BENEFICIARY AND TRUSTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS DEED OF TRUST OR ANY OTHER LOAN DOCUMENT, OR ANY COURSE OR CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF BENEFICIARY OR TRUSTOR. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BENEFICIARY TO ENTER INTO THIS DEED OF TRUST.

<SIGNATURE ON FOLLOWING PAGE>

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year set forth above.

"Trustor"

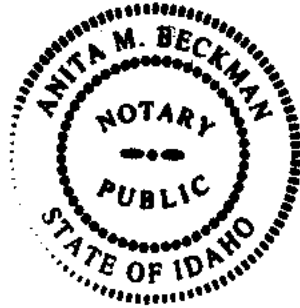
Idaho Mutual Trust, LLC, a Delaware Limited Liability Company

By: IMT, LLC, its Managing Member

By: 
Thomas M. Buuck, its Member

STATE OF IDAHO)
 ss:
County of ADA)

On this 25th day of June, in the year 2013, before me, a notary public in and for the State of Idaho, personally appeared THOMAS M. BUUCK, Member of IMT, LLC, Managing Member of IDAHO MUTUAL TRUST, LLC, known or identified to me, to be the member who subscribed the name of IMT, LLC to the foregoing instrument, and acknowledged to me that IMT, LLC executed the same in the name of Idaho Mutual Trust, LLC.



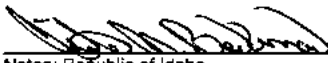

Notary Republic of Idaho
Residing at Mountain View
My commission expires 03/09/2015

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Parcel A:

Lots 19, 20 and 25, in Block 1; Lots 1, 17 and 19, in Block 2 all being located in BIENVILLE SQUARE SUBDIVISION, according to the plat thereof, filed in Book 102 of Plats at Pages 13495 through 13498, and as amended by Affidavit recorded July 7, 2009, as Instrument No. 109079729, Records of Ada County, Idaho.

Parcel B:

A PARCEL OF LAND BEING A PORTION OF LOT 27 OF BLOCK 1 OF BIENVILLE SQUARE SUBDIVISION AS FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE, IDAHO IN BOOK 102 OF PLATS AT PAGE 13495 THROUGH 13498, ALSO SHOWN ON RECORD OF SURVEY NO. 9112, FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE, IDAHO, UNDER INSTRUMENT NO. 111103933, LYING IN THE NE ¼ OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN MARKING THE NORTHEAST CORNER OF SAID LOT 28; THENCE ALONG THE EAST BOUNDARIES OF SAID LOTS 28 AND 27, WHICH IS ALSO THE WEST RIGHT OF WAY LINE OF NORTH EAGLE ROAD, SOUTH 01°14'39" WEST 165.01 FEET TO AN IRON PIN MARKING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°14'39" WEST 36.72 FEET TO AN IRON PIN MARKING AN ANGLE POINT IN SAID EAST BOUNDARY OF LOT 27; THENCE ALONG SAID EAST BOUNDARY SOUTH 00°00'00" EAST 272.68 FEET TO AN IRON PIN MARKING THE SOUTHEAST CORNER OF SAID LOT 27; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 27, SOUTH 90°00'00" WEST 52.78 FEET TO AN IRON PIN; THENCE CONTINUING NORTH 42°20'36" WEST 111.69 FEET TO AN IRON PIN; THENCE CONTINUING NORTH 71°26'39" WEST 68.49 FEET TO AN IRON PIN MARKING THE SOUTHWEST CORNER OF SAID LOT 27; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 27, NORTH 00°26'43" EAST 207.53 FEET TO AN IRON PIN; THENCE LEAVING SAID WEST BOUNDARY ALONG A LINE 165.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY OF LOT 28 OF SAID BLOCK 1 OF BIENVILLE SQUARE SUBDIVISION, SOUTH 89°15'40" EAST 192.13 FEET TO THE POINT OF BEGINNING.

Parcel C:

A PARCEL OF LAND BEING A PORTION OF LOT 26 OF BLOCK 1 OF BIENVILLE SQUARE SUBDIVISION AS FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE, IDAHO IN BOOK 102 OF PLATS AT PAGE 13495 THROUGH 13498, ALSO SHOWN ON RECORD OF SURVEY NO. 9112, FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE, IDAHO, UNDER INSTRUMENT NO. 111103933, LYING IN THE NE ¼ OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN MARKING THE NORTHEAST CORNER OF SAID LOT 28; THENCE ALONG THE NORTH BOUNDARY AND EXTENDED NORTH BOUNDARY OF SAID LOT 28 NORTH 89°15.40. WEST 178.77 FEET TO AN IRON PIN MARKING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°15.40. WEST 86.69 FEET TO AN IRON PIN; THENCE AT RIGHT ANGLES SOUTH 00°44.20. WEST 165.00 FEET TO AN IRON PIN; THENCE AT RIGHT ANGLES ALONG A LINE 165.00 FEET SOUTH OF AND PARALLEL WITH THE SAID NORTH BOUNDARY OF LOT 28, SOUTH 89°15.40. EAST 71.87 FEET TO AN IRON PIN ON THE EAST BOUNDARY OF SAID LOT 26; THENCE ALONG SAID EAST BOUNDARY SOUTH 00°26.43. WEST 207.53 FEET TO AN IRON PIN MARKING THE SOUTHEAST CORNER OF SAID LOT 26; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 26, NORTH 71°26.39. WEST 186.12 FEET TO AN IRON PIN MARKING THE SOUTHWEST CORNER OF SAID LOT 26; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 26, NORTH 12°47.01. EAST 69.51 FEET TO AN IRON PIN MARKING A POINT OF CURVE; THENCE CONTINUING ALONG THE ARC OF A CURVE TO THE LEFT 20.08 FEET, SAID CURVE HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 17°42.00. AND A LONG CHORD BEARING NORTH 09°28.20. EAST 20.00 FEET TO AN IRON PIN MARKING A POINT OF TANGENT; THENCE CONTINUING NORTH 00°37.20. EAST 420.57 FEET TO AN IRON PIN MARKING THE NORTHWEST CORNER OF SAID LOT 26; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 26, SOUTH 89°22.51. EAST 173.71 FEET TO AN IRON PIN MARKING THE NORTHEAST CORNER OF SAID LOT 26; THENCE ALONG THE EAST BOUNDARY OF SAID LOT 26, SOUTH 00°34.36. WEST 193.10 FEET TO THE POINT OF BEGINNING.

