

June 10, 2025

Garden City Planning Department
6015 Glenwood
Garden City, ID 83714

Re: **Hearings:**

- Planning and Zoning Commission; Wednesday, June 18, 2025, at 6:30 PM
- City Council; Monday, July 14, 2025, at 6:00 PM

Application: SUBFY2025-0002: River Club Townhomes—Stateside Subdivision—combined preliminary and final plat—Jeremy Wright with Brighton Development, Inc. is requesting a 134 residential lot subdivision with 6 common lots.

Attached are copies of the following documents that are critical for your review:

- **Plantation Amended Complaint—Intervenors**
- **Lis Pendens recorded against River Club golf course lands**
- **River Club Answer to Amended Complaint—Motion to Dismiss**
- **Judge Medema's Denial of Motion to Dismiss**
- **River Club Put and Option Agreement**

Garden City Attorney, Charles Wadams is in receipt of these documents.

To whom it may concern:

I am opposed to any approval of the SUBFY2025-0002 subdivision—River Club Townhomes and recommend that Planning and Zoning and City Council reject the Combined Preliminary and Final plats—DO NOT APPROVE for many reasons:

- **This application does not comply with terms of the Plantation Master Declaration.**
- **Soils excavation and Fill Materials:** Refer to Put and Option Agreement, Exhibit G, DEF000505

Soils Excavation. In connection with the development of the LBCO Parcel, RCB acknowledges and agrees that LBCO may be required to excavate and remove soil, dirt and other materials from the LBCO Parcel ("**Excavation Materials**") in order to prepare the LBCO Parcel for the development of the LBCO Parcel (the "**Excavation**").

RCB agrees that the Excavation may necessitate the transport of the Excavation Materials to offsite facilities and that the relocation onto the RCB Parcel may reduce the construction costs of the development of the LBCO Parcel. In order to reduce such construction costs, RCB agrees that any required Excavation Materials may be relocated and transported onto the RCB Parcel and deposited in a location determined by RCB. All Excavation and transportation of the Excavation Materials will be conducted by LBCO

Fill Materials. In connection with the development of the LBCO Parcel, RCB acknowledges and agrees that LBCO may be required to bring fill material onto the LBCO Parcel ("**Fill Material**") in order to prepare the LBCO Parcel for the development of the LBCO Parcel. RCB may select the location on the locations from the RCB Parcel where LBCO may extract the Fill Material. All extraction and transportation of the Fill Material will be conducted by LBCO.

- 134, 3-story townhomes immediately adjacent to a well-established neighborhood of single-family homes will diminish the quality of life and the value of property in the Plantation neighborhood.
- With the proposed elevation, the townhomes will likely tower 40-feet above homes on Fair Oaks and Charleston.
- 134 townhomes will increase the population of people, pets, and cars in the neighborhood and on State Street.
- Where will children play and people walk their dogs? There is very little common area in the proposed project.
- There is a path proposed along the golf course. Is that where the children will play? That doesn't seem at all safe. Is that where the dogs will be walked? Who puts a walking path along a golf course?
- A walking path along the golf course also invites people to run or ride bikes across the golf course to access the greenbelt. **There is no public access to the greenbelt through the Plantation neighborhood.**
- 134 townhomes will increase the amount of noise and light pollution to what is now a very peaceful neighborhood.
- The proposed construction site—currently River Club golf hole number 11--borders an irrigation ditch and the golf hole floods every spring. What are the plans for mitigating flooding in the Plantation neighborhood?

In addition to the above, in looking at what I believe is the most recent amendment of the Garden City Comprehensive Plan, the current golf course lands are designated as "open space", not high-density residential. **How and when was the golf course property zoned R-2?** Many residents in the Plantation neighborhood have searched Garden City and Ada County records and can find nothing that indicates this property was ever zoned R-2, let alone the process by which this zoning was changed. A Public Information Request was

even sent to Garden City, and no one there has any record of the golf course zoning being changed from open space to R-2.

Emergency access from the proposed project through the Fair Oaks cul-de-sac also may not work. That is not a large area for a fire truck or ambulance to navigate.

If the project is approved, where will construction access to the project be? Where will excavation materials be transported out of the site? How about construction materials? Where will construction workers park? **The emergency access gate would need to be installed immediately to keep any and all construction materials from being transported through Fair Oaks and workers from accessing the site through Fair Oaks.**

Finally, it is okay, in fact preferable, to save what little open space there is in Garden City and Ada County. Many large cities have parks and open spaces. Why not Garden City? The River Club Golf Course is the second oldest golf course in Idaho. It has a beautiful history and is an amazing open space in the middle of what is becoming a high-density city. We are proud of our neighborhood and our golf course. It is home to recreational activities, beautiful views, and abundant wildlife. **Please help us preserve this beautiful area.** It is hard to undo a mistake. This project is a big mistake!

Respectfully submitted,



Debra Riedel
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Boise, ID 83703
debra.riedel@raymondjames.com

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Attorneys for Plaintiff - Intervenors

IN THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

PLANTATION MASTER ASSOCIATION,)
INC. An Idaho Nonprofit Corporation,)

Plaintiff,)

and)

DR. JOHN AND LYNN LIVINGSTON,)
DEBRA K. RIEDEL, ERIC AND)
ANDREA FOGLEMAN, DAVID AND)
JEANNE PATTERSON, JON AND)
CHERIE BOLT, CHRISTINE SIMON,)
LOUIS AND MARILYN STODDARD,)
DAVID AND MARYAM)
STACHOFSKY,)

Plaintiff-Intervenors,)

v.)

Case No. CV01-24-18820

AMENDED COMPLAINT IN
INTERVENTION FOR DECLARATORY
RELIEF

LB RIVER CLUB OWNER, LLC, a
Delaware Limited Liability Company; and
DOES 1-V, unknown devisees whose true
names are unknown and who may claim an
interest in the real property legally
described in Exhibit 2 to the Complaint in
this action,
Defendants.

COME NOW the above-named Plaintiff-Intervenors, pursuant to Idaho Rule of Civil Procedure 24, and for their Complaint in Intervention, hereby state, allege and aver as follows:

1. Plantation Master Association, Inc. is an Idaho Nonprofit Corporation (the “Master Association”), authorized under Article III of the Master Declaration of Covenants, Conditions and Restrictions of the Plantation, dated February 21, 1978, and recorded as Instrument No. 7809725 in the Real Property Records of Ada County (the “Covenants”) to enforce the Covenants.

2. The real property legally described in Exhibit 1 is the “Plantation” defined in and governed by the Covenants. The Plantation is located in Ada County, Idaho.

3. Upon information and belief, LB River Club Owner LLC (“River Club Owner”) is the titled owner of that real property legally described in Exhibit 2 hereto (the “Golf Course”). River Club Owner acquired the Golf Course by Grant Deed on or about June 22, 2022.

4. The following persons presented and represent now themselves to the Court as Intervenors in the earlier-filed, original action who have a direct and immediate interest in the outcome of the litigation as home owners resident in the Plantation, as members of the Plantation Master Association and who will gain or lose real property rights, quality of life, environmental

impacts, community integrity, recreation proximity and opportunity and monetary value by the result of the declaratory judgment to be issued herein:

A. Dr. John and Lynn Livingston, husband and wife, residents at 6273 North Fair Oaks Place, who purchased their property, now valued at approximately \$700,000 in reliance upon the Covenants in 2011.

B. Debra Riedel, a married woman, resident at 6570 West Plantation Lane, who purchased her property now valued at \$800,000 in reliance upon the Covenants in 1992.

C. Eric and Andrea Fogleman, husband and wife, who reside at 6420 West Plantation Lane, and who purchased their property now worth \$750,000 in reliance upon the Covenants in 1986.

D. David and Jeanne Patterson, husband and wife, who reside at 6326 North Charleston Place, and purchased their property now worth \$779,000 in reliance upon the Covenants in 1993.

E. Jon and Cherie Bolt, husband and wife, who reside at 6501 West Plantation Lane, and purchased their property now worth approximately \$700,000 in reliance upon the Covenants in 1984.

F. Christine Simon, a single woman, who resides at 6380 West Plantation Lane, purchased her property now worth \$650,000 in reliance upon the Covenants in 1981.

G. Louis and Marilyn Stoddard, husband and wife, who reside at 6303 North Fair Oaks Place, and purchased their property now worth \$825,000 in reliance upon the Covenants in 2019.

H. David and Maryam Stachofsky husband and wife, who reside at 6370 West Plantation Lane, purchased their property now worth \$950,000, in reliance on the Covenants in 2019.

5. Does I-V are unknown devisees whose names are unknown, who may claim an interest in the Golf Course.

6. This is NOT a matter within the scope of the assignment to the Magistrate Division by I.C. 1-2209.

COUNT I - DECLARATORY JUDGMENT

7. The Golf Course is part of the Plantation and subject to the Covenants.

8. River Club Owner, although not a member of the Association, has legal relations with the Plantation and is subject to the Covenants.

9. The Covenants state, at Section 5.07: "No construction, alteration, modification, removal or destruction of any improvements of any nature whatsoever whether real or personal in nature shall be initiated or permitted to continue or exist on the Plantation without the express written approval of the AECC."

10. "Plantation" is a defined term in the Covenants. It refers to the property legally described in Exhibit 1 to the-originally-filed Complaint.

11. "AECC" refers to the 'Architectural and Environmental Control Committee' which is authorized by the Covenants to approve, disapprove, and correct the construction, alteration, modification, destruction or removal of any improvements on the Plantation.

12. The following improvements have been constructed on the Golf Course: (1) an adult swimming pool and pool shed, (2) a golf simulator, (3) a covered pickle ball court, (4) a screen on

the tee box at Hole 3, and (5) a bocce ball court and patio. (Collectively, the “Improvements.”)

13. None of the Improvements were submitted to the AECC for approval.

14. The AECC served written notice of violation on River Club Owner for the unapproved Improvements. The notice complied with the requirements of Section 5.13 and 5.20 of the Covenants.

15. In response, River Club Owner denied that the Golf Course is subject to the Covenants and refuses to seek AECC approval of any improvements.

16. The Master Association is a person interested in the Covenants, as defined by Idaho Code 10-1202.

17. The Master Association filed its Complaint for Declaratory Relief herein on November 5, 2024.

18. Upon information and belief, to date, the Master Association never did serve a Summons with the Complaint upon any of the Defendants to initiate this action.

19. On or about December 11, 2024, the Board of Directors of the Master Association (hereinafter “the Board”) met in an official meeting, discussed the pendency of this litigation, but took no action with regard to prosecuting it to judgment.

20. On January 15, 2025, at 4:08 p.m. this Court issued and filed its Order directing these Intervenor to file the Complaint in Intervention and stating “This cause may proceed forward on the basis framed by the Complaint . . .”

21. Subsequently, the Board later met on January 15, 2025 and was advised of the existence of this Complaint in Intervention and the Intervenor’s intent to prosecute this action and, upon information and belief, also this Court’s Order of earlier the same date authorizing these Intervenor

to file and proceed upon the case.

22. After due deliberation, at said meeting, the Board took the following actions:

A. Withdrew the notice of violation previously issued.

B. Authorized the dismissal of its original Complaint for Declaratory Relief.

23. Subsequently, on January 15, 2025, at 8:56 p.m., the Board through its counsel filed a Notice of Dismissal of its original Complaint, leaving only the Complaint in Intervention before the Court.

24. The Plaintiff-Intervenors remain directly and significantly impacted by the interpretation, application and enforcement of the Covenants, and are therefore each and all, individually and collectively, persons interested in the Covenants as defined by Idaho Code Section 10-1202.

25. To date, the Master Association now indicates an unwillingness to prosecute this action for a declaratory judgment.

26. The Plaintiff-Intervenors have individual and specific property and financial interests not fully protected by the Master Association which now more particularly arise during the course of this litigation, and should be prosecuted to judgment.

27. Further, other proposed development is pending on and in other areas of the Golf Course for which no AECC approval has been sought which will also greatly affect the rights and interests of the Plaintiff Intervenors .

28. The Covenants are writings constituting a contract appropriate for a declaration of rights under Idaho Code Section 10-1202. As such, the Covenants may also be construed pursuant to Idaho Code Section 10-1203.

29. A real and substantial controversy exists and there is a present need for adjudication.

30. The Plaintiff-Intervenors, individually and collectively, are entitled to a declaration by this Court that the Golf Course is subject to the Covenants; in particular, Section 5.07 requiring architectural approval of all improvements, and section 5.20 governing enforcement of 5.07.

REQUEST FOR RELIEF

1. The Master Association does not seek, but should be advised in its fiduciary capacity, by a declaration of the Court whether the Golf Course is subject to sections 5.07 and 5.20 of the Covenants;

2. The Plaintiff- Intervenors ask for a declaration of the Court that the Golf Course is subject to sections 5.07 and 5.20 of the Covenants;

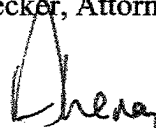
3. The Plaintiff-Intervenors seek an award of reasonable attorney fees and costs pursuant to IRCP 54, Idaho Code Sections 12-120 and 12-121 and any other applicable provision of law; and

4. The Plaintiff-Intervenors request any other relief which the Court deems just and proper under the circumstances.

DATED This 12th day of February, 2025.



Kahle Becker, Attorney for the Plaintiff-Interventors



David H. Leroy, Attorney for the
Plaintiff- Intervenors

CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of February, 2025 I caused a true and correct copy of the within instrument to be delivered by email and hand deliver to:

Wyatt B. Johnson
Johnson May
199 N. Capitol Blvd., Suite 200
Boise, Idaho 83702
wbj@johnsonmaylaw.com

Brindee Collins
Collins Law
6126 W. State Street
Boise, Idaho 83703
Brindee@collinslawidaho.com



Davalee Davis, Executive Assistant

THE PLANTATION

EXHIBIT C
366 304

Portions of the SE 1/4 of Section 24 and the NE 1/4 of Section 25, T. 4 N., R. 1 E., B. M. and portions of the SW 1/4 of Section 19 and the NW 1/4 of Section 30, and Government Lots 2 and 3 and portions of the NW 1/4 of the SE 1/4 and the SW 1/4 of the NE 1/4 of Section 30, T. 4 N., R. 2 E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of Section 30, T. 4 N., R. 2 E., B. M., thence

North 453.12 feet to the REAL POINT OF BEGINNING, thence

N. 57° 45' W. 356.04 feet, thence
 N. 50° 37' W. 404.59 feet, thence
 S. 42° 15' W. 213.58 feet, thence
 South 72.10 feet, thence
 N. 48° 58' W. 499.26 feet, thence
 S. 42° 19' W. 274.65 feet to a point on the East right of way line of Glenwood Street, thence following said right of way line
 S. 0° 21' 46" E. 1,322.72 feet, thence leaving said right of way line
 S. 38° 12' 24" E. 50.68 feet, thence
 S. 22° 28' 03" E. 111.83 feet, thence
 S. 47° 28' 02" E. 273.74 feet, thence
 S. 62° 02' 23" E. 182.94 feet, thence
 S. 67° 26' 55" E. 87.09 feet, thence
 S. 80° 56' 12" E. 352.66 feet, thence
 S. 79° 47' 01" E. 160.23 feet, thence
 S. 75° 44' E. 269.95 feet, thence
 S. 24° 15' E. 59.81 feet, thence
 S. 63° 28' E. 310.20 feet, thence
 S. 16° 57' E. 350.46 feet, thence
 S. 43° 00' E. 363.00 feet, thence
 S. 49° 00' E. 356.40 feet, thence
 S. 41° 00' E. 643.01 feet, thence
 N. 89° 57' 40" W. 4.82 feet, thence
 S. 17° 14' E. 252.08 feet, thence
 S. 28° 44' E. 620.00 feet, thence
 S. 53° 44' E. 140.00 feet, thence
 S. 43° 14' E. 200.00 feet, thence
 S. 35° 48' W. 123.00 feet, thence
 S. 11° 38' E. 174.00 feet, thence
 S. 32° 20' E. 345.00 feet, thence
 S. 66° 20' E. 194.00 feet, thence
 East 505.52 feet, thence
 N. 17° 36' E. 316.02 feet, thence
 N. 0° 06' 05" E. 22.00 feet, to a point on the East line of government lot 2, thence
 S. 89° 28' 40" E. 975.58 feet, thence
 N. 27° 54' E. 1,270.34 feet, to a point on the south right of way line of State Highway 44, thence following said right of way line
 N. 51° 24' 30" W. 365.48 feet, to a brass cap, thence

EXHIBIT C

366 305

N. 51° 24' 30" W. 25.61 feet, thence leaving said State Highway 44 right of way line
 S. 31° 22' 33" W. 310.01 feet, thence
 N. 64° 19' W. 200.00 feet, thence
 N. 41° 10' E. 352.59 feet, to a point on the south right of way line of State Highway 44, thence
 N. 51° 24' 30" W. 893.84 feet along said right of way, thence leaving said right of way
 South 955.20 feet, thence
 N. 79° 30' W. 432.96 feet, thence
 North 201.80 feet, thence
 N. 89° 57' 40" W. 599.08 feet, thence
 N. 0° 01' W. 328.20 feet, thence
 East 472.80 feet, thence
 N. 14° 03' W. 254.10 feet, thence
 N. 28° 27' W. 198.00 feet, thence
 N. 39° 25' W. 165.00 feet, thence
 N. 37° 16' W. 204.60 feet, thence
 N. 44° 35' W. 256.08 feet, thence
 N. 39° 03' E. 268.62 feet, to a point on the South right of way line of State Highway 44, thence
 N. 51° 24' 30" W. 122.55 feet, along said right of way to a brass cap, thence continuing along said right of way
 N. 51° 26' 10" W. 1,449.43 feet, to a brass cap and a point of curvature, thence

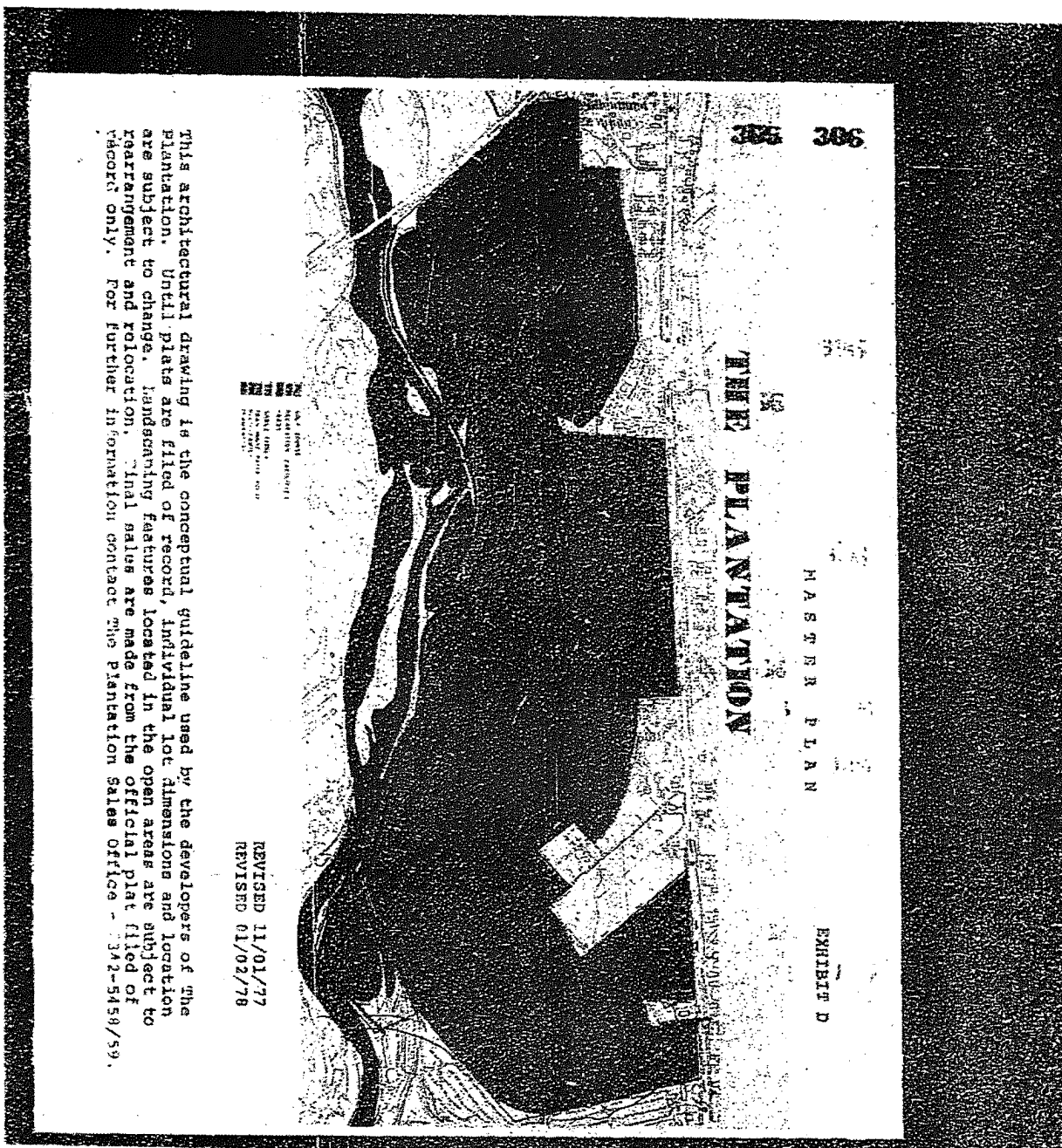
On a curve to the left, whose central angle is 00° 43' 19", whose radius is 17,229.00 feet, whose length is 217.09 feet, and whose long chord bears N. 51° 04' 32" W. 217.09 feet, thence leaving said Highway 44 right of way line

S. 45° 17' W. 452.33 feet along the Southerly boundary of Plantation Acres Subdivision, thence
 N. 49° 23' W. 169.40 feet, thence
 N. 21° 43' W. 351.16 feet, thence
 N. 15° 19' W. 222.07 feet, thence
 N. 57° 45' W. 397.09 feet, to the REAL POINT OF BEGINNING.

Contains 239.88 acres.

Ada County, Idaho, ss.
 Request of *Alan*
A. Conrath
 TIME 3:00 P. M.
 DATE 2-24-78
 CLARENCE A. PLANTING
 RECORDER
267 Michael
 Deputy

Least 108.00



File Number: 23475961

SCHEDULE C

Legal Description:

Parcel A:

A parcel of land located in Sections 19 and 30 of Township 4 North, Range 2 East, Boise Meridian, and Sections 24 and 24 of Township 4 North, Range 1 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the one quarter section corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the section corner common to Sections 19, 20, 29 and 30 of said Township 4 North, Range 2 East bears South 89°11'32" East, 2652.17 feet distant); thence from said one quarter section corner,
 South 87°19'38" West, a distance of 1889.62 feet (formerly described as South 87°19'41" West, 1889.58 feet) to the Southeasterly corner of Lot 16, Block 1 of Plantation Acres Subdivision, recorded in Book 14 of Plats at Page 941 of Ada County Records, said point being on the Southerly right-of-way line of West State Street and being the Point of Beginning; thence
 South 45°50'38" West, a distance of 452.33 feet (formerly described as South 45°44'14" West, 449.59 feet) on the Southerly line of said Plantation Acres Subdivision to the Southwesterly lot corner of Lot 1, Block 1 of Elmore Lake Townhomes Subdivision, recorded in Book 75 of Plats at Page 7722 of Ada County Records; thence
 North 48°49'22" West, a distance of 169.40 feet (formerly describes as North 48°55'46" West, 169.72 feet) on the Westerly line of said Elmore Lake Townhomes Subdivision and said line extended; thence
 North 21°10'21" West, a distance of 350.24 feet (formerly described as North 21°15'46" West, 351.16 feet) on the Westerly line of those Deeds recorded as Instrument Numbers 100079629, 2016-125750, 112109226 and 2021-053038 of Ada County Records; thence
 North 14°45'22" West, a distance of 175.12 feet (formerly described as North 14°51'46" West, 172.06 feet) on the Westerly line of that Deed recorded as Instrument Number 9014579 of Ada County Records; thence
 North 12°00'17" West, a distance of 49.57 feet to a point on the Westerly line of that parcel of land shown on Record of Survey Number 10780 of Ada County Records; thence
 North 56°51'51" West, a distance of 753.13 feet (formerly described as North 56°57'18" West) on the Westerly line said Record of Survey Number 10780 parcel; thence
 North 50°20'53" West, a distance of 273.01 feet (formerly described as North 49°49'19" West, 273.53 feet) on the Westerly line of said Record of Survey Number 10780 parcel to the Northeast corner of Lot 5, Block 1 of Lake Plantation Subdivision, recorded in Book 56 of Plats at Page 5210 of Ada County Records; thence on the Northerly and Easterly boundary line of said Lake Plantation Subdivision for the following courses and distances: thence
 South 42°56'16" West, a distance of 201.60 feet; thence
 South 61°24'07" East, a distance of 225.34 feet; thence
 South 83°24'28" East, a distance of 188.28 feet; thence
 South 62°24'09" East, a distance of 244.87 feet; thence
 South 41°23'21" East, a distance of 469.65 feet; thence
 South 14°52'30" East, a distance of 195.00 feet to the Northeast corner of Lot 12, Block 1 of The Townhouse at Plantation No. 1 (Subdivision); thence leaving the Easterly boundary line of said Lake Plantation Subdivision and on the exterior boundary line of said The Townhouse at Plantation No. 1 (Subdivision) for the following courses and distances: thence
 South 14°52'30" East, a distance of 200.00 feet (formerly described as 200.01 feet); thence
 South 25°26'10" East, a distance of 200.00 feet; thence
 South 61°37'31" West, a distance of 265.00 feet; thence
 North 24°24'40" West, a distance of 393.00 feet to the Southwest corner of Lot 26, Block 1 of said Lake Plantation Subdivision; thence leaving the exterior boundary line of said The Townhouse at Plantation No. 1 (Subdivision) and on the exterior boundary line of said Lake Plantation Subdivision for the following courses and distances: thence
 North 24°22'31" West, a distance of 406.94 feet; thence
 North 28°58'08" West, a distance of 288.31 feet to a point of curve; thence 137.53 feet on the arc of a curve to the left, said curve having a radius of 74.71 feet, a central angle of 105°28'35", a chord bearing of North 81°42'14" West, and a chord length of 118.92 feet; thence
 South 45°33'41" West, a distance of 197.78 feet to a point of curve on the Northerly right of way line of West Riverside Drive; thence
 271.85 feet on the arc of a curve to the left, said curve having a radius of 335.00 feet, a central angle of 46°29'41", a chord bearing of North 71°01'20" West, and a chord length of 264.45 feet to a point of compound curve, said point being the Southwest corner of Lot 1, Block 1 of said Lake Plantation Subdivision; thence leaving the exterior boundary line of said Lake Plantation Subdivision and on the Northerly right of way line of West Riverside Drive for the following courses and distances: thence 59.13 feet on the arc of a curve to the left, said curve having a radius of 335.00 feet, a central angle of 10°06'48", a chord bearing of South 80°29'17" West, and a chord length of 59.05 feet; thence



File Number: 23475961

South 75°38'16" West, a distance of 97.42 feet to a point of curve; thence 45.81 feet on the arc of a curve to the right, said curve having a radius of 175.00 feet, a central angle of 14°59'55", a chord bearing of South 83°06'16" West, and a chord length of 45.68 feet; thence North 89°22'40" West, a distance of 339.36 feet (formerly described as North 89°23'44" West, a distance of 338.95 feet) to a point of curve; thence 31.34 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of 89°46'49", a chord bearing of North 44°30'56" West, and a chord length of 28.23 feet (formerly described as arc length of 31.28 feet, a central angle of 89°37'07" and a chord length of 28.19 feet) to a point on the Easterly right of way line of North Glenwood Street; thence leaving the Northerly right of way line of West Riverside Drive.

South 00°00'47" East, a distance of 90.11 feet (formerly described as 90.00 feet) on the Easterly right of way line of North Glenwood Street to a point of curve; thence 31.63 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of 90°37'58", a chord bearing of North 45°23'29" East, and a chord length of 28.44 feet (formerly described as arc length of 31.54 feet, a central angle of 90°20'52" and a chord length 28.37 feet) on the Southerly right of way line of West Riverside Drive; thence South 89°22'40" East, a distance of 338.36 feet (formerly described as 338.38 feet) to a point of curve on the Northerly boundary line of Daron Subdivision No. 1, recorded in Book 86 of Plats at Page 9709 of Ada County Records; thence on the exterior boundary line of said Daron Subdivision No. 1 for the following courses and distances: thence 58.90 feet on the arc of a curve to the left, said curve having a radius of 225.00 feet, a central angle of 14°59'55", a chord bearing of North 83°06'15" East, and a chord length of 58.73 feet (formerly described as arc length of 58.91 feet, a central angle of 15°00'03" and a chord length of 58.74 feet); thence North 75°53'11" East, a distance of 72.22 feet (formerly described as 72.42 feet); thence South 21°34'52" West, a distance of 399.97 feet (formerly described as 400.00 feet); thence South 17°05'34" West, a distance of 264.29 feet (formerly described as South 17°06'38" West, 264.53 feet) to a point of curve; thence leaving the exterior boundary line of said Daron Subdivision No. 1, 156.01 feet on the arc of a curve to the left, said curve having a radius of 117.00 feet, a central angle of 76°23'49", a chord bearing of South 21°00'10" East, and a chord length of 144.70 feet (formerly described as arc length of 155.83 feet, a central angle of 76°18'49", a chord bearing of South 21°05'10" East and a chord distance of 144.57 feet); thence

South 59°24'46" East, a distance of 30.22 feet (formerly described as South 59°20'16" East, 30.10 feet) to a point of curve; thence 127.59 feet on the arc of a curve to the right, said curve having a radius of 153.00 feet, a central angle of 47°46'45", a chord bearing of South 35°24'47" East, and a chord length of 123.92 feet (formerly described as an arc length of 127.58 feet, a central angle of 47°46'41", a chord bearing of South 35°26'54" East, and a chord distance of 123.92 feet); thence

South 11°24'39" East, a distance of 38.15 feet (formerly described as South 11°33'32" East, 38.45 feet) to a point on the toe of slope of the Corps of Engineers Dike - Northside of the Boise River; thence

South 63°24'25" East, a distance of 169.57 feet (formerly described as South 63°23'44" East, 169.37 feet); thence

South 50°09'19" East, a distance of 398.28 feet (formerly described as South 50°09'09" East, 398.13 feet); thence

South 59°28'14" East, a distance of 160.51 feet; thence

South 66°28'01" East, a distance of 310.74 feet; thence

South 76°23'44" East, a distance of 337.01 feet; thence

South 57°03'44" East, a distance of 81.56 feet; thence leaving the toe of slope of the Corps of Engineers Dike - Northside of the Boise River, and on the Northerly Bank of the Boise River for the following courses and distances: thence

South 32°56'16" West, a distance of 39.00 feet; thence

South 22°05'38" East, a distance of 137.41 feet; thence

South 43°08'44" East, a distance of 37.11 feet; thence

South 13°07'42" East, a distance of 61.01 feet (formerly described as South 13°08'44" East, 60.68 feet) to a point on the Westerly boundary line of Wanner's Plantation Estates Subdivision, recorded in Book 59 of Plats at Page 5680 of Ada County Records; thence leaving the Northerly Bank of the Boise River and on the exterior boundary line of said Wanner's Plantation Estates Subdivision for the following courses and distances: thence

North 06°50'28" West, a distance of 141.06 feet (formerly described as 140.03 feet); thence

North 88°24'32" East, a distance of 226.06 feet; thence

North 56°38'09" East, a distance of 14.80 feet (formerly described as 15.00 feet); thence

North 04°04'54" West, a distance of 106.77 feet; thence

North 89°54'16" East, a distance of 49.61 feet; thence

South 51°49'18" East, a distance of 161.90 feet (formerly described as 161.80 feet); thence

South 39°30'44" East, a distance of 413.96 feet (formerly described as 413.97 feet); thence

South 31°55'28" East, a distance of 73.32 feet; thence

South 10°40'13" East, a distance of 131.12 feet (formerly described as South 10°40'28" East, 131.28 feet) to the Southeast corner of Lot 1, Block 1 of said Wanner's Plantation Estates Subdivision; thence leaving said Wanner's Plantation Estates Subdivision, South 08°51'11" East, a distance of 46.30 feet (formerly described as South 08°50'40" East, 46.13 feet) to the Northerly lot corner common to Lots 12 and 13, Block 6 of The Plantation No. 3 (Subdivision), record in Book 51 of Plats at Page 4249 of Ada County Records; thence on the exterior boundary line of said The Plantation No. 3 (Subdivision) for the following courses and distances: thence

South 84°22'18" East, a distance of 176.62 feet (formerly described as 174.93 feet and 176.62 feet); thence