Parcel D:

A PARCEL OF LAND BEING A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN; THENCE SOUTH 00°22'43" WEST, 2,649.31 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE NORTH 88°50'40"

EXHIBIT A Cont.
PROPERTY LEGAL DESCRIPTION

WEST, 70.01 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER TO A POINT ON THE WEST RIGHT-OF-WAY 69, THE REAL POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 88°50'40" WEST, 1,240.40 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID NORTHEAST QUARTER; THENCE NORTH 00°16'08" EAST, 1,321.16 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE SOUTH 88°59'54" EAST, 1,242.89 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER TO A POINT ON THE WEST RIGHT-OF-WAY OF STATE HIGHWAY 69; THENCE SOUTH 00°22'43" WEST, 851.28 FEET ALONG SAID RIGHT-OF-WAY TO A POINT; THENCE NORTH 89°37'17" WEST, 147.80 FEET TO A POINT; THENCE SOUTH 00°22'43" WEST, 200.00 FEET TO A POINT; THENCE SOUTH 89°37'17" EAST, 147.80 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF STATE HIGHWAY 69; THENCE SOUTH 00°22'43" WEST, 273.18 FEET ALONG SAID RIGHT-OF-WAY TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION.

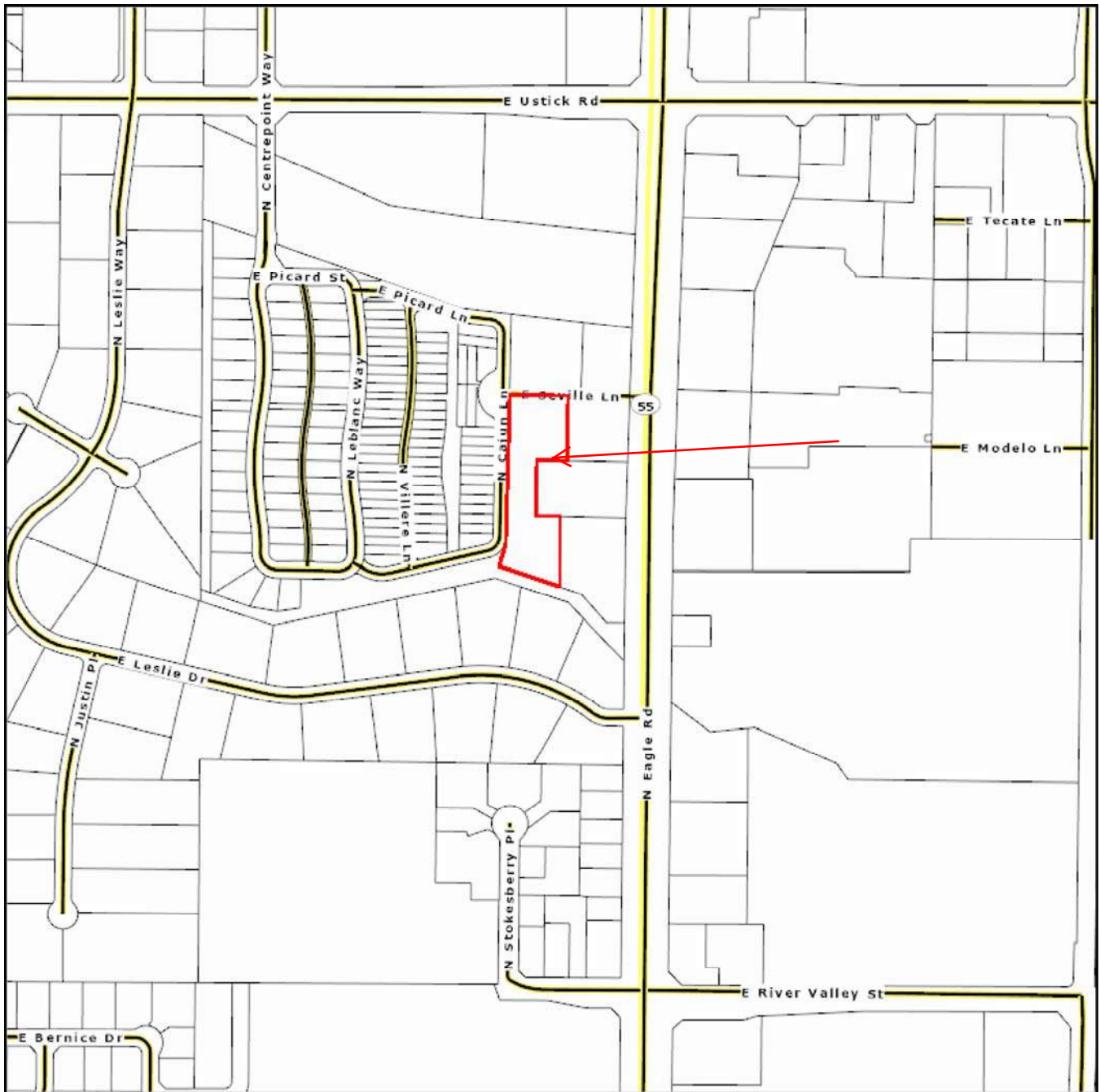
Parcel E:

A PARCEL OF LAND BEING A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN; THENCE SOUTH 00°22'43" WEST, 2,649.31 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 24; THENCE NORTH 88°50'40" WEST, 70.01 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF STATE HIGHWAY 69; THENCE NORTH 00°22'43" EAST, 273.18 FEET ALONG THE WEST RIGHT-OF-WAY OF HIGHWAY 69 TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89°37'17" WEST, 147.80 FEET TO A POINT, THENCE NORTH 00°22'43" EAST, 200.00 FEET TO A POINT; THENCE SOUTH 89°37'17" EAST, 147.80 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF STATE HIGHWAY 69; THENCE SOUTH 00°22'43" WEST, 200.00 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION.

Parcel F:

The East Half of the Southwest Quarter of the Northwest Quarter of Section 26, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho.
LESS AND EXCEPTING, that portion of land commencing at the West Quarter corner of said Section 26; thence along the East-West center Section line North 89°51.05. East, a distance of 659.45 feet to the REAL POINT OF BEGINNING; thence North 00°52.38. West 667.94 feet to a point; thence North 89°52.26. East a distance of 330.04 feet to a 5/8 inch iron pin; thence South 00°51.01. East, a distance of 667.80 feet to a point on the East-West center section line of said Section 26; thence running along said East-West center section line South 89°51.05. West a distance of 329.72 feet to the REAL POINT OF BEGINNING.



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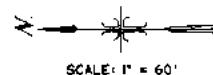
Pam Doods
Customer Service
Phone (208) 475-1132
pdoods@TitleOneCorp.com
www.TitleOneCorp.com

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geoAdvantage

- LEGEND**
- BOUNDARY LINE
 - - - EASEMENT LINE
 - ORIGINAL PARCEL LINE
 - ADJUSTED PROPERTY LINE
 - FOUND 5/8" IRON PIN - PLS #4998
 - SET 1/2" X 24" IRON PIN W/CAP
 - FOUND 1/2" IRON PIN - PLS #4996
 - CALCULATED POINT, NOT SET

LINE	BEARING	LENGTH
L-1	N 90°00'00" W	52.78'
L-2	N 42°20'36" W	10.69'
L-3	N 12°47'01" E	69.51'



CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C-1	65.00'	17°42'00"	20.08'	N 09°28'20" E	20.00'

PROPERTY BOUNDARY ADJUSTMENT
 RECORD OF SURVEY
 FOR
 IDAHO MUTUAL TRUST

LOTS 26, 27 AND 28, BLOCK 1, BIENVILLE SQUARE SUBDIVISION,
 LYING IN THE NE 1/4, SECTION 5, T.3N., R.1E., B.M.,
 MERIDIAN, ADA COUNTY, IDAHO

BASIS OF BEARING
 BIENVILLE SQUARE SUBDIVISION
 BOOK 102, PAGES 13495-13498

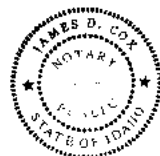
CERTIFICATE OF OWNERS

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN ON THIS RECORD OF SURVEY AND THAT THIS PROPERTY BOUNDARY ADJUSTMENT IS ACCEPTABLE.

IDAHO MUTUAL TRUST, LLC, AN IDAHO LIMITED LIABILITY COMPANY
 BY: IAT, LLC, MANAGING MEMBER
 BY: THOMAS BLUCK, MEMBER

ACKNOWLEDGMENT

STATE OF IDAHO) SS
 COUNTY OF ADA)
 ON THIS 9th DAY OF August, 2011, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED THOMAS BLUCK, KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.



James D. Cox
 NOTARY PUBLIC FOR IDAHO
 RESIDING AT BOISE, IDAHO
 MY COMMISSION EXPIRES: 8-29-13

CERTIFICATE OF SURVEYOR

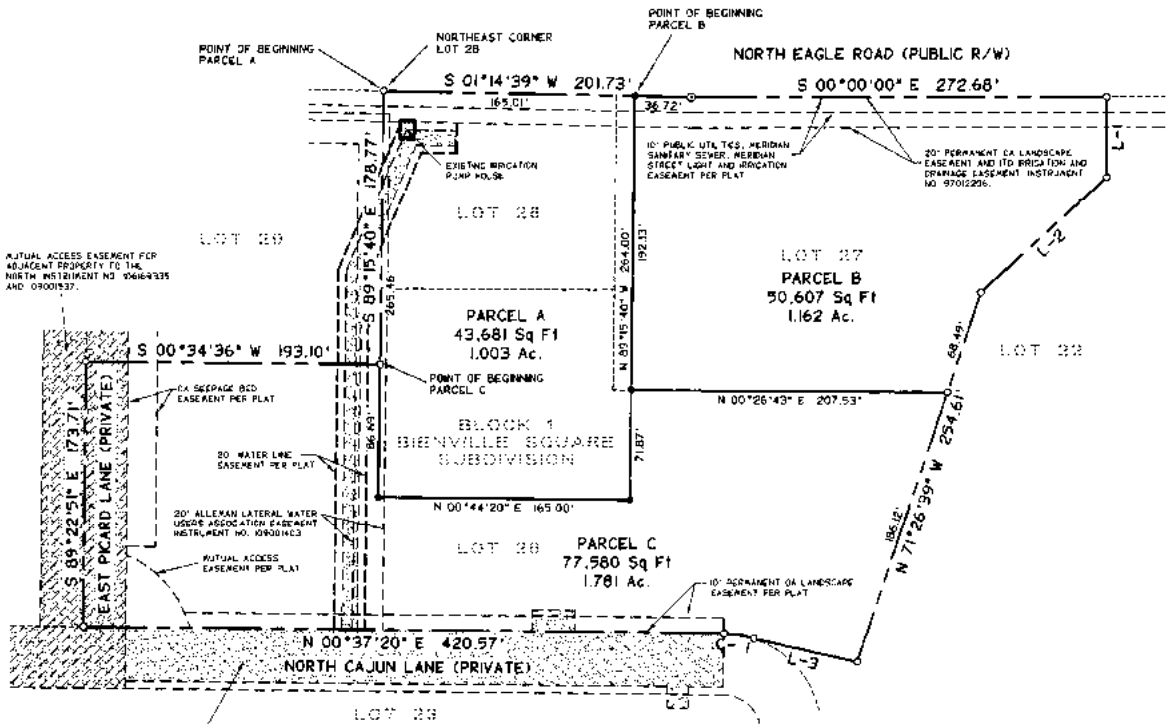
I, PATRICK A. TEALEY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PROPERTY BOUNDARY ADJUSTMENT, AS DESCRIBED IN THE CERTIFICATE OF OWNERS AND ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS AND THE CORNER PERPETUATION AND FILING ACT, IDAHO CODE.