South 47°22'18" East, a distance of 129.60 feet; thence

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South 21°22'18" East, a distance of 420.00 feet to the Northeast corner of Lot 6, Block 5 of Plantation No. 1 (Subdivision), recorded in Book 44 of Plats at Page 3529 of Ada County Records; thence leaving the exterior boundary line of said The Plantation No. 3 (Subdivision) and on the exterior boundary line of said The Plantation No. 1 (Subdivision) for the following courses and distances: thence South 21°22'18" East, a distance of 372.26 feet (formerly described as 372.25 feet) to the Northwest corner of Lot 2, Block 5 of said The Plantation No. 1 (Subdivision); thence South 10°37'42" West, a distance of 115.94 feet to a point on a curve on the Northerly right of way line of West Plantation Drive; thence 122.17 feet on the arc of a curve to the left, said curve having a radius of 175.00 feet, a central angle of 39°59'55", a chord bearing of North 80°37'39" East, and a chord length of 119.70 feet (formerly described as an arc length of 122.18 feet, a central angle of 40°00'04" and a long chord of 119.71 feet); thence North 60°37'38" East, a distance of 41.36 feet on said Northerly right of way line to the Southeast corner of Lot 2, Block 5 of said The Plantation No. 1 (Subdivision); thence North 04°19'15" West, a distance of 139.50 feet (formerly described as 139.20 feet) to the lot corner common to said Lot 2, Block 5 of said The Plantation No. 1 (Subdivision) and Lot 21, Block 4 of The Plantation No. 4 (Subdivision), recorded in Book 58 of Plats at Page 5480 of Ada County Records; thence on the exterior boundary line of said The Plantation No. 4 (Subdivision) for the following courses and distances: thence North 10°22'20" West, a distance of 655.71 feet (formerly described as 655.72 feet); thence North 59°42'23" East, a distance of 181.76 feet, (formerly described as North 59°40'15" East); thence South 63°40'13" East, a distance of 180.00 feet (formerly described as South 63°42'24" East); thence South 04°23'44" East, a distance of 611.10 feet (formerly South 04°23'41" East, a distance of 611.30 feet) to the lot corner common to Lot 4, Block 4 of said The Plantation No. 4 (Subdivision), and Lot 2, Block 4 of said The Plantation No. 1 (Subdivision) the exterior boundary line of said The Plantation No. 4 (Subdivision); thence leaving the exterior boundary line of said The Plantation No. 4 (Subdivision), South 04°16'03" East, a distance of 89.80 feet (formerly described as 89.83 feet) to the Southwest corner of Lot 2, Block 4 of said The Plantation No. 1 (Subdivision), being a point of curve on the Northerly right of way line of West Plantation Drive; thence 99.04 feet on the arc of a curve to the right, said curve having a radius of 525.00 feet, a central angle of 10°48'30", a chord bearing of North 87°19'37" East, and a chord length of 98.89 feet (formerly described as an arc length of 97.13 feet, a central angle of 10°36'00" and a chord length of 96.99 feet); thence South 87°16'03" East, a distance of 81.64 feet on said Northerly right of way line of West Plantation Drive to the Southerly lot corner common to Lots 1 and 2, Block 4 of said The Plantation No. 1 (Subdivision); thence North 02°43'57" East, a distance of 100.00 feet to the Northerly lot corner common to Lots 1 and 2, Block 4 of said The Plantation No. 1 (Subdivision), said corner being common to the Southwest corner of Lot 1, Block 2 of Wedgewood Greens Subdivision, recorded in Book 60 of Plats at Page 6042 of Ada County Records; thence on the exterior boundary line of said Wedgewood Greens Subdivision for the following courses and distances: thence North 08°26'53" West, a distance of 326.70 feet (formerly described as 326.92 feet); thence North 00°07'06" West, a distance of 188.45 feet (formerly described as 188.09 feet); thence South 88°30'12" East, a distance of 132.56 feet (formerly described as 132.47 feet); thence South 33°37'54" East, a distance of 164.84 feet (formerly described as 164.92 feet) to a point of curve; thence 35.48 feet on the arc of a curve to the right, said curve having a radius of 50.00 feet, a central angle of 40°39'26", a chord bearing of South 13°18'11" East, and a chord length of 34.74 feet (formerly described as central angle of 40°39'24"); thence South 89°56'27" East, a distance of 114.18 feet (formerly described as North 89°54'24" East); thence South 00°07'01" East, a distance of 8.84 feet (formerly described as South 00°33'04" West, 8.42 feet); thence leaving the exterior boundary line of said Wedgewood Greens Subdivision, South 89°24'43" East, a distance of 117.62 feet (formerly described as South 89°23'00" East, 117.90 feet); thence North 00°25'19" East, a distance of 66.37 feet (formerly described as North 00°37'00" East, 66.04 feet) to the Westerly lot corner common to Lots 2 and 3, Block 1 of Kessinger Subdivision, recorded in Book 73 of Plats at Page 7586 of Ada County Records; thence North 04°05'27" West, a distance of 59.75 feet (formerly described as North 04°14'01" West, 60.22 feet) on the Westerly boundary line of Kessinger Subdivision; thence North 13°37'08" West, a distance of 124.77 feet (formerly described as North 13°30'03" West, 124.75 feet) on the Westerly line of Kessinger Subdivision; thence North 27°49'52" West, a distance of 198.57 feet (formerly described as North 27°54'15" West, 198.01 feet) on the Westerly line of Kessinger Subdivision and the Westerly boundary line of Savannah Greens Subdivision No. 4, recorded in Book 79 of Plats at Page 8455 of Ada County Records; thence North 38°53'07" West, a distance of 165.00 feet (formerly described as North 38°51'33" West) on the Westerly boundary line of Savannah Greens Subdivision No. 4 to the Westerly most boundary angle point of said Savannah Greens Subdivision No. 4; thence North 36°22'28" West, a distance of 203.82 feet (formerly described as North 36°48'46" West, 204.60 feet); thence North 43°58'14" West, a distance of 256.08 feet (formerly described as North 44°07'46" West); thence North 39°39'46" East, a distance of 268.62 feet (formerly described as North 39°30'14" East, 270.74 feet) to a point on the Westerly right of way line of West State Street; thence North 50°47'44" West, a distance of 122.55 feet (formerly described as North 50°48'30" West, 121.13 feet) on the Westerly right of way line of West State Street; thence

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North 50°51'55" West, a distance of 1449.31 feet (formerly described as 1449.43 feet) to a point of curve; thence 217.41 feet on the arc of a curve to the right, said curve having a radius of 17229.00 feet, a central angle of 00°43'23", a chord bearing of North 51°38'58" West, and a chord length of 217.41 feet (formerly described as an arc length of 219.09 feet, a central angle of 00°43'19" and a long chord of 217.09 feet) on the Westerly right of way line of West State Street to the Point of Beginning.

Parcel B:

A parcel of land located in Section 30 of Township 4 North, Range 2 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the one quarter section corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the section corner common to Sections 19, 20, 29, and 30 of said Township 4 North, Range 2 East bears South 89°11'32" East, 2652.17 feet distant); thence from said one quarter section corner,

South 14°48'27" West, a distance of 2896.07 feet (formerly described as South 14°48'24" West, a distance of 2896.39 feet) to the Northeast corner of Lot 2, Block 1 of Orlovich's Plantation Subdivision, recorded in Book 58 of Plats at Pages 5633 of 5634 of Ada County Records, said point being on the Southerly right of way line of West Plantation Drive/Lane, and being the Point of Beginning; thence South 00°07'18" West, a distance of 139.89 feet (formerly described as 139.55 feet) to the Northeast corner of Lot 3, Block 1 of Orlovich's Plantation Subdivision; thence

South 88°37'32" West, a distance of 79.96 feet (formerly described as 80.26 feet) on said Lot Line; thence

South 63°36'22" West, a distance of 74.51 feet (formerly described as 74.19 feet) on said Lot Line; thence

South 76°39'22" West, a distance of 20.62 feet (formerly described as 20.71 feet) on said Lot line; thence

South 00°38'11" West, a distance of 256.01 feet (formerly described as 255.54 feet) on the Westerly boundary line of said Orlovich's Plantation Subdivision and the Westerly boundary of The Amended Plat of a Portion of Lot 1, and All of Lots 2, 3, 4, 5 and 6, Block 1 The Plantation No. 2 (hereinafter referred to as Amended Plat of Plantation No. 2), to a point on the Westerly boundary of Lot 70, Block 1 of said Amended Plat of Plantation No. 2; thence on the exterior boundary line of Lot 70, Block 1, of said Amended Plat of Plantation No. 2 for the following courses and distances: thence

South 58°15'54" West, a distance of 26.20 feet to a point of curve on the right-of-way line of Gramarcy Lane; thence 60.97 feet on the arc of a curve to the right, said curve having a radius of 45.00 feet, a central angle of 77°37'59", a chord bearing of South 06°49'19" West, and a chord length of 56.41 feet (formerly described as an arc length of 60.79, a central angle of 77°23'49" and a long chord of 56.27 feet) on the right-of-way line of Gramarcy Lane; thence

South 44°29'21" East, a distance of 54.17 feet; thence

South 00°31'36" West, a distance of 145.00 feet; thence

North 89°20'48" West, a distance of 105.07 feet (formerly described as North 89°28'24" West, 105.00 feet); thence

South 57°39'12" West, a distance of 77.34 feet (formerly described as South 57°42'27" West); thence

South 52°26'01" East, a distance of 212.51 feet (formerly described as South 52°27'52" East, 212.38 feet); thence

South 59°58'54" East, a distance of 120.71 feet; thence

North 18°33'37" East, a distance of 135.10 feet; thence

North 80°43'53" East, a distance of 360.80 feet (formerly described as 361.13 feet); thence

South 89°36'39" East, a distance of 153.41 feet (formerly described as North 89°43'36" East, 153.71 feet); thence

South 79°23'03" East, a distance of 205.39 feet (formerly described as South 78°52'56" East, 205.43 feet); thence

South 68°54'25" East, a distance of 158.24 feet; thence

South 62°36'21" East, a distance of 360.62 feet; thence

South 89°25'48" East, a distance of 279.32 feet (formerly described as South 89°34'53" East, 280.00 feet); thence North 59°52'21" East, a distance of 68.97 feet (formerly described as North 60°06'58" East, 68.01 feet); thence

North 19°35'18" East, a distance of 56.94 feet (formerly described as 56.66 feet) to the most Easterly corner of Lot 47, Block 1 of said The Plantation No. 1 Subdivision, said point being on the Southerly right-of-way line of West Sterling Lane/Drive, said point also being an angle point in the boundary line of Lot 70, Block 1 of said Amended Plat of Plantation No. 2; thence

North 88°28'30" West, a distance of 15.47 feet to a point of curve; thence 62.74 feet on the arc of a curve to the right, said curve having a radius of 275.00 feet, a central angle of 13°04'16", a chord bearing of North 83°19'05" West, and a chord length of 62.60 feet (formerly described as an arc length of 62.40 feet, a central angle of 13°00'01" and a long chord of 62.26 feet) on the Southerly right-of-way line of said West Sterling Lane/Drive; thence on the boundary line of said Amended Plat of Plantation No. 2 for the following courses and distances: thence

South 58°41'52" West, a distance of 123.83 feet (formerly described as 123.88 feet); thence

North 59°19'54" West, a distance of 80.07 feet (formerly described as 80.21 feet); thence

North 44°22'16" West, a distance of 196.82 feet (formerly described as 196.43 feet); thence

North 54°27'50" West, a distance of 179.53 feet (formerly described as 179.92 feet); thence

North 59°25'23" West, a distance of 181.03 feet (formerly described as 180.82 feet); thence

North 76°24'16" West, a distance of 231.42 feet (formerly described as 231.85 feet); thence

North 89°22'37" West, a distance of 265.41 feet (formerly described as 265.10 feet); thence

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South 74°34'55" West, a distance of 95.32 feet (formerly described as 95.31 feet); thence
 South 85°36'36" West, a distance of 149.14 feet (formerly described as 148.81 feet); thence
 North 24°29'27" West, a distance of 151.47 feet (formerly described as 151.24 feet); thence
 North 05°42'09" East, a distance of 151.49 feet (formerly described as 151.37 feet); thence
 North 75°36'56" East, a distance of 151.26 feet (formerly described as 151.37 feet); thence
 South 84°23'36" East, a distance of 654.89 feet (formerly described as South 84°25'07" East, 655.27 feet); thence
 South 59°25'30" East, a distance of 415.10 feet (formerly described as South 59°21'59" East, 414.88 feet); thence
 South 49°18'07" East, a distance of 104.70 feet (formerly described as 104.63 feet); thence
 South 44°26'48" East, a distance of 191.30 feet (formerly described as 191.70 feet); thence
 South 59°11'39" East, a distance of 64.86 feet (formerly described as 64.69 feet); thence
 South 15°50'08" West, a distance of 100.25 feet (formerly described as 99.71 feet) to the Southeast lot corner of Lot 15, Block 1 of said
 The Plantation No. 1 Subdivision, as same is Amended by said Amended Plat of Plantation No. 2, said point being a point of curve on the
 Northerly right-of-way line of West Sterling Lane/Drive; thence leaving the boundary line of said Amended Plat of Plantation No. 2, 50.51
 feet on the arc of a curve to the left, said curve having a radius of 225.00 feet, a central angle of 12°51'43" and a chord bearing of South
 81°22'44" East, and a chord length of 50.40 feet (formerly described as an arc length of 50.45 feet, a central angle of 12°50'45" and a long
 chord of 50.34 feet) on the Northerly right-of-way of said Sterling Lane/Drive; thence
 North 15°50'08" East, a distance of 110.26 feet (formerly described as 110.05 feet) to the Northwest lot corner of Lot 71, Block 1 of said
 Amended Plat of Plantation No. 2; thence on the boundary line of said Amended Plat of Plantation No. 2 for the following courses and
 distances: thence
 South 88°37'00" East, a distance of 163.48 feet (formerly described as South 88°41'16" East, 163.53 feet); thence
 North 28°24'20" East, a distance of 152.00 feet; thence
 North 00°56'14" East, a distance of 34.99 feet (formerly described as North 00°29'31" East 35.06 feet); thence
 North 72°28'14" West, a distance of 213.04 feet (formerly described as North 72°28'03" West, 212.76 feet); thence
 North 59°52'28" West, a distance of 475.75 feet; thence
 North 11°25'57" East, a distance of 99.67 feet; thence
 North 78°51'40" West, a distance of 441.00 feet (formerly described as 440.31 feet) to a point of curve; thence 95.60 feet on the arc of a
 curve to the right, said curve having a radius of 225.00 feet, a central angle of 24°20'43", a chord bearing of North 66°41'46" West, and a
 chord length of 94.89 feet (formerly described as an arc length of 96.21 feet, a central angle of 24°30'00" and a long chord of 95.48 feet);
 thence
 South 35°36'40" West, a distance of 66.12 feet; thence
 North 87°23'30" West, a distance of 580.22 feet (formerly described as 580.27 feet); thence
 North 00°18'26" East, a distance of 95.85 feet (formerly described as 95.82 feet) to a point of curve on the Southerly right of way line of
 West Plantation Drive/Lane; thence 31.76 feet on the arc of a curve to the left, said curve having a radius of 475.00 feet, a central angle of
 03°49'53", a chord bearing of South 83°09'34" West, and a chord length of 31.76 feet (formerly described as an arc length of 31.77 feet
 and a central angle of 03°49'54") on the Southerly right of way line of West Plantation Drive/Lane to the Point of Beginning.

EXCEPTING THEREFROM

A parcel of land being a re-subdivision of a portion of Lot 70, Block 1 of "The Amended Plat of a Portion of Lot 1, and all of Lots 2, 3, 4, 5 and 6, Block 1 of The Plantation No. 2" (Subdivision), location in Government Lot 2 in the Southwest quarter of Section 30, Township 4 North, Range 2 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the North one quarter common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the
 Northeast corner of said Section 30 bears South 89°11'32" East, 2652.17 feet distant); thence from said North one quarter,
 South 15°42'33" West, a distance of 3361.11 feet to the Southeast corner of Lot 52, Block 1 of the Plantation No. 1 (Subdivision), as same
 is shown on the plat thereof recorded in Book 44 of Plats at Pages 3529 to 3531 of Ada County Records; thence
 South 58°15'54" West, a distance of 26.20 feet (formerly described as 26.26 feet) on the Southerly lot line of said Lot 52 to a point of curve
 on the Easterly right-of-way line of West Gramarcy Lane; thence 17.28 feet on the arc of a curve to the right, said curve having a radius of
 45.00 feet, a central angle of 22°00'05", a chord bearing of South 20°59'39" East, and a chord length of 17.17 feet on the Easterly right-of-
 way line of West Gramarcy Lane to a point of curve, said point being the Point of Beginning; thence 33.20 feet on the arc of a curve to the
 right, said curve having a radius of 53.00 feet, a central angle of 35°53'14", a chord bearing of South 62°21'10" East, and a chord length of
 32.66 feet; thence
 South 44°24'33" East, a distance of 83.48 feet; thence
 South 00°36'24" West, a distance of 110.93 feet; thence
 South 52°51'15" East, a distance of 47.56 feet; thence
 North 37°29'49" East, a distance of 21.00 feet; thence
 South 52°30'11" East, a distance of 32.00 feet; thence
 South 37°29'49" West, a distance of 18.41 feet to a point of curve; thence 16.90 feet on the arc of a curve to the left, said curve having a
 radius of 23.00 feet, a central angle of 42°06'10", a chord bearing of South 16°26'44" West, and a chord length of 16.52 feet to a point of

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compound curve; thence 52.96 feet on the arc of a curve to the left, said curve having a radius of 43.00 feet, a central angle of $70^{\circ}34'04''$, a chord bearing of South $39^{\circ}53'22''$ East, and a chord length of 49.68 feet; thence South $12^{\circ}34'33''$ West, a distance of 40.84 feet to the Northwest corner of Lot 91, Block 1 of Investors Plantation on the River (Subdivision), as shown on the plat thereof, recorded in Book 59 of Plats at Page 5702 to 5703 of Ada County Records; thence South $18^{\circ}33'37''$ West, a distance of 135.10 feet on the Westerly lot line of said Lot 91, Block 1 to an angle point in the Southerly boundary line of Lot 70, Block 1 of said "The Amended Plat of a Portion of Lot 1, and all of Lots 2, 3, 4, 5 and 6, Block 1 of the Plantation No. 2" (Subdivision), said point being on the North Bank of the Boise River, thence North $59^{\circ}58'54''$ West, a distance of 120.71 feet on the Southerly boundary line of said Lot 70, Block 1, and the North Bank of the Boise River; thence North $52^{\circ}26'01''$ West, a distance of 212.51 feet on the Southerly boundary line of said Lot 70, Block 1 to the Southeast corner of Lot 53, Block 1 of the Amended Plat Lot 53 thru Lot 62, Block 1 of The Plantation Subdivision No. 1, as shown on the plat thereof, recorded in Book 45 of Plats at Page 3689 to 3690 of Ada County Records; thence on the Westerly lot line of said Lot 70, Block 1, and the Easterly lot line of said Amended Plat Lot 53 thru Lot 62, Block 1 of the Plantation Subdivision No. 1 for the following bearings and distances: thence North $57^{\circ}39'12''$ East, a distance of 77.34 feet; thence South $89^{\circ}20'48''$ East, a distance of 105.07 feet; thence North $00^{\circ}31'36''$ East, a distance of 145.00 feet; thence North $44^{\circ}29'21''$ West, a distance of 54.17 feet to a point on a curve on the easterly right-of-way line of West Gramarcy Lane; thence leaving said Lot 70 and Lot 53 lot line, 43.69 feet on the arc of a curve to the left, said curve having a radius of 45.00 feet, a central angle of $55^{\circ}37'54''$, a chord bearing of North $17^{\circ}49'21''$ East, and a chord length of 42.00 feet on the Easterly right-of-way line of West Gramarcy Lane to the Point of Beginning.

Parcel C:

Easements rights as set forth in that certain Master Declaration of The Plantation dated February 21, 1978 and recorded February 24, 1978 as Instrument No. 7809725, as modified or amended by Instrument Nos. 7865989, 8004454, 8006448, 94040475, 102063849, 105052685 and 108057403 records of Ada County, Idaho.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

PLANTATION MASTER ASSOCIATION,
INC., an Idaho Nonprofit Corporation,

Plaintiff,

And

DR. JOHN AND LYNN LIVINGSTON,
DEBRA K. RIEDEL, ERIC AND ANDREA
FOGLEMAN, DAVID AND JEANNE
PATTERSON, JON AND CHERIE BOLT,
CHRISTINE SIMON, LOUIS AND
MARILYN STODDARD, DAVID AND
MARYAM STACHOFSKY,

Plaintiff-Intervenors,

vs.

LB RIVER CLUB OWNER LLC, a
Delaware Limited Liability Company; and
DOES 1-V, unknown devisees whose true
names are unknown and who may claim an
interest in the real property legally described
in Exhibit 2 to the Complaint in this action,

Defendants.

Case No. CV01-24-18820

**MEMORANDUM DECISION DENYING
MOTION TO DISMISS AMENDED
COMPLAINT IN INTERVENTION
FOR DECLARATORY JUDGMENT**

Intervenors have brought claims against Defendant, LB River Club Owner LLC (“LB River Club”), under the Idaho Declaratory Judgment Act. LB River Club moves this Court to dismiss the claims pursuant to Idaho Rule of Civil Procedure 12(b)(1) and 12(b)(6).

Rule 12(b)(1) allows dismissal of a claim, without adjudicating the claim on its merits, when the Court determines that the Court lacks subject matter jurisdiction. In other words, when

the Court lacks the power to entertain that type of dispute. This Court clearly has subject matter jurisdiction over claims pursuant to Idaho's Declaratory Judgment Act. The People of the State of Idaho have granted the Idaho District Courts subject matter jurisdiction over all civil disputes except feigned issues. Idaho Const. Art. V. § 1, § 20. Neither the Legislature nor the Idaho Supreme Court can divest the District Courts of power the People have granted them in the state constitution.

Defendant does not argue otherwise. Defendant's motion is not actually based on a subject matter jurisdiction argument. Defendant brings its motion under Rule 12(b)(1) because the Idaho Supreme Court has held that defendants may raise issues of justiciability under I.R.C.P. 12(b)(1) even when many justiciability issues have nothing to do with subject matter jurisdiction. This Court agrees with Defendant that it is appropriate for this Court to consider those arguments in this procedural context, even in the absence of explicit language in Rule 12 authorizing this type of motion.

Jurisdiction and justiciability are overlapping concepts. Certainly, it is true that when the court has not been granted the power to entertain a certain type of dispute, or a court lacks power over a party to a dispute (subject matter jurisdiction and personal jurisdiction), that the dispute, for those reasons, is not justiciable. But justiciability involves many circumstances, especially in state court, where the court has the power to entertain a claim but, for policy reasons, chooses not to.

One such circumstance is where the party asserting a claim lacks "standing." The essence of the standing inquiry is whether the parties seeking to invoke the court's jurisdiction have "alleged such a personal stake in the outcome of the controversy as to assure that concrete adverseness which sharpens the presentation of issues upon which the court so largely depends

for illumination of difficult constitutional questions.” *Baker v. Carr*, 369 U.S. 186, 204, 82 S.Ct. 691, 703, 7 L.Ed.2d 663 (1962). As refined by subsequent reformulation, this requirement of a “personal stake” has come to be understood to require not only a “distinct and palpable injury,” to the plaintiff, *Warth v. Seldin*, 422 U.S. 490, 501, 95 S.Ct. 2197, 2206, 45 L.Ed.2d 343 (1975), but also a “fairly traceable” causal connection between the claimed injury and the challenged conduct. *Arlington Heights v. Metropolitan Housing Dev. Corp.*, 429 U.S. 252, 261, 97 S.Ct. 555, 561, 50 L.Ed.2d 450 (1977). *See also Simon v. Eastern Ky. Welfare Rights Org.*, 426 U.S. 26, 41–42, 96 S.Ct. 1917, 1925–1926, 48 L.Ed.2d 450 (1976); *Linda R. S. v. Richard D.*, 410 U.S. 614, 617, 93 S.Ct. 1146, 1148, 35 L.Ed.2d 536 (1973).

This case, as far as the Court can tell from the pleadings, does not involve any “difficult constitutional questions.” Thus, one might reasonably conclude any concerns about standing are less than those that existed in *Baker*. However, for several policy reasons, the Idaho Supreme Court has opted to apply those same standing requirements to any dispute, no matter the difficulty or import of the decision to be made. That is Defendant’s argument here: that the Intervenor has failed to allege an injury or stake in the outcome of the dispute sufficient to justify the Court entertaining it.

Defendant has a related argument that the Court will describe before addressing the merits of both arguments. Defendant also moves for dismissal pursuant to I.R.C.P. 12(b)(6). Rule 12(b)(6) allows courts to dismiss a claim when the claimant has alleged facts to be true in its pleading and those facts, if true, are legally insufficient to justify the relief the claimant is seeking. Obviously, there is no need to spend significant time and effort adjudicating the truth of a claimant’s factual allegations if, at the end of the process, the claimant will still not be legally entitled to the relief he is seeking.

Defendant's argument about the Intervenor's claim is not exactly an argument under Rule 12(b)(6). It is more nuanced. Defendant's argument is that if the facts the Intervenor allege are true, then Plaintiff, Plantation Master Association, Inc., may be entitled to some legal relief from this Court, but Intervenor is not. Defendant argues that Plantation Master Association, Inc., has decided not to sue to obtain that relief and, Defendant argues, the Intervenor is prohibited under Idaho law from bringing a suit to enforce a right held by Plantation Master Association, Inc.

Resolution of both arguments requires ascertaining exactly what the Intervenor is claiming to be true and what legal relief they are seeking if they can prove those facts are true.

Intervenor all allege that they own real property. Intervenor allege that Defendant owns real property. They allege that a document was publicly recorded with the Ada County Recorder's Office in February of 1978 called "The Master Declaration of Covenants, Conditions, and Restrictions of the Plantation." Covenants are, of course, simply promises. Plaintiffs do not explicitly allege who was making promises in that document, to whom the promises were made, or what exactly the promises were. However, the Court can ascertain the nature of the allegations from that document.

While the Court does not normally consider materials outside the pleadings when deciding motions pursuant to I.R.C.P. 12, and the "Master Declaration of Covenants, Conditions, and Restrictions of the Plantation" was not attached to the intervenor's most recent pleading, it is attached to a witnesses' declaration and both parties ask this Court to consider it. Therefore, the Court has done so. In discussing that document, to the extent necessary here, the Court is not interpreting it nor intending to make any conclusive declarations about what its language means. The Court is simply trying to ascertain what the Intervenor's are seeking to have the Court make

some declaration about. To avoid any appearance of having done so in this case, the Court will largely discuss homeowner's associations generally.

A landowner/developer who has subdivided his land into parcels and is selling them off to individual property owners will often publicly record certain promises that each purchaser must make regarding how the purchaser will or will not use the parcel he or she is purchasing. These promises often include agreements about using the land in certain ways only under certain conditions and about restrictions the purchaser will accept on the purchaser's freedom to use his or her parcel of land as he or she desires. These covenants, conditions, and restrictions are recorded for the public to view and run with the land. They are promises that each owner of a parcel makes by purchasing the parcel.

These promises are not promises to the world at large. Sometimes those are promises made solely to the seller and conveyer of the land. The law has long recognized the right of the seller of land to individually sue to enforce covenants made by a buyer about how the buyer will or will not use the land purchased. *See generally, Shawver v. Huckleberry Estates*, 140 Idaho 354, 93 P.3d 685 (2004). When only a few parcels are being sold, particularly when the seller intends to keep some of the property, no association is formed. The seller can simply enforce the promises the buyers made to him when they purchased those parcels of land from him, and the seller can enforce those promises against future purchasers of those parcels who have notice of the covenant. *See generally id.*

Often when the seller is a developer who does not plan to maintain ownership of any of the parcels, the developer will require the purchasers to make covenants not only to the developer as the seller, but also to the purchasers of the other parcels. The purchasers of the parcels make identical reciprocal promises. Thus, the purchasers of the parcels have made

promises to each other about how they will use their land. The Court is aware of no authority for the proposition that those property owners cannot sue to enforce those reciprocal promises absent the creation of some homeowner's association. Certainly, the developer, as the seller of all the parcels, can convey or assign to each purchaser any enforcement right the developer has to enforce those promises against the other purchasers, even without creating a homeowner's association.

Homeowner's associations are typically created to enforce these promises without the hassle and expense of the landowners suing each other. The members of the association agree to a process by which their mutual promises to each other can be amended and enforced outside of the courthouse. Sometimes the members of the association will also agree to a process by which their covenants to each other can be amended or added to.

Often, but not always, the developer will want the association to be a corporation. Most frequently this occurs when the developer plans to gift the corporation certain parcels of land that the corporation will own and maintain for the benefit of the neighborhood, commonly referred to as common areas. The law relating to corporate ownership of land is well defined and less subject to debate than the law regarding ownership of land by an unincorporated association. Thus, incorporation provides some legal benefits. Often the developer will also convey certain parcels or easements to the public and to other corporations, such as utility companies.

In such cases, the individual landowners and the incorporated association itself often exchange promises between the landowners and the corporation, in addition to the covenants that the landowners have made to each other. Typically, these promises involve how the corporation will function. For example, homeowners may promise the corporation that they will pay dues to the corporation and the corporation will make a reciprocal promise to use those dues to maintain

the common areas etc. Additionally, the law imposes duties upon shareholders that shareholders owe to the corporation and duties on the corporation that it owes to its shareholders. Generally, these duties involve honesty and loyalty. For example, the law imposes a duty on the corporation to give its members access to information about the corporation's finances when asked. These promises between the landowner and the corporation, and the legal duties each owes the other, are distinct from the covenants the landowners made amongst themselves.

Reviewing the pleading, the Master Declaration, and the attached Articles of Incorporation for Plantation Master Association, Inc., the Court infers that this is what the Intervenor's are claiming occurred here. They claim that by virtue of their purchase of land, and LB River Club's purchase of land, that they each individually made mutual promises with LB River Club about use of their respective parcels. The Intervenor's claim that by virtue of the purchase of its land, LB River Club made certain promises to them. LB River Club denies making those promises. The Intervenor's ask the Court, under Idaho's Declaratory Judgment Act, to declare whether LB River Club made those promises to them and, if a promise was made, to declare the nature and extent of that promise.

With that understanding of the claim, the Court will turn to the merits of Defendant's arguments.

A. Landowners have Standing to Enforce Mutual Covenants, Conditions, and Restrictions that Run with Their Land.

This first question is standing: Have the Intervenor's pleaded a sufficient stake in the outcome of the proceeding such that the court will entertain it? What "stake in the outcome" is sufficient to establish standing in actions under the Declaratory Judgment Act?

The Idaho Supreme Court well-stated the obvious when it said: "the Declaratory Judgment Act provides authority for the courts to render declaratory judgments." *Schneider v.*

Howe, 142 Idaho 767, 772, 133 P.3d 1232, 1237 (2006) citing *State v. Rhoades*, 121 Idaho 63, 69, 822 P.2d 960, 966 (1991). The Legislature has told citizens the following:

Courts of record within their respective jurisdictions shall have power to declare rights, status, and other legal relations, whether or not further relief is or could be claimed. No action or proceeding shall be open to objection on the grounds that a declaratory judgment or decree is prayed for. The declaration may be either affirmative or negative in form and effect, and such declarations shall have the force and effect of a final judgment or decree.

I.C. § 10-1201. One might reasonably interpret the language “whether or not further relief ... is or could be claimed” as the Legislature telling the courts that the courts should make such declarations even if the party seeking the declaration cannot obtain any other relief. He has no injury, he is simply seeking to have the court declare his rights, obligations, or legal relationship to some other party. While courts decline to entertain suits when we deem them not justiciable, that is largely for policy reasons. Certainly, the Legislature is free to disagree with the courts about how public policy should restrict the types of disputes that the courts will entertain. Generally, the Legislature is tasked with setting public policy, not the courts. However, the Idaho Supreme Court decided otherwise in *Harris v. Cassia County*, 106 Idaho 513, 516, 681 P.2d 988, 991 (1989), following the lead of the Oregon and Washington Supreme Courts, holding that courts may turn litigants away when we deem their dispute unworthy of adjudication, despite the language in the Declaratory Judgment Act suggesting otherwise.

Subsequently, the Idaho Supreme Court has held that the Declaratory Judgment Act does not relieve a party from showing that it has standing to bring the action in the first instance. *Selkirk–Priest Basin Assoc., Inc. v. State ex rel. Batt*, 128 Idaho 831, 834, 919 P.2d 1032, 1035 (1996). “It is a fundamental tenet of American jurisprudence that a person wishing to invoke a

court's jurisdiction must have standing.¹” *Van Valkenburgh v. Citizens for Term Limits*, 135 Idaho 121, 125, 15 P.3d 1129, 1132 (2000). “The doctrine of standing focuses on the party seeking relief and not on the issues the party wishes to have adjudicated.” *Miles v. Idaho Power Co.*, 116 Idaho 635, 641, 778 P.2d 757, 763 (1989). To satisfy the requirement of standing, the petitioners must “allege or demonstrate an injury in fact and a substantial likelihood that the judicial relief requested will prevent or redress the claimed injury.” *Id.* Standing may be predicated upon a threatened harm as well as a past injury. *Harris v. Cassia County*, 106 Idaho 513, 516, 681 P.2d 988, 991(1989).

Applying the idea of an ‘injury in fact’ that the “remedy requested is substantially likely to prevent or redress” to an action where the Legislature has said the court may declare rights and relationships even where no other relief could be sought, can be an uncertain intellectual exercise. In *Schneider*, the Supreme Court held that a landowner had standing to seek a declaration about the existence and scope of a public easement over the Howes’ land because, if the easement existed, it would allow public access to land owned by Schneider and, if the public had access over the Howes’ parcel, Schneider planned to subdivide his land and sell those parcels.

Intervenors allegations are like those in *Schneider*, if not the same. Intervenors allege that LB River Club promised each of them that LB River Club would not construct any new improvements or alter, modify, destroy, or remove any existing improvements on LB River Club’s land without LB River Club first obtaining the approval of Plantation Master Association,

¹ This is a tenant that stems from actual limitations on the powers of the federal courts in Article III of the federal constitution that state courts, like Idaho’s, have simply adopted for various public policy reasons. Federal courts are bound by such tenants because the People have granted them more limited powers. The Idaho state courts are not subject to such constitutional limitations. State courts could decide to adopt different “tenants” if we chose to do so. The statement that standing is a “fundamental tenant of American jurisprudence” can sound more permanent and unchangeable to the layperson than it is.

Inc. They allege that LB River Club has made several improvements to its land without such approval by constructing a swimming pool, a golf simulator, a covered pickle ball court, a screen, and a bocce ball court. They allege that LB River Club operates a golf course and country club on its land. They have not specifically alleged that any of those improvements have interfered with their use of their parcels or diminished the value of their land. They do allege that LB River Club has denied making any covenants to them and denied any need to seek the corporation's approval before constructing, altering, or demolishing any improvements on LB River Club's land in the future. They allege LB River Club has proposed other developments on its land, including subdividing portions of its land for the purpose of building additional homes. They allege, admittedly rather generally, that their property rights and financial rights will be harmed in the future if LB River Club is permitted to construct, alter, or demolish improvements on its land without seeking the permission of the corporation.

This Court concludes this is sufficient to confer standing. The reason that landowners make mutual covenants to each other about how they will and will not use their respective parcels is almost always to protect the value of all the properties in a limited geographic area. Regardless of whether the landowners making those mutual promises decided to create an association, either unincorporated or incorporated, that is tasked with resolving their disputes and enforcing their promises, or whether they simply expected those promises would be enforced in the courts, like any other mutual exchange of promises, each landowner has an interest in enforcing the promises to protect the value of his or her individual parcel. Parties to a contract (i.e. a mutual exchange of promises) may seek to enforce such promises through the power of the court. Even in an action under contract law, as opposed to the Declaratory Judgment Act, a party to a suit may seek specific performance of a promise, even when they have suffered no damages,

if they will suffer damage in the event the other party fails to perform as promised. When parties disagree about the nature and extent of a contract, the parties may ask the Court to declare their obligations, if any, even before anyone has suffered an ascertainable economic injury. I.C. § 10-1202. This Court concludes that Intervenors have established standing.

Homeowners who have made mutual covenants to each other about how they will use their respective parcels of land for the purpose of protecting the value of all the parcels, by necessity, have standing to enforce those promises when they allege another landowner is breaching them. If the courts will not enforce such promises, there is little incentive to make them. If that is the case, homeowners must resort to the political zoning process to prevent owners of adjacent land parcels from using their land in a way that depresses the value of nearby parcels. And land developers who are subdividing their land and selling off parcels will lose a valuable marketing tool frequently used to increase the price of those parcels. The public policy behind the doctrine of standing does not necessitate such an extreme result. For those reasons alone, Intervenors have sufficient “personal stake in the outcome of the controversy as to assure that concrete adverseness which sharpens the presentation of issues upon which the court so largely depends for illumination of” any difficult questions that may arise here.

B. This is Not a Derivative Suit Pursuant to I.C. Section 30-30-411.

That brings the Court to Defendant’s remaining argument. Defendant argues that because Plantation Master Association chose to incorporate, its members no longer have the right to enforce individual promises made to them that they would have had but for the fact of incorporation. Defendant argues the Legislature divested them of those rights in Idaho’s Nonprofit Corporations’ Act.

Not all homeowner's associations are corporations. Corporations have certain duties under the law that non-corporations do not. As to homeowner's associations, the Legislature has imposed a limited number of identical duties on both incorporated and unincorporated homeowner's associations. *See* I.C. § 55-3204. But unincorporated associations are not subject to many of the duties imposed on corporations in Title 30 of the Idaho Code for the obvious reason that they are not corporations.

Here, according to the pleading, the developer created a corporation—Plantation Master Association, Inc. Intervenor's allege they are members/shareholders² in that corporation. Defendant argues that because Intervenor's are members/shareholders in that corporation that they cannot bring this suit unless they can establish that they have met the procedural requirements under Idaho Code Section 30-30-411. That statute says:

(1) A proceeding may be brought in the right of a domestic or foreign nonprofit corporation to procure a judgment in its favor by:

(a) Any member or members having five percent (5%) or more of the voting power or by fifty (50) members, whichever is less; or

(b) Any director.

(2) In any such proceeding, each complainant shall be a member or director at the time of bringing the proceeding.

(3) A complaint in a proceeding brought in the right of a corporation must be verified and alleged with particularity to the demand made, if any, to obtain action by the directors and either why the complainants could not obtain the action or why they did not make the demand. If a demand for action was made and the corporation's investigation of the demand is in progress when the proceeding is filed, the court may stay the suit until the investigation is completed.

(4) On termination of the proceeding, the court may require the complainants to pay any defendant's reasonable expenses, including attorney's fees, incurred in defending the suit if it finds that the proceeding was commenced frivolously or in bad faith.

² Generally, a legal interest in a company that is not a corporation, such as a limited liability company, is called a membership and the people who own them members. Interests in a corporation, whether public or private, are called shares and the people who own them shareholders. The Idaho Nonprofit Corporation Act uses the terms interchangeably. *See* I.C. 30-30-103(13). The Court is using both for the sake of clarity.

(5) If the proceeding on behalf of the corporation results in the corporation taking some action requested by the complainants or otherwise was successful, in whole or in part, or if anything was received by the complainants as the result of a judgment, compromise or settlement of an action or claim, the court may award the complainants reasonable expenses, including attorney's fees.

I.C. § 30-30-411.

This Court questions whether the Idaho Legislature intended for all the provisions within Idaho's Nonprofit Corporation Act to apply to incorporated homeowner's associations, simply because many of the statutes in that Act are difficult to apply to a corporation where one's membership in the corporation is inextricably tied to an interest in real property that the member, not the corporation, owns. For example, the Nonprofit Corporation Act provides for the resignation of members from the corporation and the expulsion of members from the corporation. *See* I.C. § 30-30-408 and 30-30-409. Idaho Code § 30-30-410 provides that when a member resigns or is expelled, the corporation may purchase that person's membership interest at a price set forth in its bylaws. Membership in an incorporated homeowner's association runs with the land. It is generally something that cannot be disassociated from the property interest. *See* I.C. § 55-3203(5)(a)(i). Does that, therefore, mean that members of an incorporated homeowner's association with sufficient political clout to maintain control of the corporation's board of directors can expel a neighbor from the association and then forcibly purchase that person's home at a significant discount, i.e. a price they set in the bylaws? The bare language of the Act suggests that would be the inevitable conclusion, however absurd that result sounds.

The Court need not reach those issues here because, assuming I.C. § 30-30-411 applies generally to incorporated homeowner's associations, Intervenor's are not seeking to enforce a right held by Plantation Master Association, Inc. Thus, Section § 30-30-411, on its plain language, is not applicable here.

Incorporated homeowner's associations differ in significant respect from other types of corporations. The major purpose of most corporations is to use the pooled capital assets provided by its members to accomplish some goal, usually to generate a profit, but sometimes to accomplish other ends. Incorporated homeowner's associations often do so as well. They may use their members' capital for the mutual benefit of the members by hiring people to maintain land owned by the corporation that is available for common use, etc. But one major role fulfilled by every homeowner's association, whether incorporated or unincorporated, is distinct from that of other corporations and many other types of associations: to enforce the members' mutual promises to each other.

Most corporations, either for profit or non-profit, are not chartered for the purpose of resolving disputes amongst their shareholders and enforcing promises the shareholders made to each other. Homeowner's associations, whether incorporated or unincorporated, exist to be a dispute resolution mechanism between their members. Thus, if each member has promised to the other members that they will not erect basketball hoops in their driveways, the members generally grant the association the power to enforce that promise, either through financial assessments, liens, or lawsuits.

Pragmatically, homeowner's associations, whether incorporated or not, serve a quasi-governmental role. Often landowners will also agree that the homeowner's association has the power to alter the landowner's covenants and require the landowner to make new covenants, even if the landowner would rather not. The by-laws of homeowner's associations typically contain some procedure by which the CC&Rs can be changed and added to, even in the absence of universal agreement to those changes. Perhaps the best analogy to the role the board of directors of a homeowner's association plays with respect to its members is the role the board of

a municipal corporation plays vis-a-vis the people who own land within the city limits or the role a board of county commissioners plays vis-a-vis people who own land in the county. Both can restrict how a landowner is permitted to use his land and enforce those restrictions via monetary penalty. Homeowner's associations typically exercise similar power over their members. Often, they can force a homeowner to make a covenant the homeowner does not wish to make about how the homeowner will or will not use her land and can enforce compliance with that promise.

But that doesn't change the nature of the promise being made by the homeowner. Even when a homeowner's association, by whatever internal process is designated under its by-laws, forces an individual homeowner to alter or add to the covenants, conditions, and restrictions he made when he purchased his land, he is not making that new promise to the association. He is making that covenant to the other landowners who are members of the association. The fact that the landowners have agreed to a process by which the association may alter and enforce their promises to each other doesn't change the fact that they are making promises to each other. It doesn't mean the landowners have divested themselves of enforcement power or that the landowners have transferred their interests in that promise to the corporation.

Certainly, landowners could do so. Parties to contracts frequently agree to have their disputes settled by binding arbitration, rather than litigation, and courts will enforce those promises. People often assign their legal rights to others. Intervenor disavow having done either. That is a question for another day. It is sufficient for this motion that when members of a corporation grant the corporation the power to enforce their mutual promises to each other, perhaps to avoid the members having to sue each other to enforce such promises, they do not necessarily and automatically divest themselves of the ability to come to the court as individuals and ask the court to enforce those promises.

Intervenors' claims are not derivative claims. Intervenors are not alleging that LB River Club made covenants to Plantation Master Association, Inc., that Intervenors are trying to enforce. If Plantation Master Association, Inc., hired a landscaping company to mow common areas owned by Plantation Master Association, Inc., and Intervenors were seeking to obtain damages on behalf of the corporation for breach of that promise, or were seeking some declaration about the nature and extent of that contract, that would be a derivative action. It would be a derivative action because the promise was one between the landscaping company and Plantation Master Association, Inc. Intervenors' claims here are different. They are not alleging that LB River Club made any promises Plantation Master Association, Inc.

The Intervenors are alleging that LB River Club made promises to them individually. They ask the Court to declare the existence and extent of those promises. They allege that Plantation Master Association, Inc. was created either simultaneously, after those promises were made, for the purpose of enforcing those promises, but they allege LB River Club made promises to them individually. Therefore, the Intervenor's claims are not claims "brought in the right of a domestic or foreign nonprofit corporation to procure a judgment in its favor."

LB River Club cites to *Murray v. Lexington Park of Fulton County Community Association, Inc.*, 904 S.E.2d 119 (Ga. Ct. App. 2024), in support of both its arguments. In *Murray*, several members of a homeowner's association sued the association itself alleging the association had breached fiduciary duties owed to all the members and had breached its contractual agreements with all the members in various ways. The Georgia Court of Appeals affirmed the trial court's grant of a motion to dismiss recognizing that, under Georgia law, challenges to the procedures by which a corporation has elected its officers, or changed its by-laws, or the ways in which it has used its funds are derivative suits. *Id.* at 124.

The Georgia Court of Appeals also decided that the homeowners in *Murray* lacked standing to bring a direct action, despite recognizing that Georgia law provides for direct actions by members of a corporation against the corporation and despite acknowledging that the by-laws of the corporation “appears to create a right for individual members of the Association to enforce the Declaration and the Bylaws.” *Id.* at 125. The Court of Appeals’ reasoning on this point is obtuse. To the extent it is understandable, it is unpersuasive.

The Georgia Court of Appeals held that the language— “[f]ailure to comply with...the Bylaws...shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by....an aggrieved Owner”—did not “specifically create a right to bring such an enforcement action as a direct action.” *Id.* at 124. The Court of Appeals held that the failure to specify what type of legal action the aggrieved owner could maintain was somehow fatal to plaintiffs’ claims in *Murray*. Why that was so under Georgia law is not clear from the opinion.

Murray is distinguishable. Intervenor’s claims are different. They have not sued Plantation Master Association, Inc. They do not allege any defects in how Plantation has conducted itself. They simply claim that LB River Club made promises to them about how LB River Club will and will not use its land and they wish the Court to declare the existence and extent of that promise.

Intervenor’s claim is that LB River Club promised them as individuals that LB River Club would not make certain types of improvements to its land without first seeking the approval of Plantation Master Association, Inc. LB River Club views this as a right held by Plantation to grant or deny permission that Intervenor’s are trying to assert on behalf of the corporation. The Court disagrees. As discussed above, restrictive covenants are covenants made between property owners, even if the agreement is that the owners will let some corporation settle their disputes.

Seeking to enforce or to declare the nature and extent of those covenants is not an action to enforce a right held by the corporation.

LB River Club also argues that Intervenor is trying to enforce the rights of the other landowners, including Plantation Master Association, Inc., which also owns land. It argues Intervenor is essentially trying to enforce a promise LB River Club made to everyone in the association, including Plantation itself; thus, this is a derivative suit. The Court disagrees.

Where one landowner has made identical promises to multiple other landowners, certainly a suit by one to enforce that promise may have some practical benefits to the others. However, the fact that there may be other landowners in similar situations who could allege that LB River Club made them identical promises, but have chosen not to, is irrelevant here. It does not change the nature of Intervenor's claims. CC&Rs generally³ are the functional equivalent of many separate promises between individual landowners. Any aggrieved landowner has the right to enforce the promises made to him by any other owner, even if his neighbors do not wish to enforce the identical promises that other owner made to them. If an association exists that could bring suit, and the aggrieved owner can't persuade the association to bring suit on behalf of all the members, the aggrieved landowner simply must bear the cost of enforcement himself, rather than sharing those costs with the other members of the association.

To hold otherwise would leave some landowners free to breach their restrictive covenants with impunity. Imagine a landowner who is erecting a structure on his land in violation of a county zoning ordinance as well as a restrictive covenant. A neighbor complains, but because the landowner is politically influential, the county declines to enforce its zoning ordinance. For similar reasons, the homeowner's association's board of directors declines to enforce the restrictive covenant. The neighbor also can't convince enough of the other members to bring a

derivative suit, perhaps because his land is the only land negatively impacted. Is the neighbor without a remedy in the courts? Is he entirely dependent upon the political process to elect new county commissioners and new corporate officers who are willing to enforce the rules and promises against everyone? Holding that to be a derivative suit barred by I.C. § 30-30-411 would yield the seemingly absurd result that the neighbor is bereft of a remedy at law simply because the association in which he is a member chose to incorporate. Section 30-30-411 would not bar him from suing if he was a member of an unincorporated association. Section 30-30-411 would not bar him from suing if he had sold that portion of his land to that builder and the builder had made the restrictive covenant to him, outside of any association. Yet in each case the nature of the covenant and the nature of the suit to enforce it are the same. The language of I.C. § 30-30-411 does not compel reaching such inconsistent results. Simply because LB River Club may have made similar promises to Plantation Master Association, Inc, as the owner of adjacent land, does not turn the Intervenor's attempts to enforce restrictive covenants they allege LB River Club made to them into a derivative action.

Where Intervenor's complaint is based in contract and Intervenor's are alleging that LB River Club made promises to them individually as owners of their parcels of land, not promises to Plantation Master Association, Inc., Intervenor's have not alleged a suit to enforce a right held by the corporation. Therefore, I.C. § 30-30-411 is inapplicable here.

The motion to dismiss is DENIED.



5/13/2025 4:22:49 PM

JONATHAN MEDEMA
District Judge

³ Again, the Court is expressing no views at this point regarding the language of the "Master Declaration" at issue.

CERTIFICATE OF SERVICE

I hereby certify that on 5/14/2025 10:54:51 AM, I mailed (served) a true and correct copy of the within instrument to:

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DAVID H. LEROY ATTORNEY AT LAW 802 WEST BANNOCK STREET, SUITE 201 BOISE, IDAHO 83702 dave@dleroy.com	<input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Interdepartmental Mail <input checked="" type="checkbox"/> Electronic Mail <input type="checkbox"/> Facsimile
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Clerk of the Court

By: E. Child
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Attorneys for LB River Club Owner LLC

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

PLANTATION MASTER ASSOCIATION,
INC. An Idaho Nonprofit Corporation,

Plaintiff,

And

DR. JOHN AND LYNN LIVINGSTON,
DEBRA K. RIEDEL, ERIC AND ANDREA
FOGLEMAN, DAVID AND JEANNE
PATTERSON, JON AND CHERIE BOLT,
CHRISTINE SIMON, LOUIS AND
MARILYN STODDARD, DAVID AND
MARYAM STACHOFKY,

Plaintiff-Intervenors,

v.

LB RIVER CLUB OWNER LLC, a
Delaware Limited Liability Company; and
DOES 1-V, unknown devisees whose true
names are unknown and who may claim an
interest in the real property legally described
in Exhibit 2 to the Complaint in this action,

Defendants.

Case No. CV01-24-18820

**LB RIVER CLUB OWNER LLC'S
ANSWER TO AMENDED COMPLAINT
IN INTERVENTION FOR
DECLARATORY RELIEF**

COMES NOW, Defendant LB River Club Owner LLC ("Defendant" or "LB River Club"), by and through its attorneys of record, GIVENS PURSLEY LLP, and in answer to the

Amended Complaint in Intervention for Declaratory Relief ("Complaint") of Plaintiffs-Intervenors, Dr. John and Lynn Livingston, Debra K. Riedel, Eric and Andrea Fogelman, David and Jeanne Patterson, Jon and Cherie Bolt, Christine Simon, Louis and Marilyn Stoddard and David and Maryam Stachofsky ("Plaintiffs-Intervenors"), admits, denies, and otherwise answers as follows:

FIRST DEFENSE

The Complaint fails to state a claim upon which relief can be granted.

SECOND DEFENSE

Each and every allegation not specifically admitted herein is hereby denied.

THIRD DEFENSE

With respect to the specific allegations contained in the enumerated paragraphs in the Complaint, LB River Club states as follows:

1. In response to Paragraph 1 of the Complaint, such allegations call for a legal conclusion to which no admission or denial is warranted. To the degree an admission or denial is warranted, the allegations are denied.

2. In response to Paragraph 2 of the Complaint, to the extent the allegations describe the language of a deed and/or the Master Declaration of Covenants, Conditions and Restrictions of the Plantation (the "Covenants"), those documents speak for themselves. To the extent an admission or denial is warranted, LB River Club is without sufficient knowledge of the allegations contained in Paragraph 2 of the Complaint to admit or deny such allegations and, therefore, denies the same.

3. LB River Club admits the allegations contained in Paragraph 3 of the Complaint. LB River Club, however, affirmatively states that upon the acquisition of the real property at

issue (the “Golf Course”), LB River Club simultaneously entered into a lease with the prior owner, River Club Boise, LLC (the “River Club”). Through that lease, the River Club retained the control, management, and operation of the Golf Course.

4. In response to Paragraph 4 of the Complaint, the allegations call for a legal conclusion to which no admission or denial is warranted. To the extent the allegations do not call for a legal conclusion, LB River Club is without sufficient knowledge of the allegations contained in Paragraph 4, including all subparts, of the Complaint to admit or deny such allegations and, therefore, denies the same.

5. LB River Club is without sufficient knowledge of the allegations contained in Paragraph 5 of the Complaint to admit or deny such allegations and, therefore, denies the same.

6. In response to Paragraph 6 of the Complaint, such allegations call for a legal conclusion to which no admission or denial is warranted. To the degree an admission or denial is warranted, the allegations are denied.

COUNT I – DECLARATORY JUDGMENT

7. In response to Paragraph 7 of the Complaint, such allegations call for a legal conclusion to which no admission or denial is warranted. To the degree an admission or denial is warranted, the allegations are denied.

8. In response to Paragraph 8 of the Complaint, such allegations call for a legal conclusion to which no admission or denial is warranted. To the degree an admission or denial is warranted, the allegations are denied.

9. In response to Paragraph 9 of the Complaint, the Covenants speak for themselves.

10. In response to Paragraph 10 of the Complaint, the Covenants speak for themselves. To the extent such allegations call for a legal conclusion, no admission or denial is warranted. To the degree an admission or denial is warranted, the allegations are denied.

11. In response to Paragraph 11 of the Complaint, the Covenants speak for themselves. To the extent such allegations call for a legal conclusion, no admission or denial is warranted. To the degree an admission or denial is warranted, the allegations are denied.

12. LB River Club is without sufficient knowledge of the allegations contained in Paragraph 12 of the Complaint to admit or deny such allegations and, therefore, denies the same. As previously stated, LB River Club does not control, manage, or operate the Golf Course.

13. LB River Club is without sufficient knowledge of the allegations contained in Paragraph 13 of the Complaint to admit or deny such allegations and, therefore, denies the same. However, LB River Club affirmatively states that, to the best of its knowledge, the Plantation Master Association, Inc. ("Master Association") has never taken the position that the Golf Course is required to seek approval from the AECC when constructing improvements prior to the events leading to this lawsuit. In fact, it is LB River Club's understanding that the Master Association has consistently maintained that the Covenants do not apply to the Golf Course. ✓

14. In response to Paragraph 14 of the Complaint, the allegations call for a legal conclusion to which no admission or denial is warranted. To the degree an admission or denial is warranted, the allegations are denied. With respect to the remaining allegations, LB River Club is without sufficient knowledge to admit or deny such allegations and, therefore, denies the same.

15. In response to the allegations contained in Paragraph 15 of the Complaint, LB River Club admits only that it denies the Golf Course is subject to the Covenants thus it does not need to seek AECC approval of any improvements.

16. In response to Paragraph 16 of the Complaint, such allegations call for a legal conclusion to which no admission or denial is warranted. To the degree an admission or denial is warranted, the allegations are denied.

17. LB River Club admits the allegations contained in Paragraph 17 of the Complaint.

18. LB River Club is without sufficient knowledge of the allegations contained in Paragraph 18 of the Complaint to admit or deny such allegations and, therefore, denies the same.

19. In response to Paragraph 19 of the Complaint, to the extent the allegations referencing taking “no action” requires a legal conclusion, no admission or denial is warranted. To the degree an admission or denial is warranted, LB River Club is without sufficient knowledge of the allegations contained in Paragraph 19 of the Complaint to admit or deny such allegations and, therefore, denies the same.

20. In response to Paragraph 20 of the Complaint, LB River Club admits only that the Court filed its Order on January 15, 2025. The Order and the terms thereof speak for themselves.

21. LB River Club is without sufficient knowledge of the allegations contained in Paragraph 21 of the Complaint to admit or deny such allegations and, therefore, denies the same.

22. In response to Paragraph 22 of the Complaint, LB River Club admits only that the original Complaint for Declaratory Relief was dismissed based on approval by the Board. LB River Club further admits only that the notice of violation was rescinded and/or withdrawn. To the extent there are remaining allegations, LB River Club is without sufficient knowledge of the

allegations contained in Paragraph 22 of the Complaint to admit or deny such allegations and, therefore, denies the same.

23. In response to Paragraph 23 of the Complaint, LB River Club admits only that a Notice of Dismissal was filed and there is no longer a plaintiff in this lawsuit, leaving only the remaining intervenors claiming to have an interest in this lawsuit.

24. In response to Paragraph 24 of the Complaint, such allegations call for a legal conclusion to which no admission or denial is warranted. To the degree an admission or denial is warranted, the allegations are denied.

25. LB River Club is without sufficient knowledge of the allegations contained in Paragraph 25 of the Complaint to admit or deny such allegations and, therefore, denies the same.

26. In response to Paragraph 26 of the Complaint, the allegations call for a legal conclusion to which no admission or denial is warranted. To the degree an admission or denial is warranted, the allegations are denied.

27. In response to Paragraph 27 of the Complaint, the allegations call for a legal conclusion to which no admission or denial is warranted. To the degree an admission or denial is warranted, all allegations are denied.

28. In response to Paragraph 28 of the Complaint, such allegations call for a legal conclusion to which no admission or denial is warranted. To the degree an admission or denial is warranted, the allegations are denied.

29. In response to Paragraph 29 of the Complaint, the allegations call for a legal conclusion to which no admission or denial is warranted. To the degree an admission or denial is warranted, the allegations are denied.

30. In response to Paragraph 30 of the Complaint, the allegations call for a legal conclusion to which no admission or denial is warranted. To the degree an admission or denial is warranted, the allegations are denied.

REQUEST FOR RELIEF

LB River Club Owner LLC denies that Plaintiffs-Intervenors are entitled to any of the relief they seek.

AFFIRMATIVE DEFENSES

The following defenses are not stated separately as to each claim for relief or allegation of Plaintiffs-Intervenors. Nevertheless, the following defenses are applicable where appropriate, to any and all of Plaintiffs-Intervenors' claims for relief. In asserting these defenses, LB River Club does not admit the burden of proving allegations or denials contained in this Answer is upon it, but, to the contrary, asserts that by reason of these denials, and by reason of relevant statutory and judicial authority, the burden of proving the inverse of the allegations contained in the defenses is upon Plaintiffs-Intervenors. Moreover, in asserting any defense, LB River Club does not admit any responsibility or liability, but rather specifically denies any and all allegations of damages, responsibility, and liability in the Complaint.

Further, LB River Club has not yet had a reasonable opportunity to complete discovery. Due to the possibility that facts and circumstances may hereafter be discovered which may substantiate additional affirmative defenses, LB River Club reserves the right to amend its answer to allege those further defenses when discovered.

FIRST AFFIRMATIVE DEFENSE

Plaintiffs-Intervenors have failed, refused, and/or neglected to take reasonable steps to mitigate its damages, if any, thus barring or diminishing any recovery by Plaintiffs-Intervenors.

SECOND AFFIRMATIVE DEFENSE

Plaintiffs-Intervenors' claims are barred, in whole or in part, by the doctrines of estoppel (all variants), waiver, unclean hands, and/or laches. ✓

THIRD AFFIRMATIVE DEFENSE

Plaintiffs-Intervenors' claims are barred, in whole or in part, by failing to satisfy the requirements set forth in Idaho Rule of Civil Procedure 78 and the Idaho Nonprofit Corporation Act, I.C. §§ 30-30-101, *et seq.*, for a derivative suit.

FOURTH AFFIRMATIVE DEFENSE

Plaintiffs-Intervenors lack standing.

ATTORNEYS' FEES AND COSTS

LB River Club has been forced to retain counsel to defend this action and has incurred, and will continue to incur, attorneys' fees and costs. LB River Club is entitled to recover from Plaintiffs-Intervenors its reasonable costs and attorneys' fees incurred in this matter pursuant to Idaho Code sections 12-120(3) and 12-121, Idaho Rule of Civil Procedure 54, the terms of any agreements entered into between the parties, and any other applicable agreement, rule, or statute authorizing a fee or cost award.

PRAYER FOR RELIEF

WHEREFORE, LB River Club Owner LLC prays for judgment, decree and order as follows:

1. That Plaintiffs-Intervenors' Complaint be dismissed with prejudice and that Plaintiffs-Intervenors take nothing thereunder;
2. That LB River Club be awarded its costs, expenses and attorneys' fees incurred in the course of defending this matter pursuant to the request and provisions cited above; and

3. That LB River Club be granted such other equitable or legal relief as the Court may deem reasonable, just, and proper under the circumstances.

DATED May 28, 2025

GIVENS PURSLEY LLP

By /s/ Alexander P. McLaughlin
Alexander P. McLaughlin – Of the Firm
Matthew E. Liebertz – Of the Firm
Attorneys LB River Club Owner LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on May 28, 2025, I caused a true and correct copy of the foregoing **LB RIVER CLUB OWNER LLC'S ANSWER TO AMENDED COMPLAINT IN INTERVENTION FOR DECLARATORY RELIEF** to be served by the method indicated below, and addressed to the following:

Brindee Collins
Collins Law
6126 West State Street
Boise Idaho 83703
Attorneys for Plaintiff

☐ U.S. Mail
☐ Facsimile
☐ Hand Delivery
☐ Overnight Delivery
☒ iCourt
brindee@collinslawidaho.com

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Attorneys for Plaintiffs-Intervenors

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/s/ Alexander P. McLaughlin
Alexander P. McLaughlin

Electronically Filed
3/4/2025 10:17 AM
Fourth Judicial District, Ada County
Trent Tripple, Clerk of the Court
By: Griffin Hatcher, Deputy Clerk

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ADA COUNTY RECORDER Trent Tripple
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Attorneys for Plaintiff - Intervenors

IN THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

PLANTATION MASTER ASSOCIATION,)
INC. An Idaho Nonprofit Corporation,)

Plaintiff,)

and)

DR. JOHN AND LYNN LIVINGSTON,)
DEBRA K. RIEDEL, ERIC AND)
ANDREA FOGLEMAN, DAVID AND)
JEANNE PATTERSON, JOHN AND)
CHERIE BOLT, CHRISTINE SIMON,)
LOUIS AND MARILYN STODDARD,)
DAVID AND MARYAM)
STACHOFSKY,)

Plaintiff-Intervenors,)

v.)

LB RIVER CLUB OWNER, LLC, a)
Delaware Limited Liability Company; and)
DOES 1-V, unknown devisees whose true)

Case No. CV01-24-18820

LIS PENDENS

names are unknown and who may claim an)
interest in the real property legally)
described in Exhibit 2 to the Complaint in)
this action,)

Defendants.)
_____)

PLEASE TAKE NOTICE that the above named Plaintiff-Intervenors are bringing an action for interpretation of a Master Declaration which restricts the right of subdivision and other development rights against the above-named Defendants. The property in this county affected thereby is described as follows: (*See Exhibits A-E attached hereto*). Pursuant to I.C. § 5-505, all persons are charged with notice of this action.

DATED This 4th day of March, 2025.