Patrick A. Tealey
 PATRICK A. TEALEY, P.L.S. NO. 4347

ADA COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO) SS
 COUNTY OF ADA)
 I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF Idaho Mutual AT 11 MINUTES PAST 12 O'CLOCK P.M., THIS 23rd DAY OF September, 2011, IN MY OFFICE AND WAS DULY RECORDED UNDER INSTRUMENT NO. 11103533.
Christophen D. Reeb
 EX-OFFICIO RECORDER



This map is furnished as an accommodation strictly for the purposes of generally locating the land. It does not represent a survey of the land or imply any representations as to the size, area, or any other facts related to the land shown hereon.

ATTENTION

- THE RECORDING OF THIS RECORD OF SURVEY DOES NOT ENABLE THE OWNERS OF THE PARCELS TO CONVEY OWNERSHIP BASED SOLELY ON THIS MAP. A WRITTEN CONVEYANCE MUST ACCOMPANY SUCH CHANGE IN OWNERSHIP. THIS RECORD OF SURVEY DOES NOT SERVE AS A LEGAL DESCRIPTION FOR THE PROPERTY SHOWN ON THIS MAP.
- TEALEY'S LAND SURVEYING ASSUMES NO LIABILITY FOR THE PRESENT OR FUTURE COMPLIANCE OR NONCOMPLIANCE WITH THE CITY OF MERIDIAN PLANNING AND ZONING ORDINANCE RESTRICTIONS AS IT PERTAINS TO BUILDING PERMITS AND THE ISSUANCE THEREOF.

NOTES

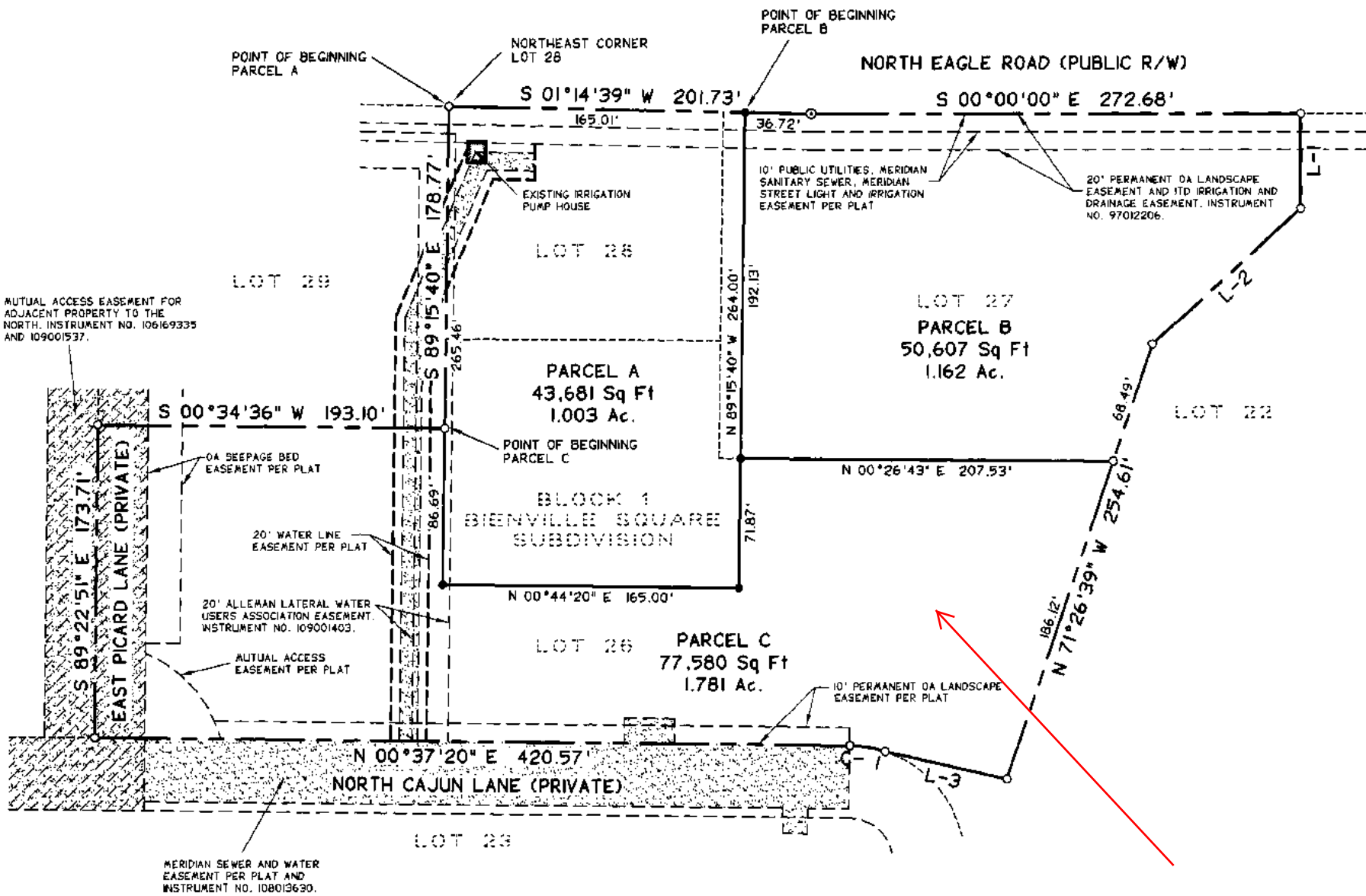
- ZONING FOR PROPERTY DEVELOPMENT STANDARDS IS C-G.
- THESE PARCELS MAY NOT BE DIVIDED UNLESS PLATTED AND APPROVED BY THE CITY OF MERIDIAN. THE ORIGINAL PARCELS ARE NO LONGER A BULDBABLE PARCEL PURSUANT TO THIS RECORD OF SURVEY.
- ALL BUILDINGS ARE ACCURATELY DEPICTED



TEALEY'S LAND SURVEYING

187 EAST 50th STREET • GARDEN CITY, ID. 83714
 208-389-0636

DATE: JULY, 2011 DRAWING NO.: 9540



WE, THE UNDERSIGNED, HAVE MADE THIS PROPERTY

IDAHO MUTUAL BY: IMT, LLC.