/s/ J. Kahle Becker

Kahle Becker, Attorney for the Plaintiff-Intervenors

STATE OF IDAHO }
COUNTY OF ADA } ss
I, Trent Tripple, Clerk of the District Court of
the Fourth Judicial District of the State of Idaho,
in and for the County of Ada, do hereby certify that
the foregoing is a true and correct copy of the original
on file in this office. In witness whereof, I have hereunto
set my hand and affixed my official seal this 4 day
of March, 2025
TRENT TRIPPLE IDAHO
By [Signature] Deputy
CLERK OF DISTRICT COURT
FOURTH JUDICIAL DISTRICT
COUNTY OF ADA

CERTIFICATE OF SERVICE

I hereby certify that on this 4th, day of March, 2025 I caused a true and correct copy of the within instrument to be delivered by email to:

Wyatt B. Johnson
Johnson May
199 N. Capitol Blvd., Suite 200
Boise, Idaho 83702
wbj@johnsonmaylaw.com

Brindee Collins
Collins Law
6126 W. State Street
Boise, Idaho 83703
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Nicole C. Hancock
101 S. Capitol Boulevard, Suite 1900
Boise, ID 83702
nicole.hancock@stoel.com

/s/ J. Kahle Becker
Kahle Becker, Attorney for the
Plaintiff-Intervenors

EXHIBIT A

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Ada, State of Idaho, described as follows:

Parcel A:

A parcel of land located in Sections 19 and 30 of Township 4 North, Range 2 East, Boise Meridian, and Sections 24 and 25 of Township 4 North, Range 1 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the One Quarter Section Corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the Section Corner common to Sections 19, 20, 29 and 30 of said Township 4 North, Range 2 East bears South 89°11'32" East, 2652.17 feet distant); Thence from said One Quarter Section Corner, South 87°19'38" West, a distance of 1889.62 feet (formerly described as South 87°19'41" West, 1889.58 feet) to the Southeasterly corner of Lot 16, Block 1 of Plantation Acres Subdivision, recorded in Book 14 of Plats at Page 941 of Ada County Records, said point being on the Southerly Right-of-Way line of West State Street and being the POINT OF BEGINNING;

Thence South 45° 50' 38" West, a distance of 452.33 feet (formerly described as South 45° 44' 14" West, 449.59 feet) on the southerly line of said Plantation Acres Subdivision to the southwesterly lot corner of Lot 1, Block 1 of Elmore Lake Townhomes Subdivision, recorded in Book 75 of Plats at Page 7722 of Ada County Records;

Thence North 48° 49' 22" West, a distance of 169.40 feet (formerly described as North 48° 55' 46" West, 169.72 feet) on the westerly line of said Elmore Lake Townhomes Subdivision and said line extended; Thence North 21° 10' 21" West, a distance of 350.24 feet (formerly described as North 21° 15' 46" West, 351.16') on the westerly line of those Deeds recorded as Instrument Numbers 100079629, 2016-125750, 112109226 and 2021-053038 of Ada County Records;

Thence North 14° 45' 22" West, a distance of 175.12 feet (formerly described as North 14° 51' 46" West, 172.06 feet) on the westerly line of that Deed recorded as Instrument Number 9014579 of Ada County Records;

Thence North 12° 00' 17" West, a distance of 49.57 feet to a point on the westerly line of that parcel of land shown on Record of Survey Number 10780 of Ada County Records;

Thence North 56° 51' 51" West, a distance of 753.13 feet (formerly described as North 56° 57' 18" West) on the westerly line said Record of Survey Number 10780 parcel;

Thence North 50° 20' 53" West, a distance of 273.01 feet (formerly described as North 49° 49' 19" West, 273.53 feet) on the westerly line of said Record of Survey Number 10780 parcel to the northeast corner of Lot 5, Block 1 of Lake Plantation Subdivision, recorded in Book 56 of Plats at Page 5210 of Ada County Records;

Thence on the northerly and easterly boundary line of said Lake Plantation Subdivision for the following courses and distances:

Thence South 42° 56' 16" West, a distance of 201.60 feet;

Thence South 61° 24' 07" East, a distance of 225.34 feet;

Thence South 83° 24' 28" East, a distance of 188.28 feet;

Thence South 62° 24' 09" East, a distance of 244.87 feet;

Thence South 41° 23' 21" East, a distance of 469.65 feet;

Thence South 14° 52' 30" East, a distance of 195.00 feet to the northeast corner of Lot 12, Block 1 of The Townhouse at Plantation No. 1 (Subdivision);

Thence leaving the easterly boundary line of said Lake Plantation Subdivision and on the exterior boundary line of said The Townhouse at Plantation No. 1 (Subdivision) for the following courses and

distances:

Thence South 14° 52' 30" East, a distance of 200.00 feet (formerly described as 200.01 feet);

Thence South 25° 26' 10" East, a distance of 200.00 feet;

Thence South 61° 37' 31" West, a distance of 265.00 feet;

Thence North 24° 24' 40" West, a distance of 393.00 feet to the southwest corner of Lot 26, Block 1 of said Lake Plantation Subdivision;

Thence leaving the exterior boundary line of said The Townhouse at Plantation No. 1 (Subdivision) and on the exterior boundary line of said Lake Plantation Subdivision for the following courses and distances:

Thence North 24° 22' 31" West, a distance of 406.94 feet;

Thence North 28° 58' 08" West, a distance of 288.31 feet to a point of curve;

Thence 137.53 feet on the arc of a curve to the left, said curve having a radius of 74.71 feet, a central angle of 105° 28' 35", a chord bearing of North 81° 42' 14" West, and a chord length of 118.92 feet;

Thence South 45° 33' 41" West, a distance of 197.78 feet to a point of curve on the northerly right of way line of West Riverside Drive;

Thence 271.85 feet on the arc of a curve to the left, said curve having a radius of 335.00 feet, a central angle of 46° 29' 41", a chord bearing of North 71° 01' 20" West, and a chord length of 264.45 feet to a point of compound curve, said point being the southwest corner of Lot 1, Block 1 of said Lake Plantation Subdivision;

Thence leaving the exterior boundary line of said Lake Plantation Subdivision and on the northerly right of way line of West Riverside Drive for the following course and distances:

Thence 59.13 feet on the arc of a curve to the left, said curve having a radius of 335.00 feet, a central angle of 10° 06' 48", a chord bearing of South 80° 29' 17" West, and a chord length of 59.05 feet;

Thence South 75° 36' 16" West, a distance of 97.42 feet to a point of curve;

Thence 45.81 feet on the arc of a curve to the right, said curve having a radius of 175.00 feet, a central angle of 14° 59' 55", a chord bearing of South 83° 06' 16" West, and a chord length of 45.68 feet;

Thence North 89° 22' 40" West, a distance of 339.36 feet (formerly described as North 89° 23' 44" West, a distance of 338.95 feet) to a point of curve;

Thence 31.34 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of 89° 46' 49", a chord bearing of North 44° 30' 56" West, and a chord length of 28.23 feet (formerly described as arc length of 31.28 feet, a central angle of 89° 37' 07" and a chord length of 28.19 feet) to a point on the easterly right of way line of North Glenwood Street;

Thence leaving the northerly right of way line of West Riverside Drive, South 00° 00' 47" East, a distance of 90.11 feet (formerly described as 90.00 feet) on the easterly right of way line of North Glenwood Street to a point of curve;

Thence 31.63 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of 90° 37' 58", a chord bearing of North 45° 23' 29" East, and a chord length of 28.44 feet (formerly described as arc length of 31.54 feet, a central angle of 90° 20' 52" and a chord length of 28.37 feet) on the southerly right of way line of West Riverside Drive;

Thence South 89° 22' 40" East, a distance of 338.36 feet (formerly described as 338.38 feet) to a point of curve on the northerly boundary line of Daron Subdivision No. 1, recorded in Book 86 of Plats at Page 9709 of Ada County Records;

Thence on the exterior boundary line of said Daron Subdivision No. 1 for the following courses and distances:

Thence 58.90 feet on the arc of a curve to the left, said curve having a radius of 225.00 feet, a central angle of 14° 59' 55", a chord bearing of North 83° 06' 15" East, and a chord length of 58.73 feet (formerly described as arc length of 58.91 feet, a central angle of 15° 00' 03" and a chord length of 58.74 feet);

Thence North 75° 53' 11" East, a distance of 72.22 feet (formerly described as 72.42 feet);

Thence South 21° 34' 52" West, a distance of 399.97 feet (formerly described as 400.00 feet);

Thence South 17° 05' 34" West, a distance of 264.29 feet (formerly described as South 17° 06' 38" West,

264.53 feet) to a point of curve;

Thence leaving the exterior boundary line of said Daron Subdivision No. 1, 156.01 feet on the arc of a curve to the left, said curve having a radius of 117.00 feet, a central angle of 76° 23' 49", a chord bearing of South 21° 00' 10" East, and a chord length of 144.70 feet (formerly described as arc length of 155.83 feet, a central angle of 76° 18' 49", a chord bearing of South 21° 05' 10" East and a chord distance of 144.57 feet);

Thence South 59° 24' 46" East, a distance of 30.22 feet (formerly described as South 59° 20' 16" East, 30.10 feet) to a point of curve;

Thence 127.59 feet on the arc of a curve to the right, said curve having a radius of 153.00 feet, a central angle of 47° 46' 45", a chord bearing of South 35° 24' 47" East, and a chord length of 123.92 feet (formerly described as an arc length of 127.58 feet, a central angle of 47° 46' 41", a chord bearing of South 35° 26' 54" East, and a chord distance of 123.92 feet);

Thence South 11° 24' 39" East, a distance of 38.15 feet (formerly described as South 11° 33' 32" East, 38.45 feet) to a point on the toe of slope of the Corps of Engineers Dike – Northside of the Boise River;

Thence South 63° 24' 25" East, a distance of 169.57 feet (formerly described as South 63° 23' 44" East, 169.37 feet);

Thence South 50° 09' 19" East, a distance of 398.28 feet (formerly described as South 50° 09' 09" East, 398.13 feet);

Thence South 59° 28' 14" East, a distance of 160.51 feet;

Thence South 66° 28' 01" East, a distance of 310.74 feet;

Thence South 76° 23' 44" East, a distance of 337.01 feet;

Thence South 57° 03' 44" East, a distance of 81.56 feet;

Thence leaving the toe of slope of the Corps of Engineers Dike – Northside of the Boise River, and on the Northerly Bank of the Boise River for the following courses and distances:

Thence South 32° 56' 16" West, a distance of 39.00 feet;

Thence South 22° 05' 38" East, a distance of 137.41 feet;

Thence South 43° 08' 44" East, a distance of 37.11 feet;

Thence South 13° 07' 42" East, a distance of 61.01 feet (formerly described as South 13° 08' 44" East, 60.68 feet) to a point on the westerly boundary line of Wanner's Plantation Estates Subdivision, recorded in Book 59 of Plats at Page 5680 of Ada County Records;

Thence leaving the Northerly Bank of the Boise River and on the exterior boundary line of said Wanner's Plantation Estates Subdivision for the following courses and distances:

Thence North 06° 50' 28" West, a distance of 141.06 feet (formerly described as 140.53 feet);

Thence North 88° 24' 32" East, a distance of 226.06 feet;

Thence North 66° 38' 09" East, a distance of 14.80 feet (formerly described as 15.00 feet);

Thence North 04° 04' 54" West, a distance of 106.77 feet;

Thence North 89° 54' 16" East, a distance of 49.61 feet;

Thence South 51° 49' 18" East, a distance of 161.90 feet (formerly described as 161.80 feet);

Thence South 39° 30' 44" East, a distance of 413.96 feet (formerly described as 413.97 feet);

Thence South 31° 55' 28" East, a distance of 73.32 feet;

Thence South 10° 40' 13" East, a distance of 131.12 feet (formerly described as South 10° 40' 28" East, 131.28 feet) to the southeast corner of Lot 1, Block 1 of said Wanner's Plantation Estates Subdivision;

Thence leaving said Wanner's Plantation Estates Subdivision,

South 08° 51' 11" East, a distance of 46.30 feet (formerly described as South 08° 50' 40" East, 46.13 feet) to the northerly lot corner common to Lots 12 and 13, Block 6 of The Plantation No. 3 (Subdivision), recorded in Book 51 of Plats at Page 4249 of Ada County Records;

Thence on the exterior boundary line of said The Plantation No. 3 (Subdivision) for the following courses and distances:

Thence South 84° 22' 18" East, a distance of 176.62 feet (formerly described as 174.93 feet and 176.62 feet);

Thence South 47° 22' 18" East, a distance of 129.60 feet;

Thence South 21° 22' 18" East, a distance of 420.00 feet to the northeast corner of Lot 6, Block 5 of The Plantation No. 1 (Subdivision), recorded in Book 44 of Plats at Page 3529 of Ada County Records;

Thence leaving the exterior boundary line of said The Plantation No. 3 (Subdivision) and on the exterior boundary line of said The Plantation No. 1 (Subdivision) for the following courses and distances: Thence South 21° 22' 18" East, a distance of 372.26 feet (formerly described as 372.25 feet) to the northwest corner of Lot 2, Block 5 of said The Plantation No. 1 (Subdivision);

Thence South 10° 37' 42" West, a distance of 115.94 feet to a point on a curve on the northerly right of way line of West Plantation Drive;

Thence 122.17 feet on the arc of a curve to the left, said curve having a radius of 175.00 feet, a central angle of 39° 59' 55", a chord bearing of North 80° 37' 39" East, and a chord length of 119.70 feet (formerly described as an arc length of 122.18 feet, a central angle of 40° 00' 04" and a long chord of 119.71 feet);

Thence North 60° 37' 38" East, a distance of 41.36 feet on said northerly right of way line to southeast corner of Lot 2, Block 5 of said The Plantation No. 1 (Subdivision);

Thence North 04° 19' 15" West, a distance of 139.50 feet (formerly described as 139.20 feet) to the lot corner common to said Lot 2, Block 5 of said The Plantation No. 1 (Subdivision) and Lot 21, Block 4 of The Plantation No. 4 (Subdivision), recorded in Book 58 of Plats at Page 5480 of Ada County Records;

Thence on the exterior boundary line of said The Plantation No. 4 (Subdivision) for the following courses and distances:

Thence North 10° 22' 20" West, a distance of 655.71 feet (formerly described as 655.72 feet);

Thence North 59° 42' 23" East, a distance of 181.76 feet, (formerly described as North 59° 40' 15" East);

Thence South 63° 40' 13" East, a distance of 180.00 feet (formerly described as South 63° 42' 24" East);

Thence South 04° 23' 44" East, a distance of 611.10 feet (formerly South 04° 23' 41" East, a distance of 611.30 feet) to the lot corner common to Lot 4, Block 4 of said The Plantation No. 4 (Subdivision), and Lot 2, Block 4 of said The Plantation No. 1 (Subdivision) the exterior boundary line of said The Plantation No. 4 (Subdivision); Thence leaving the exterior boundary line of said The Plantation No. 4

(Subdivision), South 04° 16' 03" East, a distance of 89.80 feet (formerly described as 89.83 feet) to the southwest corner of Lot 2, Block 4 of said The Plantation No. 1 (Subdivision), being a point of curve on the northerly right of way line of West Plantation Drive;

Thence 99.04 feet on the arc of a curve to the right, said curve having a radius of 525.00 feet, a central angle of 10° 48' 30", a chord bearing of North 87° 19' 37" East, and a chord length of 98.89 feet (formerly described as an arc length of 97.13 feet, a central angle of 10° 36' 00" and a chord length of 96.99 feet);

Thence South 87° 16' 03" East, a distance of 81.64 feet on said northerly right of way line of West Plantation Drive to the southerly lot corner common to Lots 1 and 2, Block 4 of said The Plantation No. 1 (Subdivision);

Thence North 02° 43' 57" East, a distance of 100.00 feet to the northerly lot corner common to Lots 1 and 2, Block 4 of said The Plantation No. 1 (Subdivision), said corner being common to the southwest corner of Lot 1, Block 2 of Wedgewood Greens Subdivision, recorded in Book 60 of Plats at Page 6042 of Ada County Records;

Thence on the exterior boundary line of said Wedgewood Greens Subdivision for the following courses and distances:

Thence North 08° 26' 53" West, a distance of 326.70 feet (formerly described as 326.92 feet);

Thence North 00° 07' 06" West, a distance of 188.46 feet (formerly described as 188.09 feet);

Thence South 88° 30' 12" East, a distance of 132.56 feet (formerly described as 132.47 feet);

Thence South 33° 37' 54" East, a distance of 164.84 feet (formerly described as 164.92 feet) to a point of curve;

Thence 35.48 feet on the arc of a curve to the right, said curve having a radius of 50.00 feet, a central angle of 40° 39' 26", a chord bearing of South 13° 18' 11" East, and a chord length of 34.74 feet (formerly described as a central angle of 40° 39' 24");

Thence South 89° 56' 27" East, a distance of 114.18 feet (formerly described as North 89° 54' 24" East);

Thence South 00° 07' 01" East, a distance of 8.48 feet (formerly described as South 00° 33' 04" West,

8.42 feet);

Thence leaving the exterior boundary line of said Wedgewood Greens Subdivision, South 89° 24' 43" East, a distance of 117.62 feet (formerly described as South 89° 23' 00" East, 117.90 feet);

Thence North 00° 26' 19" East, a distance of 66.37 feet (formerly described as North 00° 37' 00" East, 66.04 feet) to the westerly lot corner common to Lots 2 and 3, Block 1 of Kessinger Subdivision, recorded in Book 73 of Plats at Page 7586 of Ada County Records;

Thence North 04° 05' 27" West, a distance of 59.75 feet (formerly described as North 04° 14' 01" West, 60.22 feet) on the westerly boundary line of said Kessinger Subdivision;

Thence North 13° 37' 08" West, a distance of 124.77 feet (formerly described as North 13° 30' 03" West, 124.75 feet) on the westerly line of Kessinger Subdivision;

Thence North 27° 49' 52" West, a distance of 198.57 feet (formerly described as North 27° 54' 15" West, 198.01 feet) on the westerly line of Kessinger Subdivision and the westerly boundary line of Savannah Greens Subdivision No. 4, recorded in Book 79 of Plats at Page 8455 of Ada County Records;

Thence North 38° 53' 07" West, a distance of 165.00 feet (formerly described as North 38° 51' 33" West) on the westerly boundary line of Savannah Greens Subdivision No. 4 to the westerly most boundary angle point of said Savannah Greens Subdivision No. 4;

Thence North 36° 22' 28" West, a distance of 203.82 feet (formerly described as North 36° 48' 46" West, 204.60 feet);

Thence North 43° 58' 14" West, a distance of 256.08 feet (formerly described as North 44° 07' 46" West);

Thence North 39° 39' 46" East, a distance of 268.62 feet (formerly described as North 39° 30' 14" East, 270.74 feet) to a point on the westerly right of way line of West State Street;

Thence North 50° 47' 44" West, a distance of 122.55 feet (formerly described as North 50° 48' 30" West, 121.13 feet) on the westerly right of way line of West State Street;

Thence North 50° 51' 55" West, a distance of 1449.31 feet (formerly described as 1449.43 feet) to a point of curve;

Thence 217.41 feet on the arc of a curve to the right, said curve having a radius of 17229.00 feet, a central angle of 00° 43' 23", a chord bearing of North 51° 38' 58" West, and a chord length of 217.41 feet (formerly described as an arc length of 217.09 feet, a central angle of 00° 43' 19" and a long chord of 217.09 feet) on the westerly right of way line of West State Street to the POINT OF BEGINNING.

PARCEL B:

A parcel of land located in Section 30 of Township 4 North, Range 2 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the One Quarter Section Corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the Section Corner common to Sections 19, 20, 29 and 30 of said Township 4 North, Range 2 East bears South 89°11'32" East, 2652.17 feet distant);

Thence from said One Quarter Section Corner, South 14°48'27" West, a distance of 2896.07 feet (formerly described as South 14°48'24" West, a distance of 2896.39 feet) to the Northeast corner of Lot 2, Block 1 of Orlovich's Plantation Subdivision, recorded in Book 58 of Plats at Pages 5633 to 5634 of Ada County Records, said point being on the Southerly Right of Way line of West Plantation Drive/Lane, and being the POINT OF BEGINNING;

Thence South 00° 07' 18" West, a distance of 139.89 feet (formerly described as 139.55 feet) to the northeast corner of Lot 3, Block 1 of Orlovich's Plantation Subdivision;

Thence South 88° 37' 32" West, a distance of 79.96 feet (formerly described as 80.26 feet) on said Lot Line;

Thence South 63° 36' 22" West, a distance of 74.51 feet (formerly described as 74.19 feet) on said Lot Line;

Thence South 76° 39' 22" West, a distance of 20.62 feet (formerly described as 20.71 feet) on said Lot Line;

Thence South 00° 38' 11" West, a distance of 256.01 feet (formerly described as 255.54 feet) on the westerly boundary line of said Orlovich's Plantation Subdivision and the westerly boundary of The Amended Plat of a Portion of Lot 1, and All of Lots 2, 3, 4, 5 and 6, Block 1, The Plantation No. 2 (hereinafter referred to as Amended Plat of Plantation No. 2), to a point on the westerly boundary of Lot 70, Block 1 of said Amended Plat of Plantation No. 2;

Thence on the exterior boundary line of Lot 70, Block 1, of said Amended Plat of Plantation No. 2 for the following courses and distances:

Thence South 58° 15' 54" West, a distance of 26.20 feet to a point of curve on the right-of-way line of Gramarcy Lane;

Thence 60.97 feet on the arc of a curve to the right, said curve having a radius of 45.00 feet, a central angle of 77° 37' 59", a chord bearing of South 06° 49' 19" West, and a chord length of 56.41 feet (formerly described as an arc length of 60.79, a central angle of 77° 23' 49" and a long chord of 56.27 feet) on the right-of-way line of Gramarcy Lane;

Thence South 44° 29' 21" East, a distance of 54.17 feet;

Thence South 00° 31' 36" West, a distance of 145.00 feet;

Thence North 89° 20' 48" West, a distance of 105.07 feet (formerly described as North 89° 28' 24" West, 105.00 feet);

Thence South 57° 39' 12" West, a distance of 77.34 feet (formerly described as South 57° 42' 27" West);

Thence South 52° 26' 01" East, a distance of 212.51 feet (formerly described as South 52° 27' 52" East, 212.38 feet);

Thence South 59° 58' 54" East, a distance of 120.71 feet;

Thence North 18° 33' 37" East, a distance of 135.10 feet;

Thence North 80° 43' 53" East, a distance of 360.80 feet (formerly described as 361.13 feet);

Thence South 89° 36' 39" East, a distance of 153.41 feet (formerly described as North 89° 43' 36" East, 153.71 feet);

Thence South 79° 23' 03" East, a distance of 205.39 feet (formerly described as South 78° 52' 56" East, 205.43 feet);

Thence South 68° 54' 25" East, a distance of 158.24 feet;

Thence South 62° 36' 21" East, a distance of 360.62 feet;

Thence South 89° 25' 48" East, a distance of 279.32 feet (formerly described as South 89° 34' 53" East, 280.00 feet);

Thence North 59° 52' 21" East, a distance of 68.97 feet (formerly described as North 60° 06' 58" East, 68.01 feet);

Thence North 19° 35' 18" East, a distance of 56.94 feet (formerly described as 56.66 feet) to the most easterly corner of Lot 47, Block 1 of said The Plantation No. 1 Subdivision, said point being on the southerly right-of-way line of West Sterling Lane/Drive, said point also being an angle point in the boundary line of Lot 70, Block 1 of said Amended Plat of Plantation No. 2;

Thence North 88° 28' 30" West, a distance of 15.47 feet to a point of curve;

Thence 62.74 feet on the arc of a curve to the right, said curve having a radius of 275.00 feet, a central angle of 13° 04' 16", a chord bearing of North 83° 19' 05" West, and a chord length of 62.60 feet (formerly described as an arc length of 62.40 feet, a central angle of 13° 00' 01" and a long chord of 62.26 feet) on the southerly right-of-way line of said West Sterling Lane/Drive;

Thence on the boundary line of said Amended Plat of Plantation No. 2 for the following courses and distances:

Thence South 58° 41' 52" West, a distance of 123.83 feet (formerly described as 123.88 feet);

Thence North 59° 19' 54" West, a distance of 80.07 feet (formerly described as 80.21 feet);

Thence North 44° 22' 16" West, a distance of 196.82 feet (formerly described as 196.43 feet);

Thence North 54° 27' 50" West, a distance of 179.53 feet (formerly described as 179.92 feet);

Thence North 59° 25' 23" West, a distance of 181.03 feet (formerly described as 180.82 feet);

Thence North 76° 24' 16" West, a distance of 231.42 feet (formerly described as 231.85 feet);
 Thence North 89° 22' 37" West, a distance of 265.41 feet (formerly described as 265.10 feet);
 Thence South 74° 34' 55" West, a distance of 95.32 feet (formerly described as 95.31 feet);
 Thence South 85° 30' 36" West, a distance of 149.14 feet (formerly described as 148.81 feet);
 Thence North 24° 29' 27" West, a distance of 151.47 feet (formerly described as 151.24 feet);
 Thence North 05° 42' 09" East, a distance of 151.49 feet (formerly described as 151.37 feet);
 Thence North 75° 36' 56" East, a distance of 151.26 feet (formerly described as 151.37 feet);
 Thence South 84° 23' 36" East, a distance of 654.89 feet (formerly described as South 84° 25' 07" East, 655.27 feet);
 Thence South 59° 25' 30" East, a distance of 415.10 feet (formerly described as South 59° 21' 59" East, 414.88 feet);
 Thence South 49° 18' 07" East, a distance of 104.70 feet (formerly described as 104.63 feet);
 Thence South 44° 26' 48" East, a distance of 191.30 feet (formerly described as 191.70 feet);
 Thence South 59° 11' 39" East, a distance of 64.86 feet (formerly described as 64.69 feet);
 Thence South 15° 50' 08" West, a distance of 100.25 feet (formerly described as 99.71 feet) to the southeast lot corner of Lot 15, Block 1 of said The Plantation No. 1 Subdivision, as same is Amended by said Amended Plat of Plantation No. 2, said point being a point of curve on the northerly right-of-way line of West Sterling Lane/Drive;
 Thence leaving the boundary line of said Amended Plat of Plantation No. 2, 50.51 feet on the arc of a curve to the left, said curve having a radius of 225.00 feet, a central angle of 12° 51' 43" and a chord bearing of South 81° 22' 44" East, and a chord length of 50.40 feet (formerly described as an arc length of 50.45 feet, a central angle of 12° 50' 45" and a long chord of 50.34 feet) on the northerly right-of-way of said Sterling Lane/Drive;
 Thence North 15° 50' 08" East, a distance of 110.26 feet (formerly described as 110.05 feet) to the northwest lot corner of Lot 71, Block 1 of said Amended Plat of Plantation No. 2;
 Thence on the boundary line of said Amended Plat of Plantation No. 2 for the following courses and distances:
 Thence South 88° 37' 00" East, a distance of 163.48 feet (formerly described as South 88° 41' 16" East, 163.53 feet);
 Thence North 28° 24' 20" East, a distance of 152.00 feet;
 Thence North 00° 56' 14" East, a distance of 34.99 feet (formerly described as North 00° 29' 31" East 35.06 feet);
 Thence North 72° 28' 14" West, a distance of 213.04 feet (formerly described as North 72° 28' 03" West, 212.76 feet);
 Thence North 59° 52' 28" West, a distance of 475.45 feet;
 Thence North 11° 25' 57" East, a distance of 99.67 feet;
 Thence North 78° 51' 40" West, a distance of 441.00 feet (formerly described as 440.31 feet) to a point of curve;
 Thence 95.60 feet on the arc of a curve to the right, said curve having a radius of 225.00 feet, a central angle of 24° 20' 43", a chord bearing of North 66° 41' 46" West, and a chord length of 94.89 feet (formerly described as an arc length of 96.21 feet, a central angle of 24° 30' 00" and a long chord of 95.48 feet);
 Thence South 35° 36' 40" West, a distance of 66.12 feet;
 Thence North 87° 23' 30" West, a distance of 580.22 feet (formerly described as 580.27 feet);
 Thence North 00° 18' 26" East, a distance of 95.85 feet (formerly described as 95.82 feet) to a point of curve on the southerly right of way line of West Plantation Drive/Lane;
 Thence 31.76 feet on the arc of a curve to the left, said curve having a radius of 475.00 feet, a central angle of 03° 49' 53", a chord bearing of South 83° 09' 34" West, and a chord length of 31.76 feet (formerly described as an arc length of 31.77 feet and a central angle of 03° 49' 54") on the southerly right of way line of West Plantation Drive/Lane to the POINT OF BEGINNING.

PARCEL C:

Easements rights as set forth in that certain Master Declaration of The Plantation dated February 21, 1978 and recorded February 24, 1978 as Instrument No. 7809725, as modified or amended by instrument nos. 7865989, 8004454, 8006448, 94040475, 102063849, 105052685 and 108057403 Records of Ada County, Idaho.

EXHIBIT B

EXHIBIT A
Legal Description



Date October 26, 2023
Project No.. 122078

LEGAL DESCRIPTION

Page 1 of 1

"EXHIBIT A"

RIVER CLUB - COMMERCIAL SITE
PARCEL "C" DESCRIPTION

A parcel of land located in the Northwest Quarter of Section 30 of Township 4 North, Range 2 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the One Quarter Section Corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the Section Corner common to Sections 19, 20, 29 and 30 of said Township 4 North, Range 2 East bears South 89°11'32" East, 2652.17 feet distant),
Thence from said One Quarter Section Corner, South 87°19'38" West, a distance of 1889.62 feet (formerly described as South 87°19'41" West, 1889.58 feet) to the Southeasterly corner of Lot 16, Block 1 of Plantation Acres Subdivision No. 1, recorded in Book 14 of Plats at Page 941 of Ada County Records, said point being on the Southerly Right-of-Way line of West State Street and being the POINT OF BEGINNING;

Thence South 45° 50' 38" West, a distance of 452.33 feet on the Southerly line of said Plantation Acres Subdivision No. 1 to the southwesterly lot corner of Lot 1, Block 1 of Elmore Lake Townhomes Subdivision, recorded in Book 75 of Plats at Page 7722 of Ada County Records;
Thence South 45° 50' 38" West, a distance of 95.08 feet;
Thence South 44° 09' 52" East, a distance of 56.35 feet to a point of curve;
Thence 199.80 feet on the arc of a curve to the right, said curve having a radius of 273.50 feet, a central angle of 41° 51' 22", a chord bearing of North 72° 46' 15" East, and a chord length of 195.39 feet to a point of compound curve,
Thence 329.04 feet on the arc of a curve to the right, said curve having a radius of 500.00 feet, a central angle of 37° 42' 20", a chord bearing of South 67° 26' 54" East, and a chord length of 323.14 feet;
Thence South 48° 25' 48" East, a distance of 194.12 feet;
Thence North 39° 05' 18" East, a distance of 96.01 feet to a point of curve,
Thence 45.76 feet on the arc of a curve to the left, having a radius of 329.50 feet, a central angle of 07° 57' 25", and whose chord bears North 35° 06' 36" East, a distance of 45.72 feet;
Thence North 31° 07' 54" East, a distance of 166.57 feet to a point on the Southerly Right of Way line of West State Street;
Thence North 50° 51' 55" West, a distance of a distance of 360.02 feet on the Southerly Right of Way line of West State Street to a point of curve;
Thence 217.41 feet on the arc of a curve to the left, having a radius of 17,229.00 feet, a central angle of 00° 43' 23", and whose chord bears North 51° 38' 58" West, a distance of 217.41 feet on the southerly Right of Way line of West State Street to the POINT OF BEGINNING.

The above described parcel contains 0.52 acres more or less

PREPARED BY:
The Land Group, Inc.

James R. Washburn, PLS



162 East 5th - City of Boise, Idaho - 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th, 101st, 102nd, 103rd, 104th, 105th, 106th, 107th, 108th, 109th, 110th, 111th, 112th, 113th, 114th, 115th, 116th, 117th, 118th, 119th, 120th, 121st, 122nd, 123rd, 124th, 125th, 126th, 127th, 128th, 129th, 130th, 131st, 132nd, 133rd, 134th, 135th, 136th, 137th, 138th, 139th, 140th, 141st, 142nd, 143rd, 144th, 145th, 146th, 147th, 148th, 149th, 150th, 151st, 152nd, 153rd, 154th, 155th, 156th, 157th, 158th, 159th, 160th, 161st, 162nd, 163rd, 164th, 165th, 166th, 167th, 168th, 169th, 170th, 171st, 172nd, 173rd, 174th, 175th, 176th, 177th, 178th, 179th, 180th, 181st, 182nd, 183rd, 184th, 185th, 186th, 187th, 188th, 189th, 190th, 191st, 192nd, 193rd, 194th, 195th, 196th, 197th, 198th, 199th, 200th, 201st, 202nd, 203rd, 204th, 205th, 206th, 207th, 208th, 209th, 210th, 211st, 212nd, 213th, 214th, 215th, 216th, 217th, 218th, 219th, 220th, 221st, 222nd, 223rd, 224th, 225th, 226th, 227th, 228th, 229th, 230th, 231st, 232nd, 233rd, 234th, 235th, 236th, 237th, 238th, 239th, 240th, 241st, 242nd, 243rd, 244th, 245th, 246th, 247th, 248th, 249th, 250th, 251st, 252nd, 253rd, 254th, 255th, 256th, 257th, 258th, 259th, 260th, 261st, 262nd, 263rd, 264th, 265th, 266th, 267th, 268th, 269th, 270th, 271st, 272nd, 273rd, 274th, 275th, 276th, 277th, 278th, 279th, 280th, 281st, 282nd, 283rd, 284th, 285th, 286th, 287th, 288th, 289th, 290th, 291st, 292nd, 293rd, 294th, 295th, 296th, 297th, 298th, 299th, 300th, 301st, 302nd, 303rd, 304th, 305th, 306th, 307th, 308th, 309th, 310th, 311st, 312nd, 313th, 314th, 315th, 316th, 317th, 318th, 319th, 320th, 321st, 322nd, 323rd, 324th, 325th, 326th, 327th, 328th, 329th, 330th, 331st, 332nd, 333rd, 334th, 335th, 336th, 337th, 338th, 339th, 340th, 341st, 342nd, 343rd, 344th, 345th, 346th, 347th, 348th, 349th, 350th, 351st, 352nd, 353rd, 354th, 355th, 356th, 357th, 358th, 359th, 360th, 361st, 362nd, 363rd, 364th, 365th, 366th, 367th, 368th, 369th, 370th, 371st, 372nd, 373rd, 374th, 375th, 376th, 377th, 378th, 379th, 380th, 381st, 382nd, 383rd, 384th, 385th, 386th, 387th, 388th, 389th, 390th, 391st, 392nd, 393rd, 394th, 395th, 396th, 397th, 398th, 399th, 400th, 401st, 402nd, 403rd, 404th, 405th, 406th, 407th, 408th, 409th, 410th, 411st, 412nd, 413th, 414th, 415th, 416th, 417th, 418th, 419th, 420th, 421st, 422nd, 423rd, 424th, 425th, 426th, 427th, 428th, 429th, 430th, 431st, 432nd, 433rd, 434th, 435th, 436th, 437th, 438th, 439th, 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583rd, 584th, 585th, 586th, 587th, 588th, 589th, 590th, 591st, 592nd, 593rd, 594th, 595th, 596th, 597th, 598th, 599th, 600th, 601st, 602nd, 603rd, 604th, 605th, 606th, 607th, 608th, 609th, 610th, 611st, 612nd, 613th, 614th, 615th, 616th, 617th, 618th, 619th, 620th, 621st, 622nd, 623rd, 624th, 625th, 626th, 627th, 628th, 629th, 630th, 631st, 632nd, 633rd, 634th, 635th, 636th, 637th, 638th, 639th, 640th, 641st, 642nd, 643rd, 644th, 645th, 646th, 647th, 648th, 649th, 650th, 651st, 652nd, 653rd, 654th, 655th, 656th, 657th, 658th, 659th, 660th, 661st, 662nd, 663rd, 664th, 665th, 666th, 667th, 668th, 669th, 670th, 671st, 672nd, 673rd, 674th, 675th, 676th, 677th, 678th, 679th, 680th, 681st, 682nd, 683rd, 684th, 685th, 686th, 687th, 688th, 689th, 690th, 691st, 692nd, 693rd, 694th, 695th, 696th, 697th, 698th, 699th, 700th, 701st, 702nd, 703rd, 704th, 705th, 706th, 707th, 708th, 709th, 710th, 711st, 712nd, 713th, 714th, 715th, 716th, 717th, 718th, 719th, 720th, 721st, 722nd, 723rd, 724th, 725th, 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EXHIBIT C

EXHIBIT A
Legal Description

LEGAL DESCRIPTION

Page 1 of 5



Date November 1, 2023
Project No.. 122078

"EXHIBIT A"

**RIVER CLUB
PARCEL "F" DESCRIPTION**

A parcel of land located in Sections 19 and 30 of Township 4 North, Range 2 East, Boise Meridian, and Sections 24 and 25 of Township 4 North, Range 1 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the One Quarter Section Corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the Section Corner common to Sections 19, 20, 29 and 30 of said Township 4 North, Range 2 East bears South 89°11'32" East, 2652.17 feet distant);

Thence from said One Quarter Section Corner, South 87°19'38" West, a distance of 1889.62 feet (formerly described as South 87°19'41" West, 1889.58 feet) to the Southeasterly corner of Lot 16, Block 1 of Plantation Acres Subdivision, recorded in Book 14 of Plats at Page 941 of Ada County Records, said point being on the Southerly Right-of-Way line of West State Street and being the POINT OF BEGINNING;

Thence South 45° 50' 38" West, a distance of 452.33 feet (formerly described as South 45° 44' 14" West, 449.59 feet) on the southerly line of said Plantation Acres Subdivision to the southwesterly lot corner of Lot 1, Block 1 of Elmore Lake Townhomes Subdivision, recorded in Book 75 of Plats at Page 7722 of Ada County Records;

Thence North 48° 49' 22" West, a distance of 169.40 feet (formerly described as North 48° 55' 46" West, 169.72 feet) on the westerly line of said Elmore Lake Townhomes Subdivision and said line extended;

Thence North 21° 10' 21" West, a distance of 350.24 feet (formerly described as North 21° 15' 46" West, 351.16') on the westerly line of those Deeds recorded as Instrument Numbers 100079629, 2016-125750, 112109226 and 2021-053038 of Ada County Records;

Thence North 14° 45' 22" West, a distance of 175.12 feet (formerly described as North 14° 51' 46" West, 172.06 feet) on the westerly line of that Deed recorded as Instrument Number 9014579 of Ada County Records;

Thence North 12° 00' 17" West, a distance of 49.57 feet to a point on the westerly line of that parcel of land shown on Record of Survey Number 10780 of Ada County Records;

Thence North 56° 51' 51" West, a distance of 753.13 feet (formerly described as North 56° 57' 18" West) on the westerly line said Record of Survey Number 10780 parcel;

Thence North 50° 20' 53" West, a distance of 273.01 feet (formerly described as North 49° 49' 19" West, 273.53 feet) on the westerly line of said Record of Survey Number 10780 parcel to the northeast corner of Lot 5, Block 1 of Lake Plantation Subdivision, recorded in Book 56 of Plats at Page 5210 of Ada County Records;

Thence on the northerly and easterly boundary line of said Lake Plantation Subdivision for the following courses and distances.

Thence South 42° 56' 16" West, a distance of 201.60 feet;

Thence South 61° 24' 07" East, a distance of 225.34 feet;

Thence South 83° 24' 28" East, a distance of 188.28 feet;

Thence South 62° 24' 09" East, a distance of 244.87 feet;

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Thence South 41° 23' 21" East, a distance of 469.65 feet;
Thence South 14° 52' 30" East, a distance of 195.00 feet to the northeast corner of Lot 12, Block 1 of The Townhouse at Plantation No. 1 (Subdivision);
Thence leaving the easterly boundary line of said Lake Plantation Subdivision and on the exterior boundary line of said The Townhouse at Plantation No. 1 (Subdivision) for the following courses and distances:
Thence South 14° 52' 30" East, a distance of 200.00 feet (formerly described as 200.01 feet),
Thence South 25° 26' 10" East, a distance of 200.00 feet;
Thence South 61° 37' 31" West, a distance of 265.00 feet;
Thence North 24° 24' 40" West, a distance of 393.00 feet to the southwest corner of Lot 26, Block 1 of said Lake Plantation Subdivision;
Thence leaving the exterior boundary line of said The Townhouse at Plantation No. 1 (Subdivision) and on the exterior boundary line of said Lake Plantation Subdivision for the following courses and distances:
Thence North 24° 22' 31" West, a distance of 406.94 feet;
Thence North 28° 58' 08" West, a distance of 288.31 feet to a point of curve,
Thence 137.53 feet on the arc of a curve to the left, said curve having a radius of 74.71 feet, a central angle of 105° 28' 35", a chord bearing of North 81° 42' 14" West, and a chord length of 118.92 feet;
Thence South 45° 33' 41" West, a distance of 197.78 feet to a point of curve on the northerly right of way line of West Riverside Drive;
Thence 271.85 feet on the arc of a curve to the left, said curve having a radius of 335.00 feet, a central angle of 46° 29' 41", a chord bearing of North 71° 01' 20" West, and a chord length of 264.45 feet to a point of compound curve, said point being the southwest corner of Lot 1, Block 1 of said Lake Plantation Subdivision;
Thence leaving the exterior boundary line of said Lake Plantation Subdivision and on the northerly right of way line of West Riverside Drive for the following course and distances:
Thence 59.13 feet on the arc of a curve to the left, said curve having a radius of 335.00 feet, a central angle of 10° 06' 48", a chord bearing of South 80° 29' 17" West, and a chord length of 59.05 feet;
Thence South 75° 36' 16" West, a distance of 97.42 feet to a point of curve;
Thence 45.81 feet on the arc of a curve to the right, said curve having a radius of 175.00 feet, a central angle of 14° 59' 55", a chord bearing of South 83° 06' 16" West, and a chord length of 45.68 feet;
Thence North 89° 22' 40" West, a distance of 339.36 feet (formerly described as North 89° 23' 44" West, a distance of 338.95 feet) to a point of curve;
Thence 31.34 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of 89° 46' 49", a chord bearing of North 44° 30' 56" West, and a chord length of 28.23 feet (formerly described as arc length of 31.28 feet, a central angle of 89° 37' 07" and a chord length of 28.19 feet) to a point on the easterly right of way line of North Glenwood Street;
Thence leaving the northerly right of way line of West Riverside Drive, South 00° 00' 47" East, a distance of 90.11 feet (formerly described as 90.00 feet) on the easterly right of way line of North Glenwood Street to a point of curve;
Thence 31.63 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of 90° 37' 58", a chord bearing of North 45° 23' 29" East, and a chord length of 28.44 feet (formerly described as arc length of 31.54 feet, a central angle of 90° 20' 52" and a chord length of 28.37 feet) on the southerly right of way line of West Riverside Drive.



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Thence South 89° 22' 40" East, a distance of 338.36 feet (formerly described as 338.38 feet) to a point of curve on the northerly boundary line of Daron Subdivision No. 1, recorded in Book 86 of Plats at Page 9709 of Ada County Records;

Thence on the exterior boundary line of said Daron Subdivision No. 1 for the following courses and distances:

Thence 58.90 feet on the arc of a curve to the left, said curve having a radius of 225.00 feet, a central angle of 14° 59' 55", a chord bearing of North 83° 06' 15" East, and a chord length of 58.73 feet (formerly described as arc length of 58.91 feet, a central angle of 15° 00' 03" and a chord length of 58.74 feet);

Thence North 75° 53' 11" East, a distance of 72.22 feet (formerly described as 72.42 feet);

Thence South 21° 34' 52" West, a distance of 399.97 feet (formerly described as 400.00 feet);

Thence South 17° 05' 34" West, a distance of 264.29 feet (formerly described as South 17° 06' 38" West, 264.53 feet) to a point of curve;

Thence leaving the exterior boundary line of said Daron Subdivision No. 1, 156.01 feet on the arc of a curve to the left, said curve having a radius of 117.00 feet, a central angle of 76° 23' 49", a chord bearing of South 71° 00' 10" East, and a chord length of 144.70 feet (formerly described as arc length of 155.83 feet, a central angle of 76° 18' 49", a chord bearing of South 21° 05' 10" East and a chord distance of 144.57 feet);

Thence South 59° 24' 46" East, a distance of 30.22 feet (formerly described as South 59° 20' 16" East, 30.10 feet) to a point of curve;

Thence 127.59 feet on the arc of a curve to the right, said curve having a radius of 153.00 feet, a central angle of 47° 46' 45", a chord bearing of South 35° 24' 47" East, and a chord length of 123.92 feet (formerly described as an arc length of 127.58 feet, a central angle of 47° 46' 41", a chord bearing of South 35° 26' 54" East, and a chord distance of 123.92 feet);

Thence South 11° 24' 39" East, a distance of 38.15 feet (formerly described as South 11° 33' 32" East, 38.45 feet) to a point on the toe of slope of the Corps of Engineers Dike – Northside of the Boise River;

Thence South 63° 24' 25" East, a distance of 169.57 feet (formerly described as South 63° 23' 44" East, 169.37 feet);

Thence South 50° 09' 19" East, a distance of 398.28 feet (formerly described as South 50° 09' 09" East, 398.13 feet);

Thence South 59° 28' 14" East, a distance of 160.51 feet;

Thence South 66° 28' 01" East, a distance of 310.74 feet;

Thence South 76° 23' 44" East, a distance of 337.01 feet;

Thence South 57° 03' 44" East, a distance of 81.56 feet;

Thence leaving the toe of slope of the Corps of Engineers Dike – Northside of the Boise River, and on the Northerly Bank of the Boise River for the following courses and distances:

Thence South 32° 56' 16" West, a distance of 39.00 feet;

Thence South 22° 05' 38" East, a distance of 137.41 feet;

Thence South 43° 08' 44" East, a distance of 37.11 feet;

Thence South 13° 07' 42" East, a distance of 61.01 feet (formerly described as South 13° 08' 44" East, 60.68 feet) to a point on the westerly boundary line of Wanner's Plantation Estates Subdivision, recorded in Book 59 of Plats at Page 5680 of Ada County Records;

Thence leaving the Northerly Bank of the Boise River and on the exterior boundary line of said Wanner's Plantation Estates Subdivision for the following courses and distances:

Thence North 06° 50' 28" West, a distance of 141.06 feet (formerly described as 140.53 feet);



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Thence North 88° 24' 32" East, a distance of 226.06 feet;
 Thence North 66° 38' 09" East, a distance of 14.80 feet (formerly described as 15.00 feet);
 Thence North 04° 04' 54" West, a distance of 106.77 feet;
 Thence North 89° 54' 16" East, a distance of 49.61 feet;
 Thence South 51° 49' 18" East, a distance of 161.90 feet (formerly described as 161.80 feet);
 Thence South 39° 30' 44" East, a distance of 413.96 feet (formerly described as 413.97 feet);
 Thence South 31° 55' 28" East, a distance of 73.32 feet,
 Thence South 10° 40' 13" East, a distance of 131.12 feet (formerly described as South 10° 40' 28" East, 131.28 feet) to the southeast corner of Lot 1, Block 1 of said Wanner's Plantation Estates Subdivision,
 Thence leaving said Wanner's Plantation Estates Subdivision, South 08° 51' 11" East, a distance of 46.30 feet (formerly described as South 08° 50' 40" East, 46.13 feet) to the northerly lot corner common to Lots 12 and 13, Block 6 of The Plantation No. 3 (Subdivision), recorded in Book 51 of Plats at Page 4249 of Ada County Records;
 Thence on the exterior boundary line of said The Plantation No. 3 (Subdivision) for the following courses and distances:
 Thence South 84° 77' 18" East, a distance of 176.67 feet (formerly described as 174.93 feet and 176.67 feet);
 Thence South 47° 22' 18" East, a distance of 129.60 feet;
 Thence South 21° 22' 18" East, a distance of 420.00 feet to the northeast corner of Lot 6, Block 5 of The Plantation No. 1 (Subdivision), recorded in Book 44 of Plats at Page 3529 of Ada County Records;
 Thence leaving the exterior boundary line of said The Plantation No. 3 (Subdivision) and on the exterior boundary line of said The Plantation No. 1 (Subdivision) for the following courses and distances:
 Thence South 71° 72' 18" East, a distance of 377.26 feet (formerly described as 377.25 feet) to the northwest corner of Lot 2, Block 5 of said The Plantation No. 1 (Subdivision);
 Thence South 10° 37' 42" West, a distance of 115.94 feet to a point on a curve on the northerly right of way line of West Plantation Drive;
 Thence 122.17 feet on the arc of a curve to the left, said curve having a radius of 175.00 feet, a central angle of 39° 59' 55", a chord bearing of North 80° 37' 39" East, and a chord length of 119.70 feet (formerly described as an arc length of 122.18 feet, a central angle of 40° 00' 04" and a long chord of 119.71 feet);
 Thence North 60° 37' 38" East, a distance of 41.36 feet on said northerly right of way line to southeast corner of Lot 2, Block 5 of said The Plantation No. 1 (Subdivision);
 Thence North 04° 19' 15" West, a distance of 139.50 feet (formerly described as 139.20 feet) to the lot corner common to said Lot 2, Block 5 of said The Plantation No. 1 (Subdivision) and Lot 21, Block 4 of The Plantation No. 4 (Subdivision), recorded in Book 58 of Plats at Page 5480 of Ada County Records;
 Thence on the exterior boundary line of said The Plantation No. 4 (Subdivision) for the following courses and distances:
 Thence North 10° 22' 20" West, a distance of 655.71 feet (formerly described as 655.72 feet);
 Thence North 59° 42' 23" East, a distance of 181.76 feet, (formerly described as North 59° 40' 15" East),
 Thence South 63° 40' 13" East, a distance of 180.00 feet (formerly described as South 63° 42' 24" East);
 Thence South 04° 23' 44" East, a distance of 611.10 feet (formerly described as South 04° 23' 41" East, 611.30 feet) to the lot corner common to Lot 4, Block 4 of said The Plantation No. 4 (Subdivision), and Lot 2, Block 4 of said The Plantation No. 1 (Subdivision) the exterior boundary line of said The Plantation No. 4 (Subdivision);



ALL Last Known Heirs of the Estate of: [Name] [Address] [City, State, Zip]

Thence leaving the exterior boundary line of said The Plantation No. 4 (Subdivision), South 04° 16' 03" East, a distance of 89.80 feet (formerly described as 89.83 feet) to the southwest corner of Lot 2, Block 4 of said The Plantation No. 1 (Subdivision), being a point of curve on the northerly right of way line of West Plantation Drive;

Thence 99.04 feet on the arc of a curve to the right, said curve having a radius of 525.00 feet, a central angle of 10° 48' 30", a chord bearing of North 87° 19' 37" East, and a chord length of 98.89 feet (formerly described as an arc length of 97.13 feet, a central angle of 10° 36' 00" and a chord length of 96.99 feet),

Thence South 87° 16' 03" East, a distance of 81.64 feet on said northerly right of way line of West Plantation Drive to the southerly lot corner common to Lots 1 and 2, Block 4 of said The Plantation No. 1 (Subdivision).

Thence North 02° 43' 57" East, a distance of 100.00 feet to the northerly lot corner common to Lots 1 and 2, Block 4 of said The Plantation No. 1 (Subdivision), said corner being common to the southwest corner of Lot 1, Block 2 of Wedgewood Greens Subdivision, recorded in Book 60 of Plats at Page 6042 of Ada County Records;

Thence on the exterior boundary line of said Wedgewood Greens Subdivision for the following courses and distances.

Thence North 08° 26' 53" West, a distance of 326.70 feet (formerly described as 326.92 feet);

Thence North 00° 07' 06" West, a distance of 188.46 feet (formerly described as 188.09 feet);

Thence South 88° 30' 12" East, a distance of 132.56 feet (formerly described as 132.47 feet);

Thence North 01° 29' 48" East, a distance of 15.00 feet,

Thence North 66° 47' 11" West, a distance of 149.11 feet to a point of curve;

Thence 603.36 feet on the arc of a curve to the right, having a radius of 475.00 feet, a central angle of 81° 20' 29", and whose chord bears North 26° 06' 56" West, a distance of 553.95 feet to a point of reverse curve;

Thence 108.76 feet on the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 35° 36' 36", and whose chord bears North 03° 15' 00" West, a distance of 107.02 feet;

Thence North 44° 15' 51" West, a distance of 712.10 feet;

Thence North 45° 45' 57" West, a distance of 355.63 feet;

Thence North 48° 25' 48" West, a distance of 194.12 feet to a point of curve;

Thence 329.04 feet on the arc of a curve to the left, having a radius of 500.00 feet, a central angle of 37° 42' 20", and whose chord bears North 67° 26' 54" West, a distance of 323.14 feet to a point of compound curve;

Thence 199.80 feet on the arc of a curve to the left, having a radius of 273.50 feet, a central angle of 41° 51' 22", and whose chord bears South 72° 46' 15" West, a distance of 195.39 feet;

Thence North 44° 09' 22" West, a distance of 56.35 feet;

Thence North 45° 50' 38" East, a distance of 95.08 feet to the POINT OF BEGINNING.

Said parcel contains 81.10 acres more or less

PREPARED BY:
The Land Group, Inc.

James R. Washburn, PLS



EXHIBIT D

EXHIBIT A
Legal Description



Date October 26, 2023
Project No.: 122078

LEGAL DESCRIPTION
Page 1 of 1

"EXHIBIT A"

RIVER CLUB - COMMERCIAL SITE
PARCEL "D" DESCRIPTION

A parcel of land located in the Northwest Quarter of Section 30 of Township 4 North, Range 2 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the One Quarter Section Corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the Section Corner common to Sections 19, 20, 29 and 30 of said Township 4 North, Range 2 East bears South 89°11'32" East, 2652.17 feet distant),

Thence from said One Quarter Section Corner, South 87°19'38" West, a distance of 1889.62 feet (formerly described as South 87°19'41" West, 1889.58 feet) to the Southeast corner of Lot 16, Block 1 of Plantation Acres Subdivision No. 1, recorded in Book 14 of Plats at Page 941 of Ada County Records, said point being on the Southerly Right-of-Way line of West State Street;

Thence South 45° 50' 38" West, a distance of 452.33 feet on the Southerly line of said Plantation Acres Subdivision No. 1 to the southwesterly lot corner of Lot 1, Block 1 of Elmore Lake Townhomes Subdivision, recorded in Book 75 of Plats at Page 7722 of Ada County Records;

Thence South 45° 50' 38" West, a distance of 95.08 feet;

Thence South 44° 09' 52" East, a distance of 56.35 feet to a point of curve;

Thence 199.80 feet on the arc of a curve to the right, said curve having a radius of 273.50 feet, a central angle of 41° 51' 22", a chord bearing of North 72° 46' 15" East, and a chord length of 195.39 feet to a point of compound curve;

Thence 329.04 feet on the arc of a curve to the right, said curve having a radius of 500.00 feet, a central angle of 37° 42' 20", a chord bearing of South 67° 26' 54" East, and a chord length of 323.14 feet;

Thence South 48° 25' 48" East, a distance of 194.12 feet to the POINT OF BEGINNING;

Thence South 45° 45' 57" East, a distance of 355.63 feet;

Thence South 44° 15' 51" East, a distance of 557.67 feet;

Thence North 39° 07' 48" East, a distance of 402.29 feet to a point on the Southerly right of way line of West State Street;

Thence North 50° 51' 55" West, a distance of 934.64 feet on the Southerly right of way line of West State Street;

Thence South 31° 07' 54" West, a distance of 166.57 feet to a point of curve;

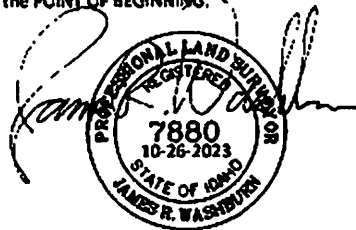
Thence 45.76 feet on the arc of a curve to the right, having a radius of 329.50 feet, a central angle of 07° 57' 25", and whose chord bears South 35° 06' 36" West, a distance of 45.72 feet,

Thence South 39° 05' 18" West, a distance of 96.01 feet to the POINT OF BEGINNING.

The above described parcel contains 7.39 acres more or less

PREPARED BY:
The Land Group, Inc.

James R. Washburn, PLS



44° 25' 48" East, a distance of 194.12 feet to the POINT OF BEGINNING. 10-26-2023 11:00 AM

EXHIBIT E

EXHIBIT A
Legal Description



Date October 26, 2023
Project No.: 122078

LEGAL DESCRIPTION
Page 1 of 2

"EXHIBIT A"

RIVER CLUB - COMMERCIAL SITE
PARCEL "E" DESCRIPTION

A parcel of land located in the Northwest Quarter of Section 30 of Township 4 North, Range 2 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the One Quarter Section Corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the Section Corner common to Sections 19, 20, 29 and 30 of said Township 4 North, Range 2 East bears South 89°11'32" East, 2652.17 feet distant),
Thence from said One Quarter Section Corner, South 87°19'38" West, a distance of 1889.62 feet (formerly described as South 87°19'41" West, 1889.58 feet) to the Southeasterly corner of Lot 16, Block 1 of Plantation Acres Subdivision No. 1, recorded in Book 14 of Plats at Page 941 of Ada County Records, said point being on the Southerly Right-of-Way line of West State Street;
Thence South 45° 50' 38" West, a distance of 452.33 feet on the Southerly line of said Plantation Acres Subdivision No. 1 to the southwesterly lot corner of Lot 1, Block 1 of Elmore Lake Townhomes Subdivision, recorded in Book 75 of Plats at Page 7722 of Ada County Records;
Thence South 45° 50' 38" West, a distance of 95.08 feet;
Thence South 44° 09' 52" East, a distance of 56.35 feet to a point of curve;
Thence 199.80 feet on the arc of a curve to the right, said curve having a radius of 273.50 feet, a central angle of 41° 51' 22", a chord bearing of North 72° 46' 15" East, and a chord length of 195.39 feet to a point of compound curve;
Thence 329.04 feet on the arc of a curve to the right, said curve having a radius of 500.00 feet, a central angle of 37° 42' 20", a chord bearing of South 67° 26' 54" East, and a chord length of 323.14 feet;
Thence South 48° 25' 48" East, a distance of 194.12 feet,
Thence South 45° 45' 57" East, a distance of 355.63 feet,
Thence South 44° 15' 51" East, a distance of 557.67 feet to the POINT OF BEGINNING;

Thence South 44° 15' 51" East, a distance of 154.43 feet to a point of curve;
Thence 108.76 feet on the arc of a curve to the right, having a radius of 175.00 feet, a central angle of 35° 36' 36", and whose chord bears South 03° 15' 00" East, a distance of 107.02 feet to a point of compound curve;
Thence 603.36 feet on the arc of a curve to the left, having a radius of 425.00 feet, a central angle of 81° 20' 29", and whose chord bears South 26° 06' 56" East, a distance of 553.95 feet;
Thence South 66° 47' 11" East, a distance of 149.11 feet;
Thence South 01° 29' 48" West, a distance of 15.00 feet to the Northeast corner of Wedgewood Greens Subdivision, recorded in Book 60 of Plats at Page 6042 of Ada County Records;
Thence South 33° 37' 54" East, a distance of 164.84 feet on the Easterly line of said Wedgewood Greens Subdivision to a point of curve,
Thence 35.48 feet on the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 40° 39' 26", and whose chord bears South 13° 18' 11" East, a distance of 34.74 feet on said Easterly line;

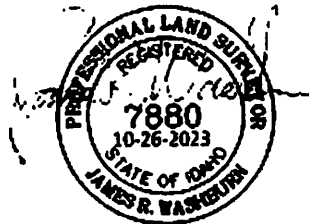
167 East State Street, Suite 100, Boise, Idaho 83725-1000 (208) 333-4100 www.thelandgroup.com

Thence South 89° 56' 27" East, a distance of 114.18 feet on the northerly line of said Wedgewood Greens Subdivision;
Thence South 00° 07' 01" East, a distance of 8.48 feet on easterly line of said Wedgewood Greens Subdivision,
Thence leaving the exterior boundary line of said Wedgewood Greens Subdivision, South 89° 24' 43" East, a distance of 117.62 feet;
Thence North 00° 26' 19" East, a distance of 66.37 feet to the westerly lot corner common to Lots 2 and 3, Block 1 of Kessinger Subdivision, recorded in Book 73 of Plats at Page 7586 of Ada County Records;
Thence North 04° 05' 27" West, a distance of 59.75 feet on the westerly boundary line of said Kessinger Subdivision,
Thence North 13° 37' 08" West, a distance of 124.77 feet on the westerly boundary line of said Kessinger Subdivision;
Thence North 27° 49' 52" West, a distance of 198.57 feet on the westerly line of Kessinger Subdivision and the westerly boundary line of Savannah Greens Subdivision No. 4, recorded in Book 79 of Plats at Page 8455 of Ada County Records;
Thence North 38° 53' 07" West, a distance of 165.00 feet on the westerly boundary line of Savannah Greens Subdivision No. 4 to the westerly most boundary angle point of said Savannah Greens Subdivision No. 4;
Thence North 36° 22' 28" West, a distance of 203.82 feet;
Thence North 43° 58' 14" West, a distance of 256.08 feet;
Thence North 39° 39' 46" East, a distance of 268.62 feet to a point on the westerly right of way line of West State Street;
Thence North 50° 47' 44" West, a distance of 122.55 feet on the westerly right of way line of West State Street,
Thence North 50° 51' 55" West, a distance of 154.65 feet on the westerly right of way line of West State Street;
Thence leaving said westerly right of way line, South 39° 07' 48" West, a distance of 402.29 feet to the POINT OF BEGINNING.

The above described parcel contains 10.27 acres more or less.

PREPARED BY
The Land Group, Inc.

James R. Washburn, PLS



Attest John D. Jones, Notary Public, State of Idaho, Commission Expires 10-26-2023

**PUT AND OPTION AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

[The River Club]

1. Identification and Parties. This Put and Option Agreement and Joint Escrow Instructions (“Agreement”) is entered into as of June 22, 2022 (the “Effective Date”) by and between **LB RIVER CLUB OWNER LLC**, a Delaware limited liability company (“Optionor”), and **RIVER CLUB BOISE, LLC**, a Delaware limited liability company (“Optionee”). Optionor and Optionee are sometimes referred to herein together as the “parties,” and individually as a “party.”

2. Recitals.

2.1 Optionor owns the Property (as this term is defined in the Purchase Agreement). The Land is more particularly described in **Exhibit A**, attached hereto.

2.2 Optionor purchased the Property pursuant to that certain Purchase and Sale Agreement and Joint Escrow Instruction dated as of April 8, 2022 (“Purchase Agreement”) by and between Optionor (as “Buyer” thereunder”) and BPCP River Club, LLC (as “Seller” thereunder). The purchase of the Property by Optionor closed on June 22, 2022 (“PSA Closing Date”).

2.3 The Property is currently operated as private country club commonly known as “The River Club” (the “Country Club”). Optionor leases the Property to Optionee pursuant to that certain Lease dated as of June 22, 2022 (the “Lease Agreement”).

2.4 Optionor is in the process of redeveloping a portion of the Land consisting of approximately 21.3 acres located along State Street, as more fully described on **Exhibit B** attached hereto (“Development Land”). It is the intent of Optionor to redevelop the Development Land in order to construct a mixed-use residential project and related uses thereon (“Development Project”). Upon the recordation of the Subdivision Map (defined below), the Development Land shall be excluded from the leased property under the Lease Agreement.

2.5 As part of the Development Project, the Development Land shall be: (i) rezoned and entitled to permit the construction of the Development Project (“Rezoning”); (ii) legally subdivided to become a separate legal parcel (“Subdivision”) pursuant to a lot line adjustment or subdivision map to be recorded in the real estate records of the County of Ada, Idaho (the “Subdivision Map”); and (iii) all other approvals (including construction drawings), except a building permit, have been obtained which are necessary for the intended development of the Development Land (“Other Approvals”). Optionee agrees to reasonably support and assist Optionor in seeking the Governmental Approvals. The term “Governmental Approvals” as used herein shall mean the approval of the Rezoning, the recordation of the Subdivision Map, and the obtaining of the Other Approvals (after the expiration of any appeal or referendum periods). The term “Golf Property” as used herein shall mean the Property, less the Development Land, as is more fully described in **Exhibit C**, attached hereto.

2.6 All pursuant to the terms and conditions of this Agreement, (i) Optionee has agreed that Optionor shall have the right, but not the obligation, to put to Optionee and require Optionee to purchase the Property, or portion thereof, and (ii) Optionor has agreed to grant to Optionee an option to purchase the Property, or portion thereof.

2.7 Optionor and Optionee are concurrently entering into that certain Option Agreement and Joint Escrow Instructions, dated as of June 22, 2022 ("Option Agreement"), pursuant to which Optionor grants unto Optionee the option to purchase a portion of the Property known as the "Riverfront Lots", which are more fully described in the Option Agreement ("Riverfront Option").

2.8 All terms not otherwise defined herein will have the meaning set forth in the Purchase Agreement.

3. Put For Sale of the Property.

3.1 Put.

(a) Optionor shall have the right, but not the obligation, to put to Optionee and require Optionee to purchase the Property (the "Put"), subject to the terms and conditions of this Agreement.

(b) Following the exercise of the Put, subject to and in compliance with the terms and conditions of this Agreement, Optionor will sell, convey and assign to Optionee, and Optionee will purchase and accept from Optionor on the Put/Option Closing Date (defined below), the Property, as applicable.

3.2 Appurtenant Property. The conveyance to Optionee pursuant to the Put shall include, to the extent specifically applicable to and/or appurtenant to the Property or Golf Property, as applicable, the Appurtenant Property.

3.3 Exercise of Put. The Put may be exercised by Optionor, in its sole discretion, by delivering to Optionee written notice of Optionor's election to exercise the Put ("Put Exercise Notice") prior to the end of the Put Exercise Period (defined below). If Optionor does not exercise the Put before the expiration of the Put Exercise Period, the Put shall automatically terminate and be of no further force or effect. In such event, both parties shall be released from any further obligations hereunder.

3.4 Put Exercise Period. The term "Put Exercise Period" means the period commencing on the 1st anniversary of the PSA Closing Date and expiring on the 5th anniversary of the PSA Closing Date. As used herein, the term "Put Exercise Date" means the date on which Optionor exercises the Put pursuant to Section 3.3.

3.5 Put Purchase Price. In the event the Put is exercised, the purchase price (the "Put Purchase Price") for the Property shall be as follows:

(a) In the event the Governmental Approvals have been issued as of the Put Exercise Notice, the Put Purchase Price shall be equal to (i) One Thousand Dollars (\$1,000.00)

plus (ii) the accrued rent payable to Optionor under the Lease Agreement as of the date of the Close of Escrow; or

(b) In the event the Governmental Approvals have not been issued as of the Put Exercise Notice, the Put Purchase Price shall be equal to: (i) Optionor's Purchase Costs (defined below); plus (ii) Optionor's Entitlement Costs (defined below); plus (iii) the accrued rent payable to Optionor under the Lease Agreement as of the Close of Escrow. The term "Optionor's Purchase Costs" means the purchase price and closing costs incurred by Optionor with respect to the purchase of the Property pursuant to the Purchase Agreement. The term "Optionor's Entitlement Costs" means the actual costs and expenses incurred by Optionor with respect to processing and seeking the Governmental Approvals up to the amount of \$250,000.

4. Option for Purchase of Property.

4.1 Option. Optionor hereby grants to Optionee at any time during the Option Exercise Period (as defined in Section 4.4 below) the sole and exclusive option ("Option") to purchase the Golf Property subject to the terms and conditions of this Agreement.

4.2 Appurtenant Property. The conveyance of the Golf Course Property to Optionee pursuant to the Option shall include, to the extent specifically applicable to and/or appurtenant to the Property or Golf Property, as applicable, the Appurtenant Property.

4.3 Exercise of Option. The Option may be exercised by Optionee, in Optionee's sole discretion, by delivering to Optionor written notice of Optionee's election to exercise the Option ("Option Exercise Notice") prior to the end of the Option Exercise Period (defined below). If Optionee does not exercise the Option before the expiration of the Option Exercise Period, the Option shall automatically terminate and be of no further force or effect. In such event, both parties shall be released from any further obligations hereunder.

4.4 Option Exercise Period. The term "Option Exercise Period" means the period commencing on the date of the issuance of the Governmental Approvals and ending twelve (12) months thereafter. As used herein, the term "Option Exercise Date" means the date on which Optionee exercises the Option pursuant to Section 4.3.

4.5 Option Purchase Price. In the event the Option is exercised, the purchase price (the "Option Purchase Price") for the Property shall be equal to: (i) One Thousand Dollars (\$1,000.00) plus (ii) the accrued rent payable to Optionor under the Lease Agreement as of the date of the Close of Escrow. The Option Purchase Price shall be payable as provided in Section 5.1 below.

5. Manner of Payment.

5.1 Manner of Payment of Purchase Price. Optionee shall pay the Put Purchase Price/Option Purchase Price, as applicable, as follows:

(a) Within three (3) Business Days after the Put Exercise Date or Option Exercise Date, as applicable, Optionee shall deposit or cause to be deposited with Escrow Holder (defined below) in cash, by a certified or bank cashier's check made payable to Escrow Holder or by a confirmed wire transfer of funds, the sum of One Thousand Dollars (\$1,000) (the "Deposit");

and

(b) Upon the Put/Option Closing Date, Optionee shall deliver to Escrow Holder the Put Purchase Price/Option Purchase Price, as applicable,: (i) plus the closing costs, prorations and charges payable by Optionee pursuant to this Agreement; less (ii) the Deposit.

6. Escrow; Opening Date; Close of Escrow.

6.1 An escrow (the “Escrow”) to consummate the sale and purchase of the Property or Golf Property, as applicable, shall be opened with First American Title Company, located at 2150 S. Bonita Way, Suite 100, Meridian, ID 83642 (“Title Company”), attention: Tami Dejournett-Albert, Commercial Escrow Officer (“Escrow Holder”). Concurrent with the delivery of the Put Deposit or Option Deposit, as applicable, Optionee shall deposit with Escrow Holder a copy of this Agreement which, in addition to constituting the agreement of the parties, shall serve as escrow instructions to Escrow Holder.

6.2 As used herein: (i) the term “Close of Escrow” or “Closing” means the recording of the Deed (as defined below) in the Official Records of Ada County, Idaho; and (ii) the term “Put/Option Closing Date” means the date of the Close of Escrow. The Close of Escrow shall occur on or before thirty (30) days after the delivery of the Option Exercise Notice or Put Exercise Notice, as applicable.

6.3 Notwithstanding anything to the contrary in this Agreement, in the event that Optionee has previously exercised the Riverfront Option and taken title to the Riverfront Lots, the conveyance of the Property or Golf Property, as applicable, will not include the Riverfront Lots.

7. As-Is Conveyance.

7.1 As-Is Conveyance. Optionee hereby agrees that, upon the Close of Escrow, Optionee shall conclusively be deemed to have accepted the Property or Golf Property, as applicable, in its then condition, “AS IS, WHERE IS AND WITH ALL FAULTS” without any representation or warranty, express or implied, or by operation of law, of any kind or nature whatsoever, including without limitation, any representation or warranty as to (i) the Property or Golf Property’s condition, fitness for any particular purpose, or merchantability, (ii) the structural integrity of any improvements constituting a part of the Property or Golf Property, as applicable, or (iii) the accuracy or completeness of any information, data, materials and/or conclusions in any information provided to the Optionee, except as expressly set forth in this Agreement, and with all faults and problems of any kind and/or nature whatsoever that may then exist, whether the same are of a legal nature, a physical nature or otherwise. Optionee releases Optionor from any and all liability relating to any aspect or condition of the Property or Golf Property, as applicable, known or unknown, foreseeable or unforeseeable, actual or contingent, arising by statute, common law or otherwise.