BY: THOMAS BL...

STATE OF IDAHO COUNTY OF ADA...

ON THIS STATE, PERSON EXECUTED THE ACKNOWLEDGED

IN WITNESS WHEREOF

I, PATRICK A. TH... PROPERTY BOUND... MADE ON THE G... THE STATE OF

STATE OF IDAHO COUNTY OF ADA...

I HEREBY CERTIFY
 12 O'CLOCK
 11/10/2023
 DEPUTY

ATTENTION

1. THE RECORDING OF THIS RECORD OF SURVEY DOES NOT ENABLE THE OWNERS OF THE PARCELS TO CONVEY OWNERSHIP BASED SOLELY ON THIS MAP. A WRITTEN CONVEYANCE MUST ACCOMPANY SUCH CHANGE IN OWNERSHIP. THIS RECORD OF SURVEY DOES NOT SERVE AS A LEGAL DESCRIPTION FOR THE PROPERTY SHOWN ON THIS MAP.

NOTES

1. ZONING FOR PROPERTY DEVELOPMENT STANDARDS IS C-G.
 2. THESE PARCELS MAY NOT BE DIVIDED UNLESS PLATTED AND APPROVED BY THE CITY OF MERIDIAN. THE ORIGINAL PARCELS ARE NO LONGER A BUILDABLE PARCEL PURSUANT TO THIS RECORD OF SURVEY.

N.

LINE TABLE		
LINE	BEARING	LENGTH
L-1	N 90°00'00" W	52.78'
L-2	N 42°20'36" W	111.69'
L-3	N 12°47'01" E	69.51'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C-1	65.00'	17°42'00"	20.08'	N 09°28'20" E	20.00'



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BOOK 142 Pg 13495

FINAL PLAT SHOWING BIENVILLE SQUARE SUBDIVISION

A PORTION OF THE NE 1/4 OF SECTION 5, T.3N., R.1E., B.M., MERIDIAN, ADA COUNTY, IDAHO

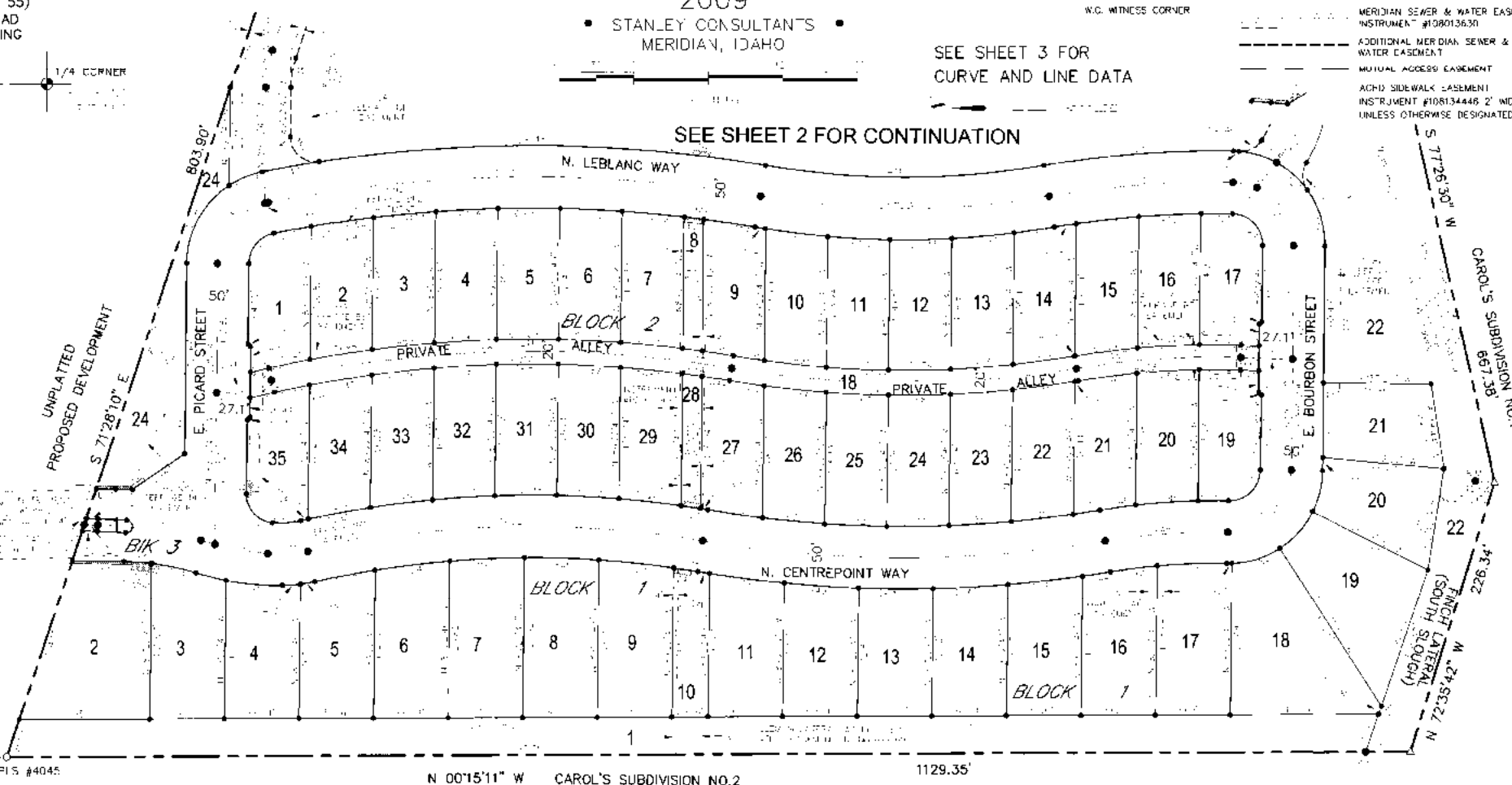
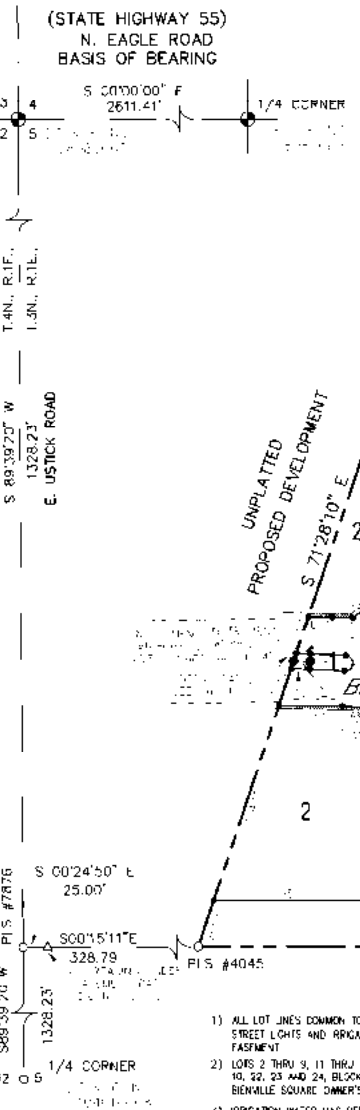
2009