7.2 Opportunity to Investigate Optionee acknowledges and agrees that Optionee is leasing the Property as of the Effective Date and has been given the opportunity to and has completed any and all investigations, tests, analysis and studies pertaining to any and all aspects of the Property as Optionee deems necessary or desirable.

7.3 Disclaimer. Optionor hereby disclaims and shall not be liable for any and all verbal and/or written statements, conversations, representations and information, if any, made or given by Optionor or any of Optionor's agents, employees, attorneys, consultants, contractors or representatives, or the successors and assigns of each of the preceding (collectively, "Optionor's Parties"), or any other person to Optionee, to any agent or employee of Optionee or to any other person with respect to any aspect or feature of the Property (including, without limitation, any information relating to the Property's value, condition or compliance with laws, the status of permits or approvals, the existence of any Hazardous Materials on the Property). All such statements, conversations, representations and information, if any, are merged into and superseded by this Agreement and the Optionee hereby agrees that Optionee shall not be entitled to rely upon any such statements, conversations, representations or information.

8. Contingencies.

8.1 Contingencies. Notwithstanding any provision of this Agreement to the contrary, the obligation to transfer and purchase the Property or Golf Property is subject to the following:

(a) Closing Documents. The parties shall execute and deliver the Closing Documents in accordance with Section 10.

(b) Title Insurance. The Title Company shall issue to Optionee a commitment to issue an Owner's Policy of Title Insurance in a form reasonably acceptable to Optionee ("Title Policy"), showing as permitted exceptions all standard exceptions, all exceptions existing as of the PSA Closing Date, any exceptions relating to the Rezone and Subdivision, and any exceptions caused by Optionee.

(c) Stormwater Easement. Optionee has granted to Optionor an easement to discharge all stormwater and other drainage from the Development Property onto the Golf Property. The form of the easement is attached hereto as **Exhibit F** ("Stormwater Easement").

(d) Development Agreement. Optionee and Optionor have entered into a Development Agreement which: (a) grants Optionor rights to dispose of excess dirt from the Development Land onto the Golf Property; (b) allows Optionor rights to obtain all necessary fill dirt for the Development Land from the Golf Property; (c) allow for the relocation of the ditch on the Development Land onto the Golf Property. The form of the Development Agreement is attached hereto as **Exhibit G** ("Development Agreement").

(e) Release of Liens. The release of any monetary liens, mechanics' liens or similar monetary liens by or through the Optionor against the Property.

9. No Brokers.

9.1 Each party represents and warrants that it has not employed any brokers or finders in connection with the transaction contemplated this Agreement.

9.2 Each party shall indemnify the other party and defend and hold the other party harmless from and against any and all obligations or liabilities to pay any real estate broker's commission, finder's fee, or other compensation to any person, firm or corporation arising out of

or in connection with this Agreement or the Property which results from any act or agreement of such party.

10. Closing.

10.1 Optionor Deliveries. At least one (1) Business Day prior to the Put/Option Closing Date, Optionor shall deliver to Escrow Holder the following documents, executed and acknowledged where appropriate, and such other items as follows (collectively, the "Closing Documents"):

(a) A grant deed in the form set forth on **Exhibit D** attached hereto ("Deed") conveying Optionor's interest in the Property or Golf Property, as applicable, to Optionee subject to any and all Permitted Exceptions and other matters of record.

(b) A Bill of Sale and Assignment Agreement, in the form set forth on Exhibit C to the Purchase Agreement, subject to Section 3.2/4.2 and of this Agreement ("Bill of Sale").

(c) An Assignment of Water Documents Agreement, in the form set forth on Exhibit E to the Purchase Agreement, subject to Section 3.2/4.2 of this Agreement ("Assignment of Water Documents Agreement").

(d) A certificate of non-foreign in the form set forth on **Exhibit E** attached hereto ("FIRPTA Certificate"), duly executed by Optionor.

(e) A Stormwater Easement.

(f) A Development Agreement.

(g) An executed copy of Optionor's closing statement, which statement shall be prepared by Escrow Holder and approved by Optionor.

(h) Such funds as may be necessary to comply with Optionor's obligations hereunder regarding prorations, costs and expenses.

10.2 Optionee Deliveries. At least one (1) Business Day prior to the Put/Option Closing Date, Optionee shall deliver to Escrow Holder:

(a) Such funds as may be necessary to comply with Optionee's obligations hereunder regarding prorations, costs and expenses.

(b) A duly executed Bill of Sale.

(c) A duly executed Assignment of Water Documents Agreement.

(d) A duly executed Stormwater Easement.

(e) A duly executed Development Agreement.

(f) An executed copy of Optionee's closing statement, which statement shall be prepared by Escrow Holder and approved by Optionee.

10.3 Prorations. The parties acknowledge that, pursuant to the Lease by which Optionee is currently leasing the Property, Optionee is currently paying all costs, taxes, and other charges associated with the Property. Accordingly, there will be no prorations at Closing of any cost, tax or charges at Closing.

10.4 Allocation of Closing Costs.

(a) Each party shall pay all attorneys' fees, accounting fees, and other expenses incurred by it in connection with the transaction contemplated by this Agreement.

(b) Optionee shall pay all costs and expenses associated with the Rezoning, Subdivision and the recordation of the Subdivision Map.

(c) Optionee shall pay: (i) all documentary transfer taxes; (ii) the premium for the Title Policy; (iii) all costs associated with Optionee's due diligence; (iv) the cost of recording the Deed; and (v) the Escrow fees.

(d) All other closing costs shall be apportioned in the manner customary in the County of Ada.

10.5 Estimated Closing Statement. Escrow Holder shall provide an estimated closing statement for the transaction contemplated by this Agreement to Optionor and Optionee at least five (5) Business Days before the Put/Option Closing Date.

10.6 Escrow Holder Closing Duties. On the Close of Escrow, Escrow shall do each of the following:

(a) Duly record the Deed in the official records of the County of Ada, and arrange for the delivery to the parties of conformed copies thereof as soon as available.

(b) Deliver to Optionee an ALTA owner's policy of title insurance ("Title Policy") issued by Title Company insuring fee simple title to the Property vested in Optionee, with a liability limit in the amount of the Purchase Price, and subject only to the Permitted Exceptions and the standard printed exceptions contained in the form of the Title Policy.

(c) Deliver to Optionee an original counterpart of the Bill of Sale and the Assignment of Water Right Documents.

(d) Deliver to Optionee a conformed copy of the recorded Deed.

(e) Deliver to Optionor the cash in the amount equal to the Put Purchase Price or Option Purchase Price, as applicable, and such other funds, if any, as may be due to Optionor by reason of credits and adjustments under this Agreement, less all items chargeable to Optionor under this Agreement.

11. Conditions Precedent.

11.1 In the event the Put is exercised, the obligation of Optionee to complete the purchase of the Property and to close under this Agreement is subject to the satisfaction of each of the following conditions:

(a) There shall not have been filed by or against Optionor at any time prior to the Close of Escrow any bankruptcy, reorganization or arrangement petition.

11.2 In the event the Option is exercised, the obligation of Optionor to complete the sale of the Property and to close under this Agreement is subject to the satisfaction of each of the following conditions:

(a) Optionee shall have delivered into Escrow the Put Purchase Price or Option Purchase Price, as applicable, in accordance with the provisions of Section 5 above, plus or minus prorations and closing costs for which Optionee is responsible under this Agreement.

(b) Optionee shall have deposited with Escrow Holder the amounts and documents required under Section 10.2 and shall have materially performed and materially complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by Optionee prior to or at the time of the Close of Escrow.

(c) There shall not have been filed by or against Optionee at any time prior to the Close of Escrow any bankruptcy, reorganization or arrangement petition.

12. Default.

12.1 By Optionor. In the event Optionor fails to perform any of its obligations or is otherwise in default hereunder, and such failure continues for more than ten (10) days after notice from Optionee, Optionee shall have the right to: (a) terminate this Agreement and receive the return of the Put Deposit or Option Deposit, as applicable and if paid; or (b) seek injunctive relief to prevent a sale of the Property to a party other than Optionee; or (c) enforce specific performance of Optionor's obligations under this Agreement.

12.2 By Optionee. In the event that Optionee: (a) fails to comply with any term or obligation under this Agreement and such failure continues for more than ten (10) days after notice from Optionor; or (b) defaults under the Lease, then Optionor may terminate this Agreement and retain the Put Deposit or Option Deposit, as applicable and if paid. Optionor thereafter will have no further liability or obligations hereunder and Optionee will have no rights to exercise the Option.

11.3 Consequential Damages. In no event will either party be liable to the other party for any incidental or consequential damages of any kind, including loss of use, value, profit or financing.

13. Notices.

All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered (including by means of professional messenger service), which notices and communications shall be deemed received on receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, which notices and communications shall be deemed received three days after deposit in the United States mail; (c) sent by overnight delivery using a nationally recognized overnight courier service, which notices and communications shall be deemed received one Business Day after deposit with such courier; or (d) sent by electronic mail, which notices and communications shall be deemed received on the delivering party's receipt of a transmission confirmation:

To Optionor: LB River Club Owner LLC
2029 Century Park East, Suite 2070
Los Angeles, CA 90067
Telephone No.: (310) 620-2893
Email: mmilich@brasacap.com
Attention: Matt Milich

with a copy to: LPC West, Inc.
c/o Lincoln Property Company
1211 SW 5th Avenue, Suite 700
Portland, OR 97204
Email: PGilligan@LPC.com
Attention: Patrick Gilligan

with a copy to: Justin T. Cranney, Esq.
Hawley Troxell Ennis & Hawley, LLP
877 Main Street, Suite 1000
P.O. Box 1617
Boise, ID 83701-1617
Email: jcranney@hawleytroxell.com

If to Optionee: River Club Boise, LLC
6515 West State Street
Boise, ID 83703
Telephone No.: (805) 488-3552
Attention: Will Gustafson, Manager
Email: will@willgus.com

with a copy to: Scott S. Thompson, Esq.
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361
Telephone: (818) 427-3313
Email: sthompson@lormanlaw.com

14. Miscellaneous.

14.1 Attorneys' Fees. In the event of any action or reference proceeding for breach of or to enforce any provision or right under this Agreement, the unsuccessful party in such action or reference proceeding shall pay to the successful party all costs and expenses including, but not limited to, reasonable attorneys' fees incurred by the successful party in connection with such action or reference proceeding. The successful party shall be that party who, in light of the issues litigated and the court's or referee's decision on those issues, was more successful in the action or reference proceeding. The party who was more successful need not be determined to be the party who recovers a judgment in the action or reference proceeding. The provisions of this Section 14.1 shall survive any termination of this Agreement.

14.2 Further Assurances. Optionee and Optionor agree that at any time, or from time to time after the execution of this Agreement, and whether before or after the Close of Escrow, they will, upon request of the other, execute and deliver such other documents and do such further acts and things as such other party may reasonably request in order to fully effect the purpose of this Agreement.

14.3 Entire Agreement. This Agreement is the entire agreement between Optionee and Optionor with respect to the subject matter of this Agreement and supersedes all prior agreements between Optionee and Optionor with respect to the subject matter of this Agreement, including, without limitation, any letter of intent previously executed by Optionee and/or Optionor.

14.4 Modifications in Writing. This Agreement may not be altered, amended, changed, terminated or modified in any respect or particular, unless the same shall be in writing and signed by the party to be charged.

14.5 Time of the Essence. Time is of the essence of this Agreement.

14.6 Applicable Law. The laws of the State of Idaho shall be applied in interpreting and enforcing this Agreement.

14.7 Business Days. The term "Business Day" as used in this Agreement means a day that is not a Saturday, Sunday or legal holiday observed by either or both of the following: (i) the State of Idaho; or (ii) the United States of America.

14.8 Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

14.9 Exhibits and Schedules. All exhibits and schedules attached hereto are hereby incorporated herein by this reference.

14.10 Section 1031 Exchange. Optionee and Optionor may consummate the purchase and or sale of the Property as part of a so-called like kind exchange (the "Exchange") pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended (the "Code"), provided that: (i) the Closing shall not be delayed or adversely affected by reason of the Exchange, nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition

subsequent to any obligations under this Agreement, (ii) the Exchange shall be effected through a qualified intermediary, and neither Optionee nor Optionor shall be required to take an assignment of this Agreement or hold title to any real property for purposes of consummation the Exchange, and (iii) the party making the Exchange shall pay any additional costs that would not otherwise have been incurred by the other had the Exchange not been made. The terms of this Section 14.10 shall not affect or diminish the rights of either party hereto, and neither party shall be deemed to have warranted that the Exchange complies with Section 1031 of the Code.

14.11 Electronic Signature. To the extent allowed under applicable law, this Agreement and any other documents, consents or agreements executed in connection therewith (each a "Related Document") may be executed through an "electronic signature". Any execution of this Agreement or any Related Document by any party by an electronic signature shall be valid, effective and binding upon the party executing, shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement or Related Document. For purposes hereof, (i) "electronic signature" means, without limitation, (A) a manually signed original signature that is then transmitted via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message, (B) a manually signed signature that is then transmitted via facsimile transmission or (C) an electronic signature produced or provided through an online digital signature service, such as "DocuSign", or (D) any other legally recognized form of electronic signature. The parties may deliver the Agreement or any Related Document or counterparts thereof by facsimile and/or e-mail transmission, which shall be binding.

[signatures appear on following page]

IN WITNESS WHEREOF, Optionor and Optionee have entered into this Agreement on the dates and at the places set forth opposite their respective signatures below.

OPTIONOR:

Executed this 22nd day of
June, 2022.

LB River Club Owner LLC

By: 

Name: CLAY DUVALL

Its: AUTHORIZED SIGNATORY

OPTIONEE:

Executed this _____ day of
_____, 2022.

RIVER CLUB BOISE, LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, Optionor and Optionee have entered into this Agreement on the dates and at the places set forth opposite their respective signatures below.

OPTIONOR:

Executed this _____ day of _____, 2022.

LB River Club Owner LLC

By: _____

Name: _____

Its: _____

OPTIONEE:

Executed this 22nd day of June, 2022.

RIVER CLUB BOISE, LLC,
a Delaware limited liability company

By: _____

Name: Jefferson Overton

Its: Manager

EXHIBIT A

Legal Description of Land

LEGAL DESCRIPTION: Real property in the County of Ada, State of Idaho, described as follows:

Parcel A:

A parcel of land located in Sections 19 and 30 of Township 4 North, Range 2 East, Boise Meridian, and Sections 24 and 25 of Township 4 North, Range 1 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the One Quarter Section Corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the Section Corner common to Sections 19, 20, 29 and 30 of said Township 4 North, Range 2 East bears South 89°11'32" East, 2652.17 feet distant);

Thence from said One Quarter Section Corner, South 87°19'38" West, a distance of 1889.62 feet (formerly described as South 87°19'41" West, 1889.58 feet) to the Southeasterly corner of Lot 16, Block 1 of Plantation Acres Subdivision, recorded in Book 14 of Plats at Page 941 of Ada County Records, said point being on the Southerly Right-of-Way line of West State Street and being the POINT OF BEGINNING;

Thence South 45° 50' 38" West, a distance of 452.33 feet (formerly described as South 45° 44' 14" West, 449.59 feet) on the southerly line of said Plantation Acres Subdivision to the southwesterly lot corner of Lot 1, Block 1 of Elmore Lake Townhomes Subdivision, recorded in Book 75 of Plats at Page 7722 of Ada County Records;

Thence North 48° 49' 22" West, a distance of 169.40 feet (formerly described as North 48° 55' 46" West, 169.72 feet) on the westerly line of said Elmore Lake Townhomes Subdivision and said line extended; Thence North 21° 10' 21" West, a distance of 350.24 feet (formerly described as North 21° 15' 46" West, 351.16') on the westerly line of those Deeds recorded as Instrument Numbers 100079629, 2016-125750, 112109226 and 2021-053038 of Ada County Records;

Thence North 14° 45' 22" West, a distance of 175.12 feet (formerly described as North 14° 51' 46" West, 172.06 feet) on the westerly line of that Deed recorded as Instrument Number 9014579 of Ada County Records;

Thence North 12° 00' 17" West, a distance of 49.57 feet to a point on the westerly line of that parcel of land shown on Record of Survey Number 10780 of Ada County Records;

Thence North 56° 51' 51" West, a distance of 753.13 feet (formerly described as North 56° 57' 18" West) on the westerly line said Record of Survey Number 10780 parcel;

Thence North 50° 20' 53" West, a distance of 273.01 feet (formerly described as North 49° 49' 19" West, 273.53 feet) on the westerly line of said Record of Survey Number 10780 parcel to the northeast corner of Lot 5, Block 1 of Lake Plantation Subdivision, recorded in Book 56 of Plats

at Page 5210 of Ada County Records;

Thence on the northerly and easterly boundary line of said Lake Plantation Subdivision for the following courses and distances:

Thence South 42° 56' 16" West, a distance of 201.60 feet;

Thence South 61° 24' 07" East, a distance of 225.34 feet;

Thence South 83° 24' 28" East, a distance of 188.28 feet;

Thence South 62° 24' 09" East, a distance of 244.87 feet;

Thence South 41° 23' 21" East, a distance of 469.65 feet;

Thence South 14° 52' 30" East, a distance of 195.00 feet to the northeast corner of Lot 12, Block 1 of The Townhouse at Plantation No. 1 (Subdivision);

Thence leaving the easterly boundary line of said Lake Plantation Subdivision and on the exterior boundary line of said The Townhouse at Plantation No. 1 (Subdivision) for the following courses and distances:

Thence South 14° 52' 30" East, a distance of 200.00 feet (formerly described as 200.01 feet);

Thence South 25° 26' 10" East, a distance of 200.00 feet;

Thence South 61° 37' 31" West, a distance of 265.00 feet;

Thence North 24° 24' 40" West, a distance of 393.00 feet to the southwest corner of Lot 26, Block 1 of said Lake Plantation Subdivision;

Thence leaving the exterior boundary line of said The Townhouse at Plantation No. 1 (Subdivision) and on the exterior boundary line of said Lake Plantation Subdivision for the following courses and distances:

Thence North 24° 22' 31" West, a distance of 406.94 feet;

Thence North 28° 58' 08" West, a distance of 288.31 feet to a point of curve;

Thence 137.53 feet on the arc of a curve to the left, said curve having a radius of 74.71 feet, a central angle of 105° 28' 35", a chord bearing of North 81° 42' 14" West, and a chord length of 118.92 feet; Thence South 45° 33' 41" West, a distance of 197.78 feet to a point of curve on the northerly right of way line of West Riverside Drive;

Thence 271.85 feet on the arc of a curve to the left, said curve having a radius of 335.00 feet, a central angle of 46° 29' 41", a chord bearing of North 71° 01' 20" West, and a chord length of 264.45 feet to a point of compound curve, said point being the southwest corner of Lot 1, Block

1 of said Lake Plantation Subdivision;

Thence leaving the exterior boundary line of said Lake Plantation Subdivision and on the northerly right of way line of West Riverside Drive for the following course and distances:

Thence 59.13 feet on the arc of a curve to the left, said curve having a radius of 335.00 feet, a central angle of $10^{\circ} 06' 48''$, a chord bearing of South $80^{\circ} 29' 17''$ West, and a chord length of 59.05 feet; Thence South $75^{\circ} 36' 16''$ West, a distance of 97.42 feet to a point of curve;

Thence 45.81 feet on the arc of a curve to the right, said curve having a radius of 175.00 feet, a central angle of $14^{\circ} 59' 55''$, a chord bearing of South $83^{\circ} 06' 16''$ West, and a chord length of 45.68 feet;

Thence North $89^{\circ} 22' 40''$ West, a distance of 339.36 feet (formerly described as North $89^{\circ} 23' 44''$ West, a distance of 338.95 feet) to a point of curve;

Thence 31.34 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of $89^{\circ} 46' 49''$, a chord bearing of North $44^{\circ} 30' 56''$ West, and a chord length of 28.23 feet (formerly described as arc length of 31.28 feet, a central angle of $89^{\circ} 37' 07''$ and a chord length of 28.19 feet) to a point on the easterly right of way line of North Glenwood Street;

Thence leaving the northerly right of way line of West Riverside Drive, South $00^{\circ} 00' 47''$ East, a distance of 90.11 feet (formerly described as 90.00 feet) on the easterly right of way line of North Glenwood Street to a point of curve;

Thence 31.63 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of $90^{\circ} 37' 58''$, a chord bearing of North $45^{\circ} 23' 29''$ East, and a chord length of 28.44 feet (formerly described as arc length of 31.54 feet, a central angle of $90^{\circ} 20' 52''$ and a chord length of 28.37 feet) on the southerly right of way line of West Riverside Drive;

Thence South $89^{\circ} 22' 40''$ East, a distance of 338.36 feet (formerly described as 338.38 feet) to a point of curve on the northerly boundary line of Daron Subdivision No. 1, recorded in Book 86 of Plats at Page 9709 of Ada County Records;

Thence on the exterior boundary line of said Daron Subdivision No. 1 for the following courses and distances:

Thence 58.90 feet on the arc of a curve to the left, said curve having a radius of 225.00 feet, a central angle of $14^{\circ} 59' 55''$, a chord bearing of North $83^{\circ} 06' 15''$ East, and a chord length of 58.73 feet (formerly described as arc length of 58.91 feet, a central angle of $15^{\circ} 00' 03''$ and a chord length of 58.74 feet);

Thence North $75^{\circ} 53' 11''$ East, a distance of 72.22 feet (formerly described as 72.42 feet);

Thence South $21^{\circ} 34' 52''$ West, a distance of 399.97 feet (formerly described as 400.00 feet);

Thence South $17^{\circ} 05' 34''$ West, a distance of 264.29 feet (formerly described as South $17^{\circ} 06'$

38" West, 264.53 feet) to a point of curve;

Thence leaving the exterior boundary line of said Daron Subdivision No. 1, 156.01 feet on the arc of a curve to the left, said curve having a radius of 117.00 feet, a central angle of 76° 23' 49", a chord bearing of South 21° 00' 10" East, and a chord length of 144.70 feet (formerly described as arc length of 155.83 feet, a central angle of 76° 18' 49", a chord bearing of South 21° 05' 10" East and a chord distance of 144.57 feet);

Thence South 59° 24' 46" East, a distance of 30.22 feet (formerly described as South 59° 20' 16" East, 30.10 feet) to a point of curve;

Thence 127.59 feet on the arc of a curve to the right, said curve having a radius of 153.00 feet, a central angle of 47° 46' 45", a chord bearing of South 35° 24' 47" East, and a chord length of 123.92 feet (formerly described as an arc length of 127.58 feet, a central angle of 47° 46' 41", a chord bearing of South 35° 26' 54" East, and a chord distance of 123.92 feet);

Thence South 11° 24' 39" East, a distance of 38.15 feet (formerly described as South 11° 33' 32" East, 38.45 feet) to a point on the toe of slope of the Corps of Engineers Dike – Northside of the Boise River;

Thence South 63° 24' 25" East, a distance of 169.57 feet (formerly described as South 63° 23' 44" East, 169.37 feet);

Thence South 50° 09' 19" East, a distance of 398.28 feet (formerly described as South 50° 09' 09" East, 398.13 feet);

Thence South 59° 28' 14" East, a distance of 160.51 feet;

Thence South 66° 28' 01" East, a distance of 310.74 feet;

Thence South 76° 23' 44" East, a distance of 337.01 feet;

Thence South 57° 03' 44" East, a distance of 81.56 feet;

Thence leaving the toe of slope of the Corps of Engineers Dike – Northside of the Boise River, and on the Northerly Bank of the Boise River for the following courses and distances:

Thence South 32° 56' 16" West, a distance of 39.00 feet;

Thence South 22° 05' 38" East, a distance of 137.41 feet;

Thence South 43° 08' 44" East, a distance of 37.11 feet;

Thence South 13° 07' 42" East, a distance of 61.01 feet (formerly described as South 13° 08' 44" East, 60.68 feet) to a point on the westerly boundary line of Wanner's Plantation Estates Subdivision, recorded in Book 59 of Plats at Page 5680 of Ada County Records;

Thence leaving the Northerly Bank of the Boise River and on the exterior boundary line of said

Wanner's Plantation Estates Subdivision for the following courses and distances:

Thence North 06° 50' 28" West, a distance of 141.06 feet (formerly described as 140.53 feet);

Thence North 88° 24' 32" East, a distance of 226.06 feet;

Thence North 66° 38' 09" East, a distance of 14.80 feet (formerly described as 15.00 feet);

Thence North 04° 04' 54" West, a distance of 106.77 feet;

Thence North 89° 54' 16" East, a distance of 49.61 feet;

Thence South 51° 49' 18" East, a distance of 161.90 feet (formerly described as 161.80 feet);

Thence South 39° 30' 44" East, a distance of 413.96 feet (formerly described as 413.97 feet);

Thence South 31° 55' 28" East, a distance of 73.32 feet;

Thence South 10° 40' 13" East, a distance of 131.12 feet (formerly described as South 10° 40' 28" East, 131.28 feet) to the southeast corner of Lot 1, Block 1 of said Wanner's Plantation Estates Subdivision; Thence leaving said Wanner's Plantation Estates Subdivision, South 08° 51' 11" East, a distance of 46.30 feet (formerly described as South 08° 50' 40" East, 46.13 feet) to the northerly lot corner common to Lots 12 and 13, Block 6 of The Plantation No. 3 (Subdivision), recorded in Book 51 of Plats at Page 4249 of Ada County Records;

Thence on the exterior boundary line of said The Plantation No. 3 (Subdivision) for the following courses and distances:

Thence South 84° 22' 18" East, a distance of 176.62 feet (formerly described as 174.93 feet and 176.62 feet);

Thence South 47° 22' 18" East, a distance of 129.60 feet;

Thence South 21° 22' 18" East, a distance of 420.00 feet to the northeast corner of Lot 6, Block 5 of The Plantation No. 1 (Subdivision), recorded in Book 44 of Plats at Page 3529 of Ada County Records; Thence leaving the exterior boundary line of said The Plantation No. 3 (Subdivision) and on the exterior boundary line of said The Plantation No. 1 (Subdivision) for the following courses and distances: Thence South 21° 22' 18" East, a distance of 372.26 feet (formerly described as 372.25 feet) to the northwest corner of Lot 2, Block 5 of said The Plantation No. 1 (Subdivision);

Thence South 10° 37' 42" West, a distance of 115.94 feet to a point on a curve on the northerly right of way line of West Plantation Drive;

Thence 122.17 feet on the arc of a curve to the left, said curve having a radius of 175.00 feet, a central angle of 39° 59' 55", a chord bearing of North 80° 37' 39" East, and a chord length of 119.70 feet (formerly described as an arc length of 122.18 feet, a central angle of 40° 00' 04" and

a long chord of 119.71 feet);

Thence North 60° 37' 38" East, a distance of 41.36 feet on said northerly right of way line to southeast corner of Lot 2, Block 5 of said The Plantation No. 1 (Subdivision);

Thence North 04° 19' 15" West, a distance of 139.50 feet (formerly described as 139.20 feet) to the lot corner common to said Lot 2, Block 5 of said The Plantation No. 1 (Subdivision) and Lot 21, Block 4 of The Plantation No. 4 (Subdivision), recorded in Book 58 of Plats at Page 5480 of Ada County Records; Thence on the exterior boundary line of said The Plantation No. 4 (Subdivision) for the following courses and distances:

Thence North 10° 22' 20" West, a distance of 655.71 feet (formerly described as 655.72 feet);

Thence North 59° 42' 23" East, a distance of 181.76 feet, (formerly described as North 59° 40' 15" East);

Thence South 63° 40' 13" East, a distance of 180.00 feet (formerly described as South 63° 42' 24" East);

Thence South 04° 23' 44" East, a distance of 611.10 feet (formerly South 04° 23' 41" East, a distance of 611.30 feet) to the lot corner common to Lot 4, Block 4 of said The Plantation No. 4 (Subdivision), and Lot 2, Block 4 of said The Plantation No. 1 (Subdivision) the exterior boundary line of said The Plantation No. 4 (Subdivision); Thence leaving the exterior boundary line of said The Plantation No. 4 (Subdivision), South 04° 16' 03" East, a distance of 89.80 feet (formerly described as 89.83 feet) to the southwest corner of Lot 2, Block 4 of said The Plantation No. 1 (Subdivision), being a point of curve on the northerly right of way line of West Plantation Drive;

Thence 99.04 feet on the arc of a curve to the right, said curve having a radius of 525.00 feet, a central angle of 10° 48' 30", a chord bearing of North 87° 19' 37" East, and a chord length of 98.89 feet (formerly described as an arc length of 97.13 feet, a central angle of 10° 36' 00" and a chord length of 96.99 feet);

Thence South 87° 16' 03" East, a distance of 81.64 feet on said northerly right of way line of West Plantation Drive to the southerly lot corner common to Lots 1 and 2, Block 4 of said The Plantation No. 1 (Subdivision);

Thence North 02° 43' 57" East, a distance of 100.00 feet to the northerly lot corner common to Lots 1 and 2, Block 4 of said The Plantation No. 1 (Subdivision), said corner being common to the southwest corner of Lot 1, Block 2 of Wedgewood Greens Subdivision, recorded in Book 60 of Plats at Page 6042 of Ada County Records;

Thence on the exterior boundary line of said Wedgewood Greens Subdivision for the following

courses and distances:

Thence North 08° 26' 53" West, a distance of 326.70 feet (formerly described as 326.92 feet);

Thence North 00° 07' 06" West, a distance of 188.46 feet (formerly described as 188.09 feet);

Thence South 88° 30' 12" East, a distance of 132.56 feet (formerly described as 132.47 feet);

Thence South 33° 37' 54" East, a distance of 164.84 feet (formerly described as 164.92 feet) to a point of curve;

Thence 35.48 feet on the arc of a curve to the right, said curve having a radius of 50.00 feet, a central angle of 40° 39' 26", a chord bearing of South 13° 18' 11" East, and a chord length of 34.74 feet (formerly described as a central angle of 40° 39' 24");

Thence South 89° 56' 27" East, a distance of 114.18 feet (formerly described as North 89° 54' 24" East);

Thence South 00° 07' 01" East, a distance of 8.48 feet (formerly described as South 00° 33' 04" West, 8.42 feet);

Thence leaving the exterior boundary line of said Wedgewood Greens Subdivision, South 89° 24' 43" East, a distance of 117.62 feet (formerly described as South 89° 23' 00" East, 117.90 feet);

Thence North 00° 26' 19" East, a distance of 66.37 feet (formerly described as North 00° 37' 00" East, 66.04 feet) to the westerly lot corner common to Lots 2 and 3, Block 1 of Kessinger Subdivision, recorded in Book 73 of Plats at Page 7586 of Ada County Records;

Thence North 04° 05' 27" West, a distance of 59.75 feet (formerly described as North 04° 14' 01" West, 60.22 feet) on the westerly boundary line of said Kessinger Subdivision;

Thence North 13° 37' 08" West, a distance of 124.77 feet (formerly described as North 13° 30' 03" West, 124.75 feet) on the westerly line of Kessinger Subdivision;

Thence North 27° 49' 52" West, a distance of 198.57 feet (formerly described as North 27° 54' 15" West, 198.01 feet) on the westerly line of Kessinger Subdivision and the westerly boundary line of Savannah Greens Subdivision No. 4, recorded in Book 79 of Plats at Page 8455 of Ada County Records;

Thence North 38° 53' 07" West, a distance of 165.00 feet (formerly described as North 38° 51' 33" West) on the westerly boundary line of Savannah Greens Subdivision No. 4 to the westerly most boundary angle point of said Savannah Greens Subdivision No. 4;

Thence North 36° 22' 28" West, a distance of 203.82 feet (formerly described as North 36° 48' 46" West, 204.60 feet);

Thence North 43° 58' 14" West, a distance of 256.08 feet (formerly described as North 44° 07'

46 West);

Thence North 39° 39' 46" East, a distance of 268.62 feet (formerly described as North 39° 30' 14" East, 270.74 feet) to a point on the westerly right of way line of West State Street;

Thence North 50° 47' 44" West, a distance of 122.55 feet (formerly described as North 50° 48' 30" West, 121.13 feet) on the westerly right of way line of West State Street;

Thence North 50° 51' 55" West, a distance of 1449.31 feet (formerly described as 1449.43 feet) to a point of curve;

Thence 217.41 feet on the arc of a curve to the right, said curve having a radius of 17229.00 feet, a central angle of 00° 43' 23", a chord bearing of North 51° 38' 58" West, and a chord length of 217.41 feet (formerly described as an arc length of 217.09 feet, a central angle of 00° 43' 19" and a long chord of 217.09 feet) on the westerly right of way line of West State Street to the POINT OF BEGINNING.

PARCEL B:

A parcel of land located in Section 30 of Township 4 North, Range 2 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the One Quarter Section Corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the Section Corner common to Sections 19, 20, 29 and 30 of said Township 4 North, Range 2 East bears South 89°11'32" East, 2652.17 feet distant);

Thence from said One Quarter Section Corner, South 14°48'27" West, a distance of 2896.07 feet (formerly described as South 14°48'24" West, a distance of 2896.39 feet) to the Northeast corner of Lot 2, Block 1 of Orlovich's Plantation Subdivision, recorded in Book 58 of Plats at Pages 5633 to 5634 of Ada County Records, said point being on the Southerly Right of Way line of West Plantation Drive/Lane, and being the POINT OF BEGINNING;

Thence South 00° 07' 18" West, a distance of 139.89 feet (formerly described as 139.55 feet) to the northeast corner of Lot 3, Block 1 of Orlovich's Plantation Subdivision;

Thence South 88° 37' 32" West, a distance of 79.96 feet (formerly described as 80.26 feet) on said Lot Line;

Thence South 63° 36' 22" West, a distance of 74.51 feet (formerly described as 74.19 feet) on said Lot Line;

Thence South 76° 39' 22" West, a distance of 20.62 feet (formerly described as 20.71 feet) on said Lot Line;

Thence South 00° 38' 11" West, a distance of 256.01 feet (formerly described as 255.54 feet) on the westerly boundary line of said Orlovich's Plantation Subdivision and the westerly boundary of The Amended Plat of a Portion of Lot 1, and All of Lots 2, 3, 4, 5 and 6, Block 1, The

Plantation No. 2 (hereinafter referred to as Amended Plat of Plantation No. 2), to a point on the westerly boundary of Lot 70, Block 1 of said Amended Plat of Plantation No. 2;

Thence on the exterior boundary line of Lot 70, Block 1, of said Amended Plat of Plantation No. 2 for the following courses and distances:

Thence South 58° 15' 54" West, a distance of 26.20 feet to a point of curve on the right-of-way line of Gramarcy Lane;

Thence 60.97 feet on the arc of a curve to the right, said curve having a radius of 45.00 feet, a central angle of 77° 37' 59", a chord bearing of South 06° 49' 19" West, and a chord length of 56.41 feet (formerly described as an arc length of 60.79, a central angle of 77° 23' 49" and a long chord of 56.27 feet) on the right-of-way line of Gramarcy Lane;

Thence South 44° 29' 21" East, a distance of 54.17 feet;

Thence South 00° 31' 36" West, a distance of 145.00 feet;

Thence North 89° 20' 48" West, a distance of 105.07 feet (formerly described as North 89° 28' 24" West, 105.00 feet);

Thence South 57° 39' 12" West, a distance of 77.34 feet (formerly described as South 57° 42' 27" West);

Thence South 52° 26' 01" East, a distance of 212.51 feet (formerly described as South 52° 27' 52" East, 212.38 feet);

Thence South 59° 58' 54" East, a distance of 120.71 feet;

Thence North 18° 33' 37" East, a distance of 135.10 feet;

Thence North 80° 43' 53" East, a distance of 360.80 feet (formerly described as 361.13 feet);

Thence South 89° 36' 39" East, a distance of 153.41 feet (formerly described as North 89° 43' 36" East, 153.71 feet);

Thence South 79° 23' 03" East, a distance of 205.39 feet (formerly described as South 78° 52' 56" East, 205.43 feet);

Thence South 68° 54' 25" East, a distance of 158.24 feet;

Thence South 62° 36' 21" East, a distance of 360.62 feet;

Thence South 89° 25' 48" East, a distance of 279.32 feet (formerly described as South 89° 34' 53" East, 280.00 feet);

Thence North 59° 52' 21" East, a distance of 68.97 feet (formerly described as North 60° 06' 58"

East, 68.01 feet);

Thence North 19° 35' 18" East, a distance of 56.94 feet (formerly described as 56.66 feet) to the most easterly corner of Lot 47, Block 1 of said The Plantation No. 1 Subdivision, said point being on the southerly right-of-way line of West Sterling Lane/Drive, said point also being an angle point in the boundary line of Lot 70, Block 1 of said Amended Plat of Plantation No. 2;

Thence North 88° 28' 30" West, a distance of 15.47 feet to a point of curve;

Thence 62.74 feet on the arc of a curve to the right, said curve having a radius of 275.00 feet, a central angle of 13° 04' 16", a chord bearing of North 83° 19' 05" West, and a chord length of 62.60 feet (formerly described as an arc length of 62.40 feet, a central angle of 13° 00' 01" and a long chord of 62.26 feet) on the southerly right-of-way line of said West Sterling Lane/Drive;

Thence on the boundary line of said Amended Plat of Plantation No. 2 for the following courses and distances:

Thence South 58° 41' 52" West, a distance of 123.83 feet (formerly described as 123.88 feet);

Thence North 59° 19' 54" West, a distance of 80.07 feet (formerly described as 80.21 feet);

Thence North 44° 22' 16" West, a distance of 196.82 feet (formerly described as 196.43 feet);

Thence North 54° 27' 50" West, a distance of 179.53 feet (formerly described as 179.92 feet);

Thence North 59° 25' 23" West, a distance of 181.03 feet (formerly described as 180.82 feet);

Thence North 76° 24' 16" West, a distance of 231.42 feet (formerly described as 231.85 feet);

Thence North 89° 22' 37" West, a distance of 265.41 feet (formerly described as 265.10 feet);

Thence South 74° 34' 55" West, a distance of 95.32 feet (formerly described as 95.31 feet);

Thence South 85° 30' 36" West, a distance of 149.14 feet (formerly described as 148.81 feet);

Thence North 24° 29' 27" West, a distance of 151.47 feet (formerly described as 151.24 feet);

Thence North 05° 42' 09" East, a distance of 151.49 feet (formerly described as 151.37 feet);

Thence North 75° 36' 56" East, a distance of 151.26 feet (formerly described as 151.37 feet);

Thence South 84° 23' 36" East, a distance of 654.89 feet (formerly described as South 84° 25' 07" East, 655.27 feet);

Thence South 59° 25' 30" East, a distance of 415.10 feet (formerly described as South 59° 21'

59" East, 414.88 feet);

Thence South 49° 18' 07" East, a distance of 104.70 feet (formerly described as 104.63 feet);

Thence South 44° 26' 48" East, a distance of 191.30 feet (formerly described as 191.70 feet);

Thence South 59° 11' 39" East, a distance of 64.86 feet (formerly described as 64.69 feet);

Thence South 15° 50' 08" West, a distance of 100.25 feet (formerly described as 99.71 feet) to the southeast lot corner of Lot 15, Block 1 of said The Plantation No. 1 Subdivision, as same is Amended by said Amended Plat of Plantation No. 2, said point being a point of curve on the northerly right-of-way line of West Sterling Lane/Drive;

Thence leaving the boundary line of said Amended Plat of Plantation No. 2, 50.51 feet on the arc of a curve to the left, said curve having a radius of 225.00 feet, a central angle of 12° 51' 43" and a chord bearing of South 81° 22' 44" East, and a chord length of 50.40 feet (formerly described as an arc length of 50.45 feet, a central angle of 12° 50' 45" and a long chord of 50.34 feet) on the northerly right-of-way of said Sterling Lane/Drive;

Thence North 15° 50' 08" East, a distance of 110.26 feet (formerly described as 110.05 feet) to the northwest lot corner of Lot 71, Block 1 of said Amended Plat of Plantation No. 2;

Thence on the boundary line of said Amended Plat of Plantation No. 2 for the following courses and distances:

Thence South 88° 37' 00" East, a distance of 163.48 feet (formerly described as South 88° 41' 16" East, 163.53 feet);

Thence North 28° 24' 20" East, a distance of 152.00 feet;

Thence North 00° 56' 14" East, a distance of 34.99 feet (formerly described as North 00° 29' 31" East 35.06 feet);

Thence North 72° 28' 14" West, a distance of 213.04 feet (formerly described as North 72° 28' 03" West, 212.76 feet);

Thence North 59° 52' 28" West, a distance of 475.45 feet;

Thence North 11° 25' 57" East, a distance of 99.67 feet;

Thence North 78° 51' 40" West, a distance of 441.00 feet (formerly described as 440.31 feet) to a point of curve;

Thence 95.60 feet on the arc of a curve to the right, said curve having a radius of 225.00 feet, a central angle of 24° 20' 43", a chord bearing of North 66° 41' 46" West, and a chord length of 94.89 feet (formerly described as an arc length of 96.21 feet, a central angle of 24° 30' 00" and a

long chord of 95.48 feet);

Thence South $35^{\circ} 36' 40''$ West, a distance of 66.12 feet;

Thence North $87^{\circ} 23' 30''$ West, a distance of 580.22 feet (formerly described as 580.27 feet);

Thence North $00^{\circ} 18' 26''$ East, a distance of 95.85 feet (formerly described as 95.82 feet) to a point of curve on the southerly right of way line of West Plantation Drive/Lane;

Thence 31.76 feet on the arc of a curve to the left, said curve having a radius of 475.00 feet, a central angle of $03^{\circ} 49' 53''$, a chord bearing of South $83^{\circ} 09' 34''$ West, and a chord length of 31.76 feet (formerly described as an arc length of 31.77 feet and a central angle of $03^{\circ} 49' 54''$) on the southerly right of way line of West Plantation Drive/Lane to the POINT OF BEGINNING.

EXHIBIT B

Legal Description of Development Land

A parcel of land located in Northwest One Quarter of Section 30, of Township 4 North, Range 2 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the One Quarter Corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the Section Corner common to Sections 19, 20, 29 and 30 of said Township 4 North, Range 2 East bears South 89°11'32" East, 2652.17 feet distant);

Thence from said One Quarter Corner, South 87° 19' 38" West, a distance of 1889.62 feet to the Southeasterly corner of Lot 16, Block 1 of Plantation Acres Subdivision, recorded in Book 14 of Plats at Page 941 of Ada County Records, said point being on the Southerly Right-of-Way line of West State Street and being the POINT OF BEGINNING;

Thence South 45° 50' 38" West, a distance of 452.33 feet on the easterly boundary line of said Plantation Acres Subdivision;

Thence South 45° 50' 38" West, a distance of 95.08 feet on the easterly boundary line of said Subdivision;

Thence South 44° 09' 22" East, a distance of 25.37 feet to a point of non-tangent curve;

Thence 566.25 feet on the arc of a curve to the right, said curve having a radius of 425.00 feet, a central angle of 76° 20' 15", a chord bearing of South 82° 25' 58" East, and a chord length of 525.28 feet;

Thence South 44° 15' 51" East, a distance of 1066.52 feet to a point of curve;

Thence 92.52 feet on the arc of a curve to the left, said curve having a radius of 425.00 feet, a central angle of 12° 28' 24", a chord bearing of South 50° 30' 03" East, and a chord length of 92.34 feet to a point of reverse curve;

Thence 217.75 feet on the arc of a curve to the right, said curve having a radius of 175.00 feet, a central angle of 71° 17' 34", a chord bearing of South 21° 05' 28" East, and a chord length of 203.97 feet to a point of reverse curve;

Thence 603.36 feet on the arc of a curve to the left, said curve having a radius of 425.00 feet, a central angle of 81° 20' 29", a chord bearing of South 26° 06' 56" East, and a chord length of 553.95 feet;

Thence South 66° 47' 11" East, a distance of 149.11 feet;

Thence South 01° 29' 48" West, a distance of 15.00 feet to the northeast corner of Wedgewood Greens Subdivision;

Thence on the exterior boundary line of said Wedgewood Greens Subdivision for the following courses and distances:

Thence South 33° 37' 54" East, a distance of 164.84 feet to a point of curve;

Thence 35.48 feet on the arc of a curve to the right, said curve having a radius of 50.00 feet, a central angle of 40° 39' 26", a chord bearing of South 13° 18' 11" East, and a chord length of 34.74 feet;

Thence South 89° 56' 27" East, a distance of 114.18 feet;

Thence South 00° 07' 01" East, a distance of 8.48 feet;

Thence leaving said exterior boundary line, South 89° 24' 43" East, a distance of 117.62 feet to the southwest corner of Kessinger Subdivision;

Thence on the westerly boundary line of said Kessinger Subdivision and Savannah Greens No. 4 for the following courses and distances:

Thence North 00° 26' 19" East, a distance of 66.37 feet;

Thence North 04° 05' 27" West, a distance of 59.75 feet;

Thence North 13° 37' 08" West, a distance of 124.77 feet;

Thence North 27° 49' 52" West, a distance of 198.57 feet;

Thence North 38° 53' 07" West, a distance of 165.00 feet to the southwesterly corner of said Savannah Greens No. 4;

Thence leaving said line, North 36° 22' 28" West, a distance of 203.82 feet;

Thence North 43° 58' 14" West, a distance of 256.08 feet;

Thence North 39° 39' 46" East, a distance of 268.62 feet to a point on the southerly right of way line of West State Street;

Thence on the southerly right of way line of West State Street for the following courses and distances:

Thence North 50° 47' 44" West, a distance of 122.55 feet;

Thence North 50° 51' 55" West, a distance of 1449.31 feet to a point of curve;

Thence 217.41 feet on the arc of a curve to the left, said curve having a radius of 17229.00 feet, a central angle of 00° 43' 23", a chord bearing of North 51° 38' 58" West, and a chord length of 217.41 feet to the POINT OF BEGINNING.

The above described parcel contains 22.21 acres, more or less.

EXHIBIT C

Legal Description of Golf Property

LEGAL DESCRIPTION: Real property in the County of Ada, State of Idaho, described as follows:

PARCEL A:

A parcel of land located in Sections 19 and 30 of Township 4 North, Range 2 East, Boise Meridian, and Sections 24 and 25 of Township 4 North, Range 1 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the One Quarter Section Corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the Section Corner common to Sections 19, 20, 29 and 30 of said Township 4 North, Range 2 East bears South 89°11'32" East, 2652.17 feet distant);

Thence from said One Quarter Section Corner, South 87°19'38" West, a distance of 1889.62 feet (formerly described as South 87°19'41" West, 1889.58 feet) to the Southeasterly corner of Lot 16, Block 1 of Plantation Acres Subdivision, recorded in Book 14 of Plats at Page 941 of Ada County Records, said point being on the Southerly Right-of-Way line of West State Street and being the POINT OF BEGINNING;

Thence South 45° 50' 38" West, a distance of 452.33 feet (formerly described as South 45° 44' 14" West, 449.59 feet) on the southerly line of said Plantation Acres Subdivision to the southwesterly lot corner of Lot 1, Block 1 of Elmore Lake Townhomes Subdivision, recorded in Book 75 of Plats at Page 7722 of Ada County Records;

Thence North 48° 49' 22" West, a distance of 169.40 feet (formerly described as North 48° 55' 46" West, 169.72 feet) on the westerly line of said Elmore Lake Townhomes Subdivision and said line extended; Thence North 21° 10' 21" West, a distance of 350.24 feet (formerly described as North 21° 15' 46" West, 351.16') on the westerly line of those Deeds recorded as Instrument Numbers 100079629, 2016-125750, 112109226 and 2021-053038 of Ada County Records;

Thence North 14° 45' 22" West, a distance of 175.12 feet (formerly described as North 14° 51' 46" West, 172.06 feet) on the westerly line of that Deed recorded as Instrument Number 9014579 of Ada County Records;

Thence North 12° 00' 17" West, a distance of 49.57 feet to a point on the westerly line of that parcel of land shown on Record of Survey Number 10780 of Ada County Records;

Thence North 56° 51' 51" West, a distance of 753.13 feet (formerly described as North 56° 57' 18" West) on the westerly line said Record of Survey Number 10780 parcel;

Thence North 50° 20' 53" West, a distance of 273.01 feet (formerly described as North 49° 49' 19" West, 273.53 feet) on the westerly line of said Record of Survey Number 10780 parcel to the northeast corner of Lot 5, Block 1 of Lake Plantation Subdivision, recorded in Book 56 of Plats

at Page 5210 of Ada County Records;

Thence on the northerly and easterly boundary line of said Lake Plantation Subdivision for the following courses and distances:

Thence South 42° 56' 16" West, a distance of 201.60 feet;

Thence South 61° 24' 07" East, a distance of 225.34 feet;

Thence South 83° 24' 28" East, a distance of 188.28 feet;

Thence South 62° 24' 09" East, a distance of 244.87 feet;

Thence South 41° 23' 21" East, a distance of 469.65 feet;

Thence South 14° 52' 30" East, a distance of 195.00 feet to the northeast corner of Lot 12, Block 1 of The Townhouse at Plantation No. 1 (Subdivision);

Thence leaving the easterly boundary line of said Lake Plantation Subdivision and on the exterior boundary line of said The Townhouse at Plantation No. 1 (Subdivision) for the following courses and distances:

Thence South 14° 52' 30" East, a distance of 200.00 feet (formerly described as 200.01 feet);

Thence South 25° 26' 10" East, a distance of 200.00 feet;

Thence South 61° 37' 31" West, a distance of 265.00 feet;

Thence North 24° 24' 40" West, a distance of 393.00 feet to the southwest corner of Lot 26, Block 1 of said Lake Plantation Subdivision;

Thence leaving the exterior boundary line of said The Townhouse at Plantation No. 1 (Subdivision) and on the exterior boundary line of said Lake Plantation Subdivision for the following courses and distances:

Thence North 24° 22' 31" West, a distance of 406.94 feet;

Thence North 28° 58' 08" West, a distance of 288.31 feet to a point of curve;

Thence 137.53 feet on the arc of a curve to the left, said curve having a radius of 74.71 feet, a central angle of 105° 28' 35", a chord bearing of North 81° 42' 14" West, and a chord length of 118.92 feet; Thence South 45° 33' 41" West, a distance of 197.78 feet to a point of curve on the northerly right of way line of West Riverside Drive;

Thence 271.85 feet on the arc of a curve to the left, said curve having a radius of 335.00 feet, a central angle of 46° 29' 41", a chord bearing of North 71° 01' 20" West, and a chord length of 264.45 feet to a point of compound curve, said point being the southwest corner of Lot 1, Block

1 of said Lake Plantation Subdivision;

Thence leaving the exterior boundary line of said Lake Plantation Subdivision and on the northerly right of way line of West Riverside Drive for the following course and distances:

Thence 59.13 feet on the arc of a curve to the left, said curve having a radius of 335.00 feet, a central angle of $10^{\circ} 06' 48''$, a chord bearing of South $80^{\circ} 29' 17''$ West, and a chord length of 59.05 feet; Thence South $75^{\circ} 36' 16''$ West, a distance of 97.42 feet to a point of curve;

Thence 45.81 feet on the arc of a curve to the right, said curve having a radius of 175.00 feet, a central angle of $14^{\circ} 59' 55''$, a chord bearing of South $83^{\circ} 06' 16''$ West, and a chord length of 45.68 feet;

Thence North $89^{\circ} 22' 40''$ West, a distance of 339.36 feet (formerly described as North $89^{\circ} 23' 44''$ West, a distance of 338.95 feet) to a point of curve;

Thence 31.34 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of $89^{\circ} 46' 49''$, a chord bearing of North $44^{\circ} 30' 56''$ West, and a chord length of 28.23 feet (formerly described as arc length of 31.28 feet, a central angle of $89^{\circ} 37' 07''$ and a chord length of 28.19 feet) to a point on the easterly right of way line of North Glenwood Street;

Thence leaving the northerly right of way line of West Riverside Drive, South $00^{\circ} 00' 47''$ East, a distance of 90.11 feet (formerly described as 90.00 feet) on the easterly right of way line of North Glenwood Street to a point of curve;

Thence 31.63 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of $90^{\circ} 37' 58''$, a chord bearing of North $45^{\circ} 23' 29''$ East, and a chord length of 28.44 feet (formerly described as arc length of 31.54 feet, a central angle of $90^{\circ} 20' 52''$ and a chord length of 28.37 feet) on the southerly right of way line of West Riverside Drive;

Thence South $89^{\circ} 22' 40''$ East, a distance of 338.36 feet (formerly described as 338.38 feet) to a point of curve on the northerly boundary line of Daron Subdivision No. 1, recorded in Book 86 of Plats at Page 9709 of Ada County Records;

Thence on the exterior boundary line of said Daron Subdivision No. 1 for the following courses and distances:

Thence 58.90 feet on the arc of a curve to the left, said curve having a radius of 225.00 feet, a central angle of $14^{\circ} 59' 55''$, a chord bearing of North $83^{\circ} 06' 15''$ East, and a chord length of 58.73 feet (formerly described as arc length of 58.91 feet, a central angle of $15^{\circ} 00' 03''$ and a chord length of 58.74 feet);

Thence North $75^{\circ} 53' 11''$ East, a distance of 72.22 feet (formerly described as 72.42 feet);

Thence South $21^{\circ} 34' 52''$ West, a distance of 399.97 feet (formerly described as 400.00 feet);

Thence South $17^{\circ} 05' 34''$ West, a distance of 264.29 feet (formerly described as South $17^{\circ} 06'$

38" West, 264.53 feet) to a point of curve;

Thence leaving the exterior boundary line of said Daron Subdivision No. 1, 156.01 feet on the arc of a curve to the left, said curve having a radius of 117.00 feet, a central angle of 76° 23' 49", a chord bearing of South 21° 00' 10" East, and a chord length of 144.70 feet (formerly described as arc length of 155.83 feet, a central angle of 76° 18' 49", a chord bearing of South 21° 05' 10" East and a chord distance of 144.57 feet);

Thence South 59° 24' 46" East, a distance of 30.22 feet (formerly described as South 59° 20' 16" East, 30.10 feet) to a point of curve;

Thence 127.59 feet on the arc of a curve to the right, said curve having a radius of 153.00 feet, a central angle of 47° 46' 45", a chord bearing of South 35° 24' 47" East, and a chord length of 123.92 feet (formerly described as an arc length of 127.58 feet, a central angle of 47° 46' 41", a chord bearing of South 35° 26' 54" East, and a chord distance of 123.92 feet);

Thence South 11° 24' 39" East, a distance of 38.15 feet (formerly described as South 11° 33' 32" East, 38.45 feet) to a point on the toe of slope of the Corps of Engineers Dike – Northside of the Boise River;

Thence South 63° 24' 25" East, a distance of 169.57 feet (formerly described as South 63° 23' 44" East, 169.37 feet);

Thence South 50° 09' 19" East, a distance of 398.28 feet (formerly described as South 50° 09' 09" East, 398.13 feet);

Thence South 59° 28' 14" East, a distance of 160.51 feet;

Thence South 66° 28' 01" East, a distance of 310.74 feet;

Thence South 76° 23' 44" East, a distance of 337.01 feet;

Thence South 57° 03' 44" East, a distance of 81.56 feet;

Thence leaving the toe of slope of the Corps of Engineers Dike – Northside of the Boise River, and on the Northerly Bank of the Boise River for the following courses and distances:

Thence South 32° 56' 16" West, a distance of 39.00 feet;

Thence South 22° 05' 38" East, a distance of 137.41 feet;

Thence South 43° 08' 44" East, a distance of 37.11 feet;

Thence South 13° 07' 42" East, a distance of 61.01 feet (formerly described as South 13° 08' 44" East, 60.68 feet) to a point on the westerly boundary line of Wanner's Plantation Estates Subdivision, recorded in Book 59 of Plats at Page 5680 of Ada County Records;

Thence leaving the Northerly Bank of the Boise River and on the exterior boundary line of said

Wanner's Plantation Estates Subdivision for the following courses and distances:

Thence North 06° 50' 28" West, a distance of 141.06 feet (formerly described as 140.53 feet);

Thence North 88° 24' 32" East, a distance of 226.06 feet;

Thence North 66° 38' 09" East, a distance of 14.80 feet (formerly described as 15.00 feet);

Thence North 04° 04' 54" West, a distance of 106.77 feet;

Thence North 89° 54' 16" East, a distance of 49.61 feet;

Thence South 51° 49' 18" East, a distance of 161.90 feet (formerly described as 161.80 feet);

Thence South 39° 30' 44" East, a distance of 413.96 feet (formerly described as 413.97 feet);

Thence South 31° 55' 28" East, a distance of 73.32 feet;

Thence South 10° 40' 13" East, a distance of 131.12 feet (formerly described as South 10° 40' 28" East, 131.28 feet) to the southeast corner of Lot 1, Block 1 of said Wanner's Plantation Estates Subdivision; Thence leaving said Wanner's Plantation Estates Subdivision, South 08° 51' 11" East, a distance of 46.30 feet (formerly described as South 08° 50' 40" East, 46.13 feet) to the northerly lot corner common to Lots 12 and 13, Block 6 of The Plantation No. 3 (Subdivision), recorded in Book 51 of Plats at Page 4249 of Ada County Records;

Thence on the exterior boundary line of said The Plantation No. 3 (Subdivision) for the following courses and distances:

Thence South 84° 22' 18" East, a distance of 176.62 feet (formerly described as 174.93 feet and 176.62 feet);

Thence South 47° 22' 18" East, a distance of 129.60 feet;

Thence South 21° 22' 18" East, a distance of 420.00 feet to the northeast corner of Lot 6, Block 5 of The Plantation No. 1 (Subdivision), recorded in Book 44 of Plats at Page 3529 of Ada County Records; Thence leaving the exterior boundary line of said The Plantation No. 3 (Subdivision) and on the exterior boundary line of said The Plantation No. 1 (Subdivision) for the following courses and distances: Thence South 21° 22' 18" East, a distance of 372.26 feet (formerly described as 372.25 feet) to the northwest corner of Lot 2, Block 5 of said The Plantation No. 1 (Subdivision);

Thence South 10° 37' 42" West, a distance of 115.94 feet to a point on a curve on the northerly right of way line of West Plantation Drive;

Thence 122.17 feet on the arc of a curve to the left, said curve having a radius of 175.00 feet, a central angle of 39° 59' 55", a chord bearing of North 80° 37' 39" East, and a chord length of 119.70 feet (formerly described as an arc length of 122.18 feet, a central angle of 40° 00' 04" and

a long chord of 119.71 feet);

Thence North 60° 37' 38" East, a distance of 41.36 feet on said northerly right of way line to southeast corner of Lot 2, Block 5 of said The Plantation No. 1 (Subdivision);

Thence North 04° 19' 15" West, a distance of 139.50 feet (formerly described as 139.20 feet) to the lot corner common to said Lot 2, Block 5 of said The Plantation No. 1 (Subdivision) and Lot 21, Block 4 of The Plantation No. 4 (Subdivision), recorded in Book 58 of Plats at Page 5480 of Ada County Records; Thence on the exterior boundary line of said The Plantation No. 4 (Subdivision) for the following courses and distances:

Thence North 10° 22' 20" West, a distance of 655.71 feet (formerly described as 655.72 feet);

Thence North 59° 42' 23" East, a distance of 181.76 feet, (formerly described as North 59° 40' 15" East);

Thence South 63° 40' 13" East, a distance of 180.00 feet (formerly described as South 63° 42' 24" East);

Thence South 04° 23' 44" East, a distance of 611.10 feet (formerly South 04° 23' 41" East, a distance of 611.30 feet) to the lot corner common to Lot 4, Block 4 of said The Plantation No. 4 (Subdivision), and Lot 2, Block 4 of said The Plantation No. 1 (Subdivision) the exterior boundary line of said The Plantation No. 4 (Subdivision); Thence leaving the exterior boundary line of said The Plantation No. 4 (Subdivision), South 04° 16' 03" East, a distance of 89.80 feet (formerly described as 89.83 feet) to the southwest corner of Lot 2, Block 4 of said The Plantation No. 1 (Subdivision), being a point of curve on the northerly right of way line of West Plantation Drive;

Thence 99.04 feet on the arc of a curve to the right, said curve having a radius of 525.00 feet, a central angle of 10° 48' 30", a chord bearing of North 87° 19' 37" East, and a chord length of 98.89 feet (formerly described as an arc length of 97.13 feet, a central angle of 10° 36' 00" and a chord length of 96.99 feet);

Thence South 87° 16' 03" East, a distance of 81.64 feet on said northerly right of way line of West Plantation Drive to the southerly lot corner common to Lots 1 and 2, Block 4 of said The Plantation No. 1 (Subdivision);

Thence North 02° 43' 57" East, a distance of 100.00 feet to the northerly lot corner common to Lots 1 and 2, Block 4 of said The Plantation No. 1 (Subdivision), said corner being common to the southwest corner of Lot 1, Block 2 of Wedgewood Greens Subdivision, recorded in Book 60 of Plats at Page 6042 of Ada County Records;

Thence on the exterior boundary line of said Wedgewood Greens Subdivision for the following

courses and distances:

Thence North 08° 26' 53" West, a distance of 326.70 feet (formerly described as 326.92 feet);

Thence North 00° 07' 06" West, a distance of 188.46 feet (formerly described as 188.09 feet);

Thence South 88° 30' 12" East, a distance of 132.56 feet (formerly described as 132.47 feet);

Thence South 33° 37' 54" East, a distance of 164.84 feet (formerly described as 164.92 feet) to a point of curve;

Thence 35.48 feet on the arc of a curve to the right, said curve having a radius of 50.00 feet, a central angle of 40° 39' 26", a chord bearing of South 13° 18' 11" East, and a chord length of 34.74 feet (formerly described as a central angle of 40° 39' 24");

Thence South 89° 56' 27" East, a distance of 114.18 feet (formerly described as North 89° 54' 24" East);

Thence South 00° 07' 01" East, a distance of 8.48 feet (formerly described as South 00° 33' 04" West, 8.42 feet);

Thence leaving the exterior boundary line of said Wedgewood Greens Subdivision, South 89° 24' 43" East, a distance of 117.62 feet (formerly described as South 89° 23' 00" East, 117.90 feet);

Thence North 00° 26' 19" East, a distance of 66.37 feet (formerly described as North 00° 37' 00" East, 66.04 feet) to the westerly lot corner common to Lots 2 and 3, Block 1 of Kessinger Subdivision, recorded in Book 73 of Plats at Page 7586 of Ada County Records;

Thence North 04° 05' 27" West, a distance of 59.75 feet (formerly described as North 04° 14' 01" West, 60.22 feet) on the westerly boundary line of said Kessinger Subdivision;

Thence North 13° 37' 08" West, a distance of 124.77 feet (formerly described as North 13° 30' 03" West, 124.75 feet) on the westerly line of Kessinger Subdivision;

Thence North 27° 49' 52" West, a distance of 198.57 feet (formerly described as North 27° 54' 15" West, 198.01 feet) on the westerly line of Kessinger Subdivision and the westerly boundary line of Savannah Greens Subdivision No. 4, recorded in Book 79 of Plats at Page 8455 of Ada County Records;

Thence North 38° 53' 07" West, a distance of 165.00 feet (formerly described as North 38° 51' 33" West) on the westerly boundary line of Savannah Greens Subdivision No. 4 to the westerly most boundary angle point of said Savannah Greens Subdivision No. 4;

Thence North 36° 22' 28" West, a distance of 203.82 feet (formerly described as North 36° 48' 46" West, 204.60 feet);

Thence North 43° 58' 14" West, a distance of 256.08 feet (formerly described as North 44° 07'

46 West);

Thence North 39° 39' 46" East, a distance of 268.62 feet (formerly described as North 39° 30' 14" East, 270.74 feet) to a point on the westerly right of way line of West State Street;

Thence North 50° 47' 44" West, a distance of 122.55 feet (formerly described as North 50° 48' 30" West, 121.13 feet) on the westerly right of way line of West State Street;

Thence North 50° 51' 55" West, a distance of 1449.31 feet (formerly described as 1449.43 feet) to a point of curve;

Thence 217.41 feet on the arc of a curve to the right, said curve having a radius of 17229.00 feet, a central angle of 00° 43' 23", a chord bearing of North 51° 38' 58" West, and a chord length of 217.41 feet (formerly described as an arc length of 217.09 feet, a central angle of 00° 43' 19" and a long chord of 217.09 feet) on the westerly right of way line of West State Street to the POINT OF BEGINNING.