STANLEY CONSULTANTS
MERIDIAN, IDAHO

SEE SHEET 3 FOR
CURVE AND LINE DATA

SEE SHEET 2 FOR CONTINUATION

LEGEND:	
● FOUND BRASS CAP	— SECTION LINE
○ FOUND 5/8" REBAR PLS # AS SHOWN	— BOUNDARY LINE
● SFT 5/8" REBAR WITH PLASTIC CAP PLS 4988	— HIGHWAY-WAY
● SET 1/2" REBAR WITH PLASTIC CAP PLS 4988	— LOT LINE
△ CALCULATED POINT	— CENTER LINE
DA OWNERS ASSOCIATION	— PRIVATE ROADWAY EASEMENT
R.M. REFERENCE MARKER	— EASEMENT LINE USE AS DESIGNATED
W.C. WITNESS CORNER	— MUTUAL ACCESS EASEMENT INSTRUMENT #108165335
	— MERIDIAN SEWER & WATER EASEMENT INSTRUMENT #108013630
	— ADDITIONAL MERIDIAN SEWER & WATER EASEMENT
	— MUTUAL ACCESS EASEMENT
	— ACID SIDEWALK EASEMENT INSTRUMENT #108134448 2' WIDE UNLESS OTHERWISE DESIGNATED



- NOTES:**
- ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY, PRIVATE ROADS, OR ALLEYS SHALL HAVE A 10' PUBLIC UTILITY, MERIDIAN SANITARY SEWER, MERIDIAN STREET LIGHTS AND IRRIGATION EASEMENT, ALL SIDE YARD AND REAR LOT LINES OF RESIDENTIAL LOTS HAVE A 5' PROPERTY DRAINAGE AND IRRIGATION EASEMENT.
 - LOTS 2 THRU 9, 11 THRU 21, BLOCK 1 AND LOTS 1 THRU 7, 9 THRU 17, 19 THRU 27, 29 THRU 32, BLOCK 2, ARE SINGLE FAMILY RESIDENTIAL LOTS. LOTS 1, 10, 22, 23 AND 24, BLOCK 1; LOTS 8, 18 & 28, BLOCK 2; LOT 1, BLOCK 3, ARE COMMON OPEN SPACE LOTS AND SHALL BE OWNED AND MAINTAINED BY THE BIENVILLE SQUARE OWNER'S ASSOCIATION. LOTS 25 THRU 30, BLOCK 1, ARE COMMERCIAL LOTS. LOT 23, BLOCK 1, IS A PRIVATE LOT FOR FUTURE DEVELOPMENT.
 - IRRIGATION WATER HAS BEEN PROVIDED FROM THE NAMPA-MERIDIAN IRRIGATION DISTRICT, IN COMPLIANCE WITH IDAHO CODE 31-3805C. LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE NAMPA-MERIDIAN IRRIGATION DISTRICT. SEE LICENSE AGREEMENT INSTRUMENT #07155938.
 - PRESSURIZED IRRIGATION SHALL BE PROVIDED TO ALL LOTS BY A PRESSURE SYSTEM WITH WATER SUPPLIED BY THE NAMPA-MERIDIAN IRRIGATION DISTRICT.
 - MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER, UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY.
 - A PORTION OF LOTS 24, 25 AND 24, BLOCK 1; LOTS 2, 3, 18 AND 35, BLOCK 2, ARE SERVANT TO AND CONTAIN THE ACID STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON JUNE 11, 2004 AS INSTRUMENT NO. 104088411, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACID PURSUANT TO SECTION 45-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
 - SUBDIVISION BOUNDARY REFERENCES RECORD OF SURVEY NO. 64-8.
 - ACCESS AND USE OF ALL PARKING SPACES AND DRIVE AISLES WILL BE PROVIDED IN ACCORDANCE WITH A CROSS ACCESS AGREEMENT TO ALL COMMERCIAL LOTS MAINTENANCE FOR SAID PARKING SPACES AND DRIVE AISLES SHALL BE PROVIDED FOR IN THE COVENANTS, CONDITIONS AND RESTRICTIONS INSTRUMENT #09001537 PROVIDED FOR THIS SUBDIVISION. ALL PARKING AREAS WILL HAVE A BLANKET EASEMENT FOR PUBLIC UTILITY, IRRIGATION AND PROPERTY DRAINAGE.

- ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
- BUILDING SETBACK DIMENSIONS IN THIS SUBDIVISION SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS OF THE CITY OF MERIDIAN IN EFFECT AT THE ISSUANCE OF A BUILDING PERMIT.
- BOTTOM ELEVATION OF STRUCTURAL FOOTING SHALL BE SET A MINIMUM OF 12 INCHES ABOVE THE HIGHEST ESTABLISHED NORMAL GROUND WATER ELEVATION.
- EXCEPT FOR THE SHOWN ACCESS APPROVED BY ACID, INC. AND THE CITY OF MERIDIAN, DIRECT LOT ACCESS TO EAGLE ROAD IS PROHIBITED SEE ITS PERMIT #3-09-098.
- THIS PLAT IS SUBJECT TO DEVELOPMENT AGREEMENTS RECORDED AS INSTRUMENT NUMBERS 104107406 AND 107044347 OF ADA COUNTY RECORDS.
- LOTS 1 THRU 35, BLOCK 2, AND ALLEY LUNA LOTS, AND LOT 23, BLOCK 1, SHALL BE GRADED TO PREVENT ANY DRAINAGE FROM ENTERING ANY ACID RIGHTS OF WAY. ALL DRAINAGE FROM THESE LOTS WILL BE MAINTAINED ENTIRELY ON SITE.
- LOT 18, BLOCK 2 IS A COMMON LOT FOR PRIVATE ROADS (ALLEY) AND IS COVERED BY A BLANKET EASEMENT FOR PUBLIC UTILITIES, MERIDIAN SEWER AND WATER, PRESSURE IRRIGATION AND EMERGENCY VEHICLE ACCESS. ALL LOT OWNERS IN THE SUBDIVISION HAVE THE PERPETUAL RIGHT OF INGRESS-EGRESS OVER THE SAID PRIVATE ROADS, AND THIS RIGHT OF INGRESS-EGRESS SHALL RUN WITH THE LAND.
- E. BOURBON LANE, N. CAJON LANE AND E. PICARD LANE ARE PRIVATE ROADS AND ARE COVERED BY A BLANKET EASEMENT FOR PUBLIC UTILITIES, MERIDIAN SEWER AND WATER, PRESSURE IRRIGATION AND EMERGENCY VEHICLE ACCESS. ALL LOT OWNERS IN THE SUBDIVISION HAVE THE PERPETUAL RIGHT OF INGRESS-EGRESS OVER THE SAID PRIVATE ROADS, AND THIS RIGHT OF INGRESS-EGRESS SHALL RUN WITH THE LAND.
- A PERPETUAL PEDESTRIAN AND VEHICULAR CROSS ACCESS AND PARKING EASEMENT IS HEREBY DEDICATED TO ALL COMMERCIAL LOTS WITHIN THIS SUBDIVISION (LOTS 25 THRU 30, BLOCK 1).
- ANY PERMANENT LANDSCAPE EASEMENT, PRIVATE ROADS AND PRIVATE OWNER ASSOCIATION SEPARATE BEDS/DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE BIENVILLE SQUARE OWNERS ASSOCIATION.



DEVELOPER:
MASON CREEK LLC
MERIDIAN, IDAHO 83642

SURVEYOR:
STANLEY CONSULTANTS
MERIDIAN, ID., 83642

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B-122 P-13496

FINAL PLAT SHOWING

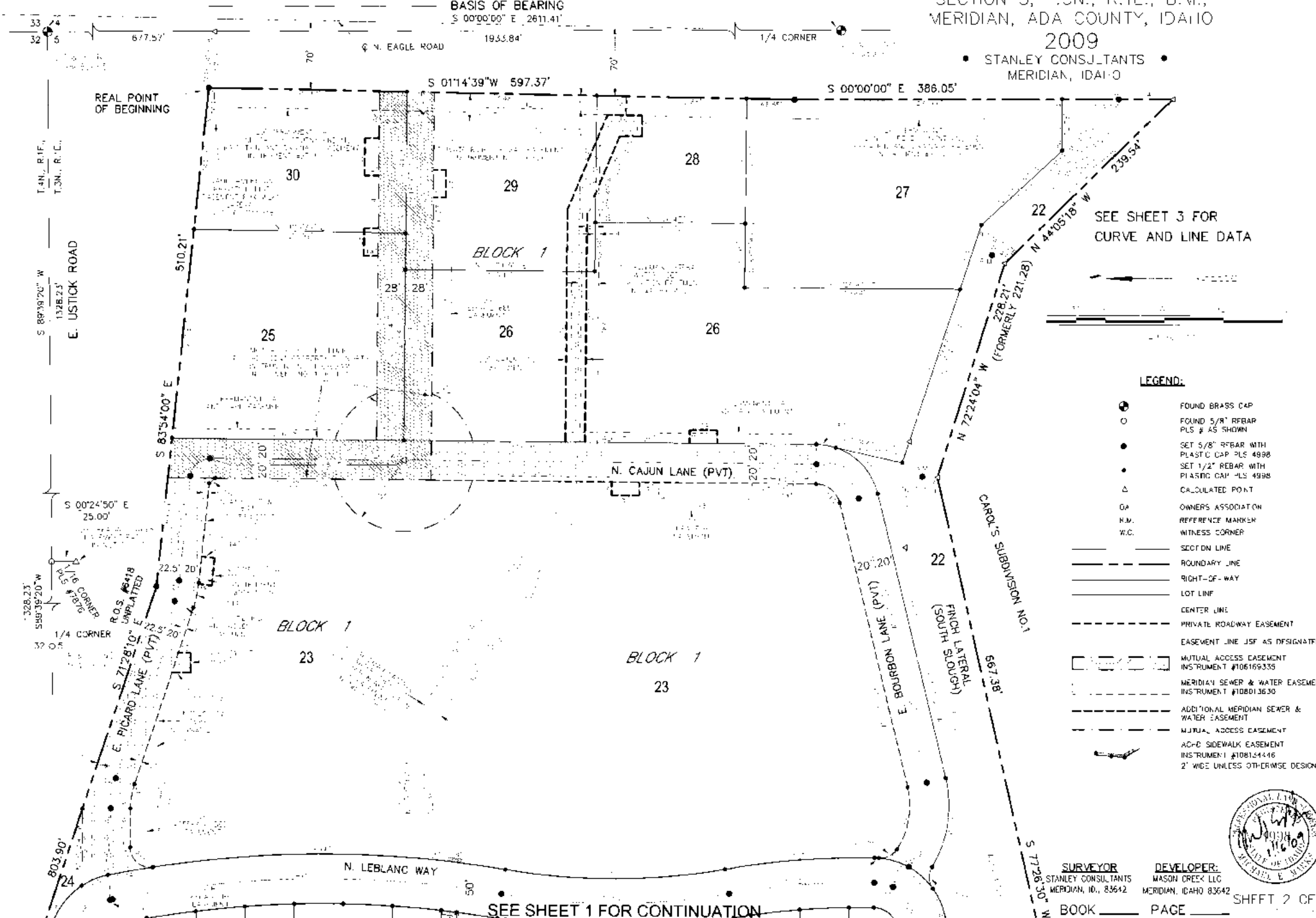
BIENVILLE SQUARE SUBDIVISION

A PORTION OF THE NE 1/4 OF SECTION 5, T.3N., R.1E., B.M., MERIDIAN, ADA COUNTY, IDAHO

2009

STANLEY CONSULTANTS
MERIDIAN, IDAHO

(STATE HIGHWAY 55)
N. EAGLE ROAD
BASIS OF BEARING
S 00°00'00" E 2611.41'



SEE SHEET 3 FOR
CURVE AND LINE DATA

LEGEND:

- ⊕ FOUND BRASS CAP
- FOUND 5/8" REBAR PLS # AS SHOWN
- SET 5/8" REBAR WITH PLASTIC CAP PLS 4998
- SET 1/2" REBAR WITH PLASTIC CAP PLS 4998
- △ CALCULATED POINT
- OA OWNERS ASSOCIATION
- R.M. REFERENCE MARKER
- W.C. WITNESS CORNER
- SECTION LINE
- - - BOUNDARY LINE
- RIGHT-OF-WAY
- LOT LINE
- - - CENTER LINE
- - - PRIVATE ROADWAY EASEMENT
- - - EASEMENT LINE JSP AS DESIGNATED
- ▭ MUTUAL ACCESS EASEMENT INSTRUMENT #106169335
- - - MERIDIAN SEWER & WATER EASEMENT INSTRUMENT #108013630
- - - ADDITIONAL MERIDIAN SEWER & WATER EASEMENT
- - - MUTUAL ACCESS EASEMENT
- - - AC-D SIDEWALK EASEMENT INSTRUMENT #108124416 2' WIDE UNLESS OTHERWISE DESIGNATED

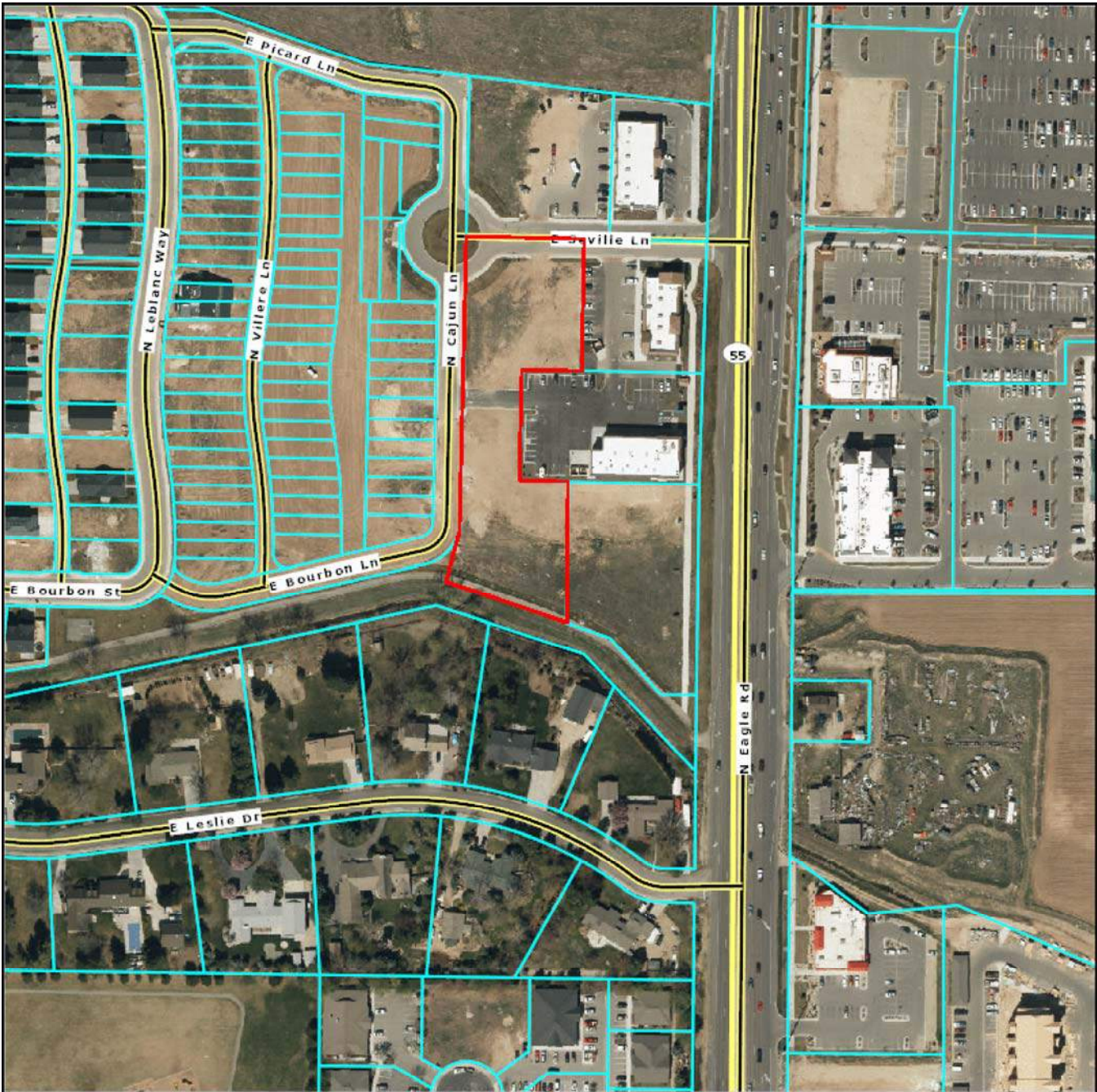


SURVEYOR: STANLEY CONSULTANTS
MERIDIAN, ID., 83642

DEVELOPER: MASON CREEK LLC
MERIDIAN, IDAHO 83642

BOOK _____ PAGE _____ SHEET 2 OF 4

SEE SHEET 1 FOR CONTINUATION



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geoAdvantage