PARCEL B:

A parcel of land located in Section 30 of Township 4 North, Range 2 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the One Quarter Section Corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the Section Corner common to Sections 19, 20, 29 and 30 of said Township 4 North, Range 2 East bears South 89°11'32" East, 2652.17 feet distant);

Thence from said One Quarter Section Corner, South 14°48'27" West, a distance of 2896.07 feet (formerly described as South 14°48'24" West, a distance of 2896.39 feet) to the Northeast corner of Lot 2, Block 1 of Orlovich's Plantation Subdivision, recorded in Book 58 of Plats at Pages 5633 to 5634 of Ada County Records, said point being on the Southerly Right of Way line of West Plantation Drive/Lane, and being the POINT OF BEGINNING;

Thence South 00° 07' 18" West, a distance of 139.89 feet (formerly described as 139.55 feet) to the northeast corner of Lot 3, Block 1 of Orlovich's Plantation Subdivision;

Thence South 88° 37' 32" West, a distance of 79.96 feet (formerly described as 80.26 feet) on said Lot Line;

Thence South 63° 36' 22" West, a distance of 74.51 feet (formerly described as 74.19 feet) on said Lot Line;

Thence South 76° 39' 22" West, a distance of 20.62 feet (formerly described as 20.71 feet) on said Lot Line;

Thence South 00° 38' 11" West, a distance of 256.01 feet (formerly described as 255.54 feet) on the westerly boundary line of said Orlovich's Plantation Subdivision and the westerly boundary of The Amended Plat of a Portion of Lot 1, and All of Lots 2, 3, 4, 5 and 6, Block 1, The

Plantation No. 2 (hereinafter referred to as Amended Plat of Plantation No. 2), to a point on the westerly boundary of Lot 70, Block 1 of said Amended Plat of Plantation No. 2;

Thence on the exterior boundary line of Lot 70, Block 1, of said Amended Plat of Plantation No. 2 for the following courses and distances:

Thence South 58° 15' 54" West, a distance of 26.20 feet to a point of curve on the right-of-way line of Gramarcy Lane;

Thence 60.97 feet on the arc of a curve to the right, said curve having a radius of 45.00 feet, a central angle of 77° 37' 59", a chord bearing of South 06° 49' 19" West, and a chord length of 56.41 feet (formerly described as an arc length of 60.79, a central angle of 77° 23' 49" and a long chord of 56.27 feet) on the right-of-way line of Gramarcy Lane;

Thence South 44° 29' 21" East, a distance of 54.17 feet;

Thence South 00° 31' 36" West, a distance of 145.00 feet;

Thence North 89° 20' 48" West, a distance of 105.07 feet (formerly described as North 89° 28' 24" West, 105.00 feet);

Thence South 57° 39' 12" West, a distance of 77.34 feet (formerly described as South 57° 42' 27" West);

Thence South 52° 26' 01" East, a distance of 212.51 feet (formerly described as South 52° 27' 52" East, 212.38 feet);

Thence South 59° 58' 54" East, a distance of 120.71 feet;

Thence North 18° 33' 37" East, a distance of 135.10 feet;

Thence North 80° 43' 53" East, a distance of 360.80 feet (formerly described as 361.13 feet);

Thence South 89° 36' 39" East, a distance of 153.41 feet (formerly described as North 89° 43' 36" East, 153.71 feet);

Thence South 79° 23' 03" East, a distance of 205.39 feet (formerly described as South 78° 52' 56" East, 205.43 feet);

Thence South 68° 54' 25" East, a distance of 158.24 feet;

Thence South 62° 36' 21" East, a distance of 360.62 feet;

Thence South 89° 25' 48" East, a distance of 279.32 feet (formerly described as South 89° 34' 53" East, 280.00 feet);

Thence North 59° 52' 21" East, a distance of 68.97 feet (formerly described as North 60° 06' 58"

East, 68.01 feet);

Thence North 19° 35' 18" East, a distance of 56.94 feet (formerly described as 56.66 feet) to the most easterly corner of Lot 47, Block 1 of said The Plantation No. 1 Subdivision, said point being on the southerly right-of-way line of West Sterling Lane/Drive, said point also being an angle point in the boundary line of Lot 70, Block 1 of said Amended Plat of Plantation No. 2;

Thence North 88° 28' 30" West, a distance of 15.47 feet to a point of curve;

Thence 62.74 feet on the arc of a curve to the right, said curve having a radius of 275.00 feet, a central angle of 13° 04' 16", a chord bearing of North 83° 19' 05" West, and a chord length of 62.60 feet (formerly described as an arc length of 62.40 feet, a central angle of 13° 00' 01" and a long chord of 62.26 feet) on the southerly right-of-way line of said West Sterling Lane/Drive;

Thence on the boundary line of said Amended Plat of Plantation No. 2 for the following courses and distances:

Thence South 58° 41' 52" West, a distance of 123.83 feet (formerly described as 123.88 feet);

Thence North 59° 19' 54" West, a distance of 80.07 feet (formerly described as 80.21 feet);

Thence North 44° 22' 16" West, a distance of 196.82 feet (formerly described as 196.43 feet);

Thence North 54° 27' 50" West, a distance of 179.53 feet (formerly described as 179.92 feet);

Thence North 59° 25' 23" West, a distance of 181.03 feet (formerly described as 180.82 feet);

Thence North 76° 24' 16" West, a distance of 231.42 feet (formerly described as 231.85 feet);

Thence North 89° 22' 37" West, a distance of 265.41 feet (formerly described as 265.10 feet);

Thence South 74° 34' 55" West, a distance of 95.32 feet (formerly described as 95.31 feet);

Thence South 85° 30' 36" West, a distance of 149.14 feet (formerly described as 148.81 feet);

Thence North 24° 29' 27" West, a distance of 151.47 feet (formerly described as 151.24 feet);

Thence North 05° 42' 09" East, a distance of 151.49 feet (formerly described as 151.37 feet);

Thence North 75° 36' 56" East, a distance of 151.26 feet (formerly described as 151.37 feet);

Thence South 84° 23' 36" East, a distance of 654.89 feet (formerly described as South 84° 25' 07" East, 655.27 feet);

Thence South 59° 25' 30" East, a distance of 415.10 feet (formerly described as South 59° 21'

59" East, 414.88 feet);

Thence South 49° 18' 07" East, a distance of 104.70 feet (formerly described as 104.63 feet);

Thence South 44° 26' 48" East, a distance of 191.30 feet (formerly described as 191.70 feet);

Thence South 59° 11' 39" East, a distance of 64.86 feet (formerly described as 64.69 feet);

Thence South 15° 50' 08" West, a distance of 100.25 feet (formerly described as 99.71 feet) to the southeast lot corner of Lot 15, Block 1 of said The Plantation No. 1 Subdivision, as same is Amended by said Amended Plat of Plantation No. 2, said point being a point of curve on the northerly right-of-way line of West Sterling Lane/Drive;

Thence leaving the boundary line of said Amended Plat of Plantation No. 2, 50.51 feet on the arc of a curve to the left, said curve having a radius of 225.00 feet, a central angle of 12° 51' 43" and a chord bearing of South 81° 22' 44" East, and a chord length of 50.40 feet (formerly described as an arc length of 50.45 feet, a central angle of 12° 50' 45" and a long chord of 50.34 feet) on the northerly right-of-way of said Sterling Lane/Drive;

Thence North 15° 50' 08" East, a distance of 110.26 feet (formerly described as 110.05 feet) to the northwest lot corner of Lot 71, Block 1 of said Amended Plat of Plantation No. 2;

Thence on the boundary line of said Amended Plat of Plantation No. 2 for the following courses and distances:

Thence South 88° 37' 00" East, a distance of 163.48 feet (formerly described as South 88° 41' 16" East, 163.53 feet);

Thence North 28° 24' 20" East, a distance of 152.00 feet;

Thence North 00° 56' 14" East, a distance of 34.99 feet (formerly described as North 00° 29' 31" East 35.06 feet);

Thence North 72° 28' 14" West, a distance of 213.04 feet (formerly described as North 72° 28' 03" West, 212.76 feet);

Thence North 59° 52' 28" West, a distance of 475.45 feet;

Thence North 11° 25' 57" East, a distance of 99.67 feet;

Thence North 78° 51' 40" West, a distance of 441.00 feet (formerly described as 440.31 feet) to a point of curve;

Thence 95.60 feet on the arc of a curve to the right, said curve having a radius of 225.00 feet, a central angle of 24° 20' 43", a chord bearing of North 66° 41' 46" West, and a chord length of 94.89 feet (formerly described as an arc length of 96.21 feet, a central angle of 24° 30' 00" and a

long chord of 95.48 feet);

Thence South 35° 36' 40" West, a distance of 66.12 feet;

Thence North 87° 23' 30" West, a distance of 580.22 feet (formerly described as 580.27 feet);

Thence North 00° 18' 26" East, a distance of 95.85 feet (formerly described as 95.82 feet) to a point of curve on the southerly right of way line of West Plantation Drive/Lane;

Thence 31.76 feet on the arc of a curve to the left, said curve having a radius of 475.00 feet, a central angle of 03° 49' 53", a chord bearing of South 83° 09' 34" West, and a chord length of 31.76 feet (formerly described as an arc length of 31.77 feet and a central angle of 03° 49' 54") on the southerly right of way line of West Plantation Drive/Lane to the POINT OF BEGINNING.

LESS AND EXCEPT

A parcel of land located in Northwest One Quarter of Section 30, of Township 4 North, Range 2 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the One Quarter Corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the Section Corner common to Sections 19, 20, 29 and 30 of said Township 4 North, Range 2 East bears South 89°11'32" East, 2652.17 feet distant);

Thence from said One Quarter Corner, South 87° 19' 38" West, a distance of 1889.62 feet to the Southeasterly corner of Lot 16, Block 1 of Plantation Acres Subdivision, recorded in Book 14 of Plats at Page 941 of Ada County Records, said point being on the Southerly Right-of-Way line of West State Street and being the POINT OF BEGINNING;

Thence South 45° 50' 38" West, a distance of 452.33 feet on the easterly boundary line of said Plantation Acres Subdivision;

Thence South 45° 50' 38" West, a distance of 95.08 feet on the easterly boundary line of said Subdivision;

Thence South 44° 09' 22" East, a distance of 25.37 feet to a point of non-tangent curve;

Thence 566.25 feet on the arc of a curve to the right, said curve having a radius of 425.00 feet, a central angle of 76° 20' 15", a chord bearing of South 82° 25' 58" East, and a chord length of 525.28 feet;

Thence South 44° 15' 51" East, a distance of 1066.52 feet to a point of curve;

Thence 92.52 feet on the arc of a curve to the left, said curve having a radius of 425.00 feet, a central angle of 12° 28' 24", a chord bearing of South 50° 30' 03" East, and a chord length of 92.34 feet to a point of reverse curve;

Thence 217.75 feet on the arc of a curve to the right, said curve having a radius of 175.00 feet, a central angle of $71^{\circ} 17' 34''$, a chord bearing of South $21^{\circ} 05' 28''$ East, and a chord length of 203.97 feet to a point of reverse curve;

Thence 603.36 feet on the arc of a curve to the left, said curve having a radius of 425.00 feet, a central angle of $81^{\circ} 20' 29''$, a chord bearing of South $26^{\circ} 06' 56''$ East, and a chord length of 553.95 feet;

Thence South $66^{\circ} 47' 11''$ East, a distance of 149.11 feet;

Thence South $01^{\circ} 29' 48''$ West, a distance of 15.00 feet to the northeast corner of Wedgewood Greens Subdivision;

Thence on the exterior boundary line of said Wedgewood Greens Subdivision for the following courses and distances:

Thence South $33^{\circ} 37' 54''$ East, a distance of 164.84 feet to a point of curve;

Thence 35.48 feet on the arc of a curve to the right, said curve having a radius of 50.00 feet, a central angle of $40^{\circ} 39' 26''$, a chord bearing of South $13^{\circ} 18' 11''$ East, and a chord length of 34.74 feet;

Thence South $89^{\circ} 56' 27''$ East, a distance of 114.18 feet;

Thence South $00^{\circ} 07' 01''$ East, a distance of 8.48 feet;

Thence leaving said exterior boundary line, South $89^{\circ} 24' 43''$ East, a distance of 117.62 feet to the southwest corner of Kessinger Subdivision;

Thence on the westerly boundary line of said Kessinger Subdivision and Savannah Greens No. 4 for the following courses and distances:

Thence North $00^{\circ} 26' 19''$ East, a distance of 66.37 feet;

Thence North $04^{\circ} 05' 27''$ West, a distance of 59.75 feet;

Thence North $13^{\circ} 37' 08''$ West, a distance of 124.77 feet;

Thence North $27^{\circ} 49' 52''$ West, a distance of 198.57 feet;

Thence North $38^{\circ} 53' 07''$ West, a distance of 165.00 feet to the southwesterly corner of said Savannah Greens No. 4;

Thence leaving said line, North $36^{\circ} 22' 28''$ West, a distance of 203.82 feet;

Thence North $43^{\circ} 58' 14''$ West, a distance of 256.08 feet;

Thence North $39^{\circ} 39' 46''$ East, a distance of 268.62 feet to a point on the southerly right of way line of West State Street;

Thence on the southerly right of way line of West State Street for the following courses and distances:

Thence North $50^{\circ} 47' 44''$ West, a distance of 122.55 feet;

Thence North $50^{\circ} 51' 55''$ West, a distance of 1449.31 feet to a point of curve;

Thence 217.41 feet on the arc of a curve to the left, said curve having a radius of 17229.00 feet, a central angle of $00^{\circ} 43' 23''$, a chord bearing of North $51^{\circ} 38' 58''$ West, and a chord length of 217.41 feet to the POINT OF BEGINNING.

EXHIBIT D

Form of Grant Deed

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

River Club Boise, LLC
6515 West State Street
Garden City, ID 83703
Attn.: Will Gustafson, Manager

APN: _____

Above Space for Recorder's Use Only

GRANT DEED

This Grant Deed is made this _____ day of _____, 2022, between LB River Club Owner LLC, a Delaware limited liability company ("Grantor"), and River Club Boise, LLC, a Delaware limited liability company, whose mailing address is 6515 West State Street, Garden City, ID 83703 ("Grantee"), witnesseth:

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

SEE SCHEDULE I ATTACHED HERETO AND INCORPORATED HEREIN

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

Grantor's covenants or warranties with respect to title, express or implied, are those, and only those, implied by use of the word "grant" as set forth in Idaho Code § 55-612 and that the above described real property is free from all monetary liens or encumbrances created, granted, caused or suffered by Grantor. Excepting all monetary liens created, granted, caused or suffered by Grantor, the grant herein is subject to (i) reservations or restrictions in federal patents or state or railroad deeds or in laws providing for such patents or deeds; (ii) building or use restrictions, building and zoning regulations and ordinances of any governmental entity; (iii) location in a special flood hazard area; (iv) the lien of real property taxes not yet due and payable; (v) all tenancies, leases, easements, rights

Exhibit

59847.0001.14596887.8

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of way, claims of easements, covenants, restrictions and encumbrances that would be disclosed by or apparent from an ALTA survey or a visual inspection of the Property; and (vi) all matters of record;

THE PROPERTY IS SOLD AND CONVEYED TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, INCLUDING BOTH LATENT AND PATENT DEFECTS. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY GRANTOR CONCERNING THE PREMISES. GRANTEE, BY ACCEPTING THIS DEED, RELEASES GRANTOR FROM ANY AND ALL LIABILITY RELATING TO ANY ASPECT (EXCEPT THE WARRANTIES AND COVENANTS IN THE PRECEDING PARAGRAPH) OR CONDITION OF THE PROPERTY, KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, ACTUAL OR CONTINGENT, ARISING BY STATUTE, COMMON LAW OR OTHERWISE.

IN WITNESS WHEREOF, this Grant Deed has been duly executed by and on behalf of Grantor as of the date first set forth above.

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of _____, 2022.

LB River Club Owner LLC

By: _____

Name: _____

Its: _____

Exhibit

59847.0001.14596887.8

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EXHIBIT E

FIRPTA CERTIFICATE

CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by **LB River Club Owner LLC** ("**Transferor**"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust and foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor's U.S. employer identification number is _____; and
3. Transferor's office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign the document on behalf of the Transferor.

TRANSFEROR:

Executed this _____ day of _____, 2022.

LB River Club Owner LLC

By: _____

Name: _____

Its: _____

EXHIBIT F

Form of Stormwater Easement

Recording Requested By and
When Recorded Return to:

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

STORM WATER DRAINAGE EASEMENT AGREEMENT

This Storm Water Drainage Easement Agreement ("**Agreement**"), is made as of _____, 2022 ("**Effective Date**"), by and between LB River Club Owner LLC, a Delaware limited liability company, whose mailing address is 2029 Century Park East, Suite 2070, Los Angeles, CA 90067 ("**LBCO**"), and River Club Boise, LLC, a Delaware limited liability company, whose mailing address is 6515 West State Street, Boise, ID 83703 (the "**RCB**"). LBCO and RCB are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

A. LBCO is the owner of that certain real property located in the City of Boise, Ada County, Idaho, which is more particularly described in Exhibit A, attached hereto and incorporated herein ("**LBCO Parcel**").

B. RCB owns that certain real property located in the City of Boise, Ada County, Idaho, which is adjacent to the LBCO Parcel to the south, which is more particularly described in Exhibit B, attached hereto and incorporated herein ("**RCB Parcel**").

C. LBCO desires to develop the LBCO Parcel. As part of the development, LBCO needs to address stormwater drainage. RCB is willing to accept on the RCB Parcel the stormwater drainage from the LBCO Parcel.

D. RCB desire to grant, for the benefit of the LBCO Parcel, an easements to permit the flow of storm water from the LBCO Parcel to the RCB Parcel.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and made a part of this Agreement, the mutual exchange of the covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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1. Definitions:

(a) **Owner.** The record holder of fee simple title to the LBCO Parcel or the RCB Parcel, as applicable, and their respective successors and assigns.

(b) **Parcel.** The LBCO Parcel or the RCB Parcel, as applicable, individually.

(c) **Parcels.** The LBCO Parcel and the RCB Parcel, as applicable, collectively.

2. Grant of Easement.

(a) **Grant.** RCB, as the Owner of the RCB Parcel, hereby grants to LBCO, as Owner of the LBCO Parcel, a perpetual, non-exclusive easement for purposes of the passage of natural and non-intentional storm water and surface drainage from the LBCO Parcel onto the RCB Parcel ("**Easement**") upon, over and across the RCB Parcel ("**Easement Area**").

(b) **Obstructions.** The Owner of the RCB Parcel may, from time to time, place, construct, or install, within the Easement Area, (1) surface improvements, including paved driveways, parking, walkways, landscaping, or similar improvements, which improvements do not interfere with the Owner of the LBCO Parcel's use of the Easement Area, or (2) drainage improvements; provided, however, the Owner of the RCB Parcel shall be prohibited from constructing, altering or placing anything in the Easement Area which shall obstruct or impede the flow of storm water or surface drainage from the LBCO Parcel.

(c) **Reservation.** All of the Owner of the RCB Parcel's right, title, and interest in and to the Easement Area, which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to the Owner of the RCB Parcel. The Owner of the RCB Parcel shall have the right to grant additional easement rights in the Easement Area. The Owner of the RCB Parcel reserves the right to use the RCB Parcel in any manner and for any purpose that does not interfere with the Owner of the LBCO Parcel's easement rights hereunder.

3. Damage Caused by Party. In the event any portion of the Easement Area is disturbed or damaged by any Owner, or any Owner's tenants, contractors, employees, agents, licensees or invitees use thereof, said Owner shall restore the disturbed or damaged portion of the Easement Area to the condition in which it existed prior to the disturbance or damage, at said Owner's sole cost and expense.

4. Indemnification. To the extent permitted by law, each Owner agrees to indemnify, defend and hold harmless the other Owner, their tenants, subtenants, agents, contractors, employees and the subtenants, contractors, employees, agents and licensees and invitees of such tenants from and against any and all liability, claims, damages, expenses (including reasonable attorneys' fees including on appeal), judgments, proceedings and causes of action for injury to or death or any person or damage to or destruction of any property resulting from the exercise of the rights granted herein and/or the use of the Easement Area, or any portion thereof, by the indemnifying Owner, except to the extent caused by the negligence or intentional action or omission by any indemnified Owner or its tenants, subtenants, agents, contractors, employees or and the subtenants, contractors, employees, agents and licensees and invitees of such tenants.

5. Limitation of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT BY EITHER PARTY, SUCH PARTY SHALL NOT BE LIABLE TO THE OTHER FOR ANY INDIRECT,

PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

6. Term. This Agreement shall commence on the Effective Date. Unless otherwise canceled or terminated in writing by the mutual agreement of the Parties, or pursuant to the terms of this Agreement, the easements granted in this Agreement shall continue in perpetuity. Upon the termination of this Agreement, the Parties will prepare and record a document evidencing the termination of this Agreement and the release of the easement granted herein.

7. Miscellaneous.

(a) Recitals. The Recitals set forth at the beginning of this Agreement shall be deemed a part of this Agreement.

(b) Good Faith. The Parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this Agreement and to execute such further instruments and documents as are necessary or appropriate to effectuate all of the terms and conditions of this Agreement.

(c) Not a Public Dedication; No Prescriptive Use or Adverse Possession. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the RCB Parcel or LBCO Parcel to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention that this Agreement will be strictly limited to and for the purposes expressed herein. The Parties hereby agree that no Party shall make any claim to the Easement Area beyond what is granted in this Agreement, whether by claim of prescriptive use, claim of adverse possession, boundary by agreement and/or any other legal theory of use or ownership which is inconsistent with this Agreement.

(d) Amendment. This Agreement may not be modified in any respect whatsoever or terminated, in whole or in part, except by written instrument duly executed and acknowledged by the Owners of the RCB Parcel and LBCO Parcel.

(e) Severability. If any term or provision of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

(f) Enforcement. In the event of a breach of any term, covenant, restriction or condition of this Agreement by any Party, any other Party to this Agreement shall have, in addition to the right to collect damages, the right to enjoin such breach or threatened breach in a court of competent jurisdiction.

(g) Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Agreement shall entitle any Party to terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such Party may have by reason of any breach of this Agreement.

(h) Attorneys' Fees. In the event any Party initiates or defends any legal action or proceeding to enforce or interpret this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover from the non-prevailing Party in any such action or

proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal) as determined by the court in the same or a separate proceeding.

(i) Successors and Assigns. The easements granted herein shall inure to the benefit and be binding upon the parties hereto, their respective successors, assigns, heirs and personal representatives, and upon any person or entity acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

(j) Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens hereof, run with the RCB Parcel and the LBCO Parcel and are binding upon and inure to the benefit of the Parties, and their respective heirs, trustees, beneficiaries, assigns, successors, and personal representatives.

(k) Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Parties.

(l) Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes and replaces all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

(m) Construction. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

(n) Joint and Several. In the event any property burdened or benefited by this Agreement is owned by more than one person, the obligations of said persons shall be joint and several.

(o) Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho, without reference to its choice of law rules that would apply the law of another jurisdiction.

(p) Exhibits. All exhibits attached to this Agreement are expressly made a part of and incorporated in this Agreement as fully as though completely set forth in this Agreement.

(q) Notice. All notices, demands, requests, and other communications under this Agreement (provided, however, that where this Agreement requires written approval or consent, e-mail shall suffice) shall be in writing and shall be deemed properly served or delivered, (i) if delivered by hand to the party to whose attention it is directed, or (ii) when sent, three (3) days after deposit in the U.S. mail, postage prepaid, certified mail, return receipt requested, or (iii) one (1) day after deposit with a nationally recognized air carrier providing next day delivery. All notices shall be addressed to the Parties at the address shown in the real property tax records:

(r) Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

RCB:

RIVER CLUB BOISE, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
County of _____)

On this _____ day of June, 2022, before me, _____, a Notary Public in and for said State, personally appeared <>, known or identified to me to be the manager or a member of River Club Boise, LLC, 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 affixed my official seal the day and year in this certificate first above written.

Notary Public
Residing at _____
My commission expires _____

LBCO:

LB RIVER CLUB OWNER LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
County of _____)

On this _____ day of June, 2022, before me,
_____, a Notary Public in and for said State, personally
appeared <>, known or identified to me to be the manager or a member of LB River Club
Owner LLC, 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 affixed my official seal
the day and year in this certificate first above written.

Notary Public
Residing at _____
My commission expires _____

EXHIBIT A
LEGAL DESCRIPTION OF LBCO PARCEL

A parcel of land located in Northwest One Quarter of Section 30, of Township 4 North, Range 2 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the One Quarter Corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the Section Corner common to Sections 19, 20, 29 and 30 of said Township 4 North, Range 2 East bears South 89°11'32" East, 2652.17 feet distant);

Thence from said One Quarter Corner, South 87° 19' 38" West, a distance of 1889.62 feet to the Southeasterly corner of Lot 16, Block 1 of Plantation Acres Subdivision, recorded in Book 14 of Plats at Page 941 of Ada County Records, said point being on the Southerly Right-of-Way line of West State Street and being the POINT OF BEGINNING;

Thence South 45° 50' 38" West, a distance of 452.33 feet on the easterly boundary line of said Plantation Acres Subdivision;

Thence South 45° 50' 38" West, a distance of 95.08 feet on the easterly boundary line of said Subdivision;

Thence South 44° 09' 22" East, a distance of 25.37 feet to a point of non-tangent curve;

Thence 566.25 feet on the arc of a curve to the right, said curve having a radius of 425.00 feet, a central angle of 76° 20' 15", a chord bearing of South 82° 25' 58" East, and a chord length of 525.28 feet;

Thence South 44° 15' 51" East, a distance of 1066.52 feet to a point of curve;

Thence 92.52 feet on the arc of a curve to the left, said curve having a radius of 425.00 feet, a central angle of 12° 28' 24", a chord bearing of South 50° 30' 03" East, and a chord length of 92.34 feet to a point of reverse curve;

Thence 217.75 feet on the arc of a curve to the right, said curve having a radius of 175.00 feet, a central angle of 71° 17' 34", a chord bearing of South 21° 05' 28" East, and a chord length of 203.97 feet to a point of reverse curve;

Thence 603.36 feet on the arc of a curve to the left, said curve having a radius of 425.00 feet, a central angle of 81° 20' 29", a chord bearing of South 26° 06' 56" East, and a chord length of 553.95 feet;

Thence South 66° 47' 11" East, a distance of 149.11 feet;

Thence South $01^{\circ} 29' 48''$ West, a distance of 15.00 feet to the northeast corner of Wedgewood Greens Subdivision;

Thence on the exterior boundary line of said Wedgewood Greens Subdivision for the following courses and distances:

Thence South $33^{\circ} 37' 54''$ East, a distance of 164.84 feet to a point of curve;

Thence 35.48 feet on the arc of a curve to the right, said curve having a radius of 50.00 feet, a central angle of $40^{\circ} 39' 26''$, a chord bearing of South $13^{\circ} 18' 11''$ East, and a chord length of 34.74 feet;

Thence South $89^{\circ} 56' 27''$ East, a distance of 114.18 feet;

Thence South $00^{\circ} 07' 01''$ East, a distance of 8.48 feet;

Thence leaving said exterior boundary line, South $89^{\circ} 24' 43''$ East, a distance of 117.62 feet to the southwest corner of Kessinger Subdivision;

Thence on the westerly boundary line of said Kessinger Subdivision and Savannah Greens No. 4 for the following courses and distances:

Thence North $00^{\circ} 26' 19''$ East, a distance of 66.37 feet;

Thence North $04^{\circ} 05' 27''$ West, a distance of 59.75 feet;

Thence North $13^{\circ} 37' 08''$ West, a distance of 124.77 feet;

Thence North $27^{\circ} 49' 52''$ West, a distance of 198.57 feet;

Thence North $38^{\circ} 53' 07''$ West, a distance of 165.00 feet to the southwesterly corner of said Savannah Greens No. 4;

Thence leaving said line, North $36^{\circ} 22' 28''$ West, a distance of 203.82 feet;

Thence North $43^{\circ} 58' 14''$ West, a distance of 256.08 feet;

Thence North $39^{\circ} 39' 46''$ East, a distance of 268.62 feet to a point on the southerly right of way line of West State Street;

Thence on the southerly right of way line of West State Street for the following courses and distances:

Thence North $50^{\circ} 47' 44''$ West, a distance of 122.55 feet;

Thence North $50^{\circ} 51' 55''$ West, a distance of 1449.31 feet to a point of curve;

Thence 217.41 feet on the arc of a curve to the left, said curve having a radius of 17229.00 feet, a central angle of $00^{\circ} 43' 23''$, a chord bearing of North $51^{\circ} 38' 58''$ West, and a chord length of 217.41 feet to the POINT OF BEGINNING.

The above described parcel contains 22.21 acres, more or less.

EXHIBIT B
LEGAL DESCRIPTION OF RCB PARCEL

LEGAL DESCRIPTION: Real property in the County of Ada, State of Idaho, described as follows:

PARCEL A:

A parcel of land located in Sections 19 and 30 of Township 4 North, Range 2 East, Boise Meridian, and Sections 24 and 25 of Township 4 North, Range 1 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the One Quarter Section Corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the Section Corner common to Sections 19, 20, 29 and 30 of said Township 4 North, Range 2 East bears South 89°11'32" East, 2652.17 feet distant);

Thence from said One Quarter Section Corner, South 87°19'38" West, a distance of 1889.62 feet (formerly described as South 87°19'41" West, 1889.58 feet) to the Southeasterly corner of Lot 16, Block 1 of Plantation Acres Subdivision, recorded in Book 14 of Plats at Page 941 of Ada County Records, said point being on the Southerly Right-of-Way line of West State Street and being the POINT OF BEGINNING;

Thence South 45° 50' 38" West, a distance of 452.33 feet (formerly described as South 45° 44' 14" West, 449.59 feet) on the southerly line of said Plantation Acres Subdivision to the southwesterly lot corner of Lot 1, Block 1 of Elmore Lake Townhomes Subdivision, recorded in Book 75 of Plats at Page 7722 of Ada County Records;

Thence North 48° 49' 22" West, a distance of 169.40 feet (formerly described as North 48° 55' 46" West, 169.72 feet) on the westerly line of said Elmore Lake Townhomes Subdivision and said line extended; Thence North 21° 10' 21" West, a distance of 350.24 feet (formerly described as North 21° 15' 46" West, 351.16') on the westerly line of those Deeds recorded as Instrument Numbers 100079629, 2016-125750, 112109226 and 2021-053038 of Ada County Records;

Thence North 14° 45' 22" West, a distance of 175.12 feet (formerly described as North 14° 51' 46" West, 172.06 feet) on the westerly line of that Deed recorded as Instrument Number 9014579 of Ada County Records;

Thence North 12° 00' 17" West, a distance of 49.57 feet to a point on the westerly line of that parcel of land shown on Record of Survey Number 10780 of Ada County Records;

Thence North 56° 51' 51" West, a distance of 753.13 feet (formerly described as North 56° 57' 18" West) on the westerly line said Record of Survey Number 10780 parcel;

Thence North 50° 20' 53" West, a distance of 273.01 feet (formerly described as North 49° 49' 19" West, 273.53 feet) on the westerly line of said Record of Survey Number

10780 parcel to the northeast corner of Lot 5, Block 1 of Lake Plantation Subdivision, recorded in Book 56 of Plats at Page 5210 of Ada County Records;

Thence on the northerly and easterly boundary line of said Lake Plantation Subdivision for the following courses and distances:

Thence South 42° 56' 16" West, a distance of 201.60 feet;

Thence South 61° 24' 07" East, a distance of 225.34 feet;

Thence South 83° 24' 28" East, a distance of 188.28 feet;

Thence South 62° 24' 09" East, a distance of 244.87 feet;

Thence South 41° 23' 21" East, a distance of 469.65 feet;

Thence South 14° 52' 30" East, a distance of 195.00 feet to the northeast corner of Lot 12, Block 1 of The Townhouse at Plantation No. 1 (Subdivision);

Thence leaving the easterly boundary line of said Lake Plantation Subdivision and on the exterior boundary line of said The Townhouse at Plantation No. 1 (Subdivision) for the following courses and distances:

Thence South 14° 52' 30" East, a distance of 200.00 feet (formerly described as 200.01 feet);

Thence South 25° 26' 10" East, a distance of 200.00 feet;

Thence South 61° 37' 31" West, a distance of 265.00 feet;

Thence North 24° 24' 40" West, a distance of 393.00 feet to the southwest corner of Lot 26, Block 1 of said Lake Plantation Subdivision;

Thence leaving the exterior boundary line of said The Townhouse at Plantation No. 1 (Subdivision) and on the exterior boundary line of said Lake Plantation Subdivision for the following courses and distances:

Thence North 24° 22' 31" West, a distance of 406.94 feet;

Thence North 28° 58' 08" West, a distance of 288.31 feet to a point of curve;

Thence 137.53 feet on the arc of a curve to the left, said curve having a radius of 74.71 feet, a central angle of 105° 28' 35", a chord bearing of North 81° 42' 14" West, and a chord length of 118.92 feet; Thence South 45° 33' 41" West, a distance of 197.78 feet to a point of curve on the northerly right of way line of West Riverside Drive;

Thence 271.85 feet on the arc of a curve to the left, said curve having a radius of 335.00 feet, a central angle of 46° 29' 41", a chord bearing of North 71° 01' 20" West, and a chord

length of 264.45 feet to a point of compound curve, said point being the southwest corner of Lot 1, Block 1 of said Lake Plantation Subdivision;

Thence leaving the exterior boundary line of said Lake Plantation Subdivision and on the northerly right of way line of West Riverside Drive for the following course and distances:

Thence 59.13 feet on the arc of a curve to the left, said curve having a radius of 335.00 feet, a central angle of $10^{\circ} 06' 48''$, a chord bearing of South $80^{\circ} 29' 17''$ West, and a chord length of 59.05 feet; Thence South $75^{\circ} 36' 16''$ West, a distance of 97.42 feet to a point of curve;

Thence 45.81 feet on the arc of a curve to the right, said curve having a radius of 175.00 feet, a central angle of $14^{\circ} 59' 55''$, a chord bearing of South $83^{\circ} 06' 16''$ West, and a chord length of 45.68 feet;

Thence North $89^{\circ} 22' 40''$ West, a distance of 339.36 feet (formerly described as North $89^{\circ} 23' 44''$ West, a distance of 338.95 feet) to a point of curve;

Thence 31.34 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of $89^{\circ} 46' 49''$, a chord bearing of North $44^{\circ} 30' 56''$ West, and a chord length of 28.23 feet (formerly described as arc length of 31.28 feet, a central angle of $89^{\circ} 37' 07''$ and a chord length of 28.19 feet) to a point on the easterly right of way line of North Glenwood Street;

Thence leaving the northerly right of way line of West Riverside Drive, South $00^{\circ} 00' 47''$ East, a distance of 90.11 feet (formerly described as 90.00 feet) on the easterly right of way line of North Glenwood Street to a point of curve;

Thence 31.63 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of $90^{\circ} 37' 58''$, a chord bearing of North $45^{\circ} 23' 29''$ East, and a chord length of 28.44 feet (formerly described as arc length of 31.54 feet, a central angle of $90^{\circ} 20' 52''$ and a chord length of 28.37 feet) on the southerly right of way line of West Riverside Drive;

Thence South $89^{\circ} 22' 40''$ East, a distance of 338.36 feet (formerly described as 338.38 feet) to a point of curve on the northerly boundary line of Daron Subdivision No. 1, recorded in Book 86 of Plats at Page 9709 of Ada County Records;

Thence on the exterior boundary line of said Daron Subdivision No. 1 for the following courses and distances:

Thence 58.90 feet on the arc of a curve to the left, said curve having a radius of 225.00 feet, a central angle of $14^{\circ} 59' 55''$, a chord bearing of North $83^{\circ} 06' 15''$ East, and a chord length of 58.73 feet (formerly described as arc length of 58.91 feet, a central angle of $15^{\circ} 00' 03''$ and a chord length of 58.74 feet);

Thence North $75^{\circ} 53' 11''$ East, a distance of 72.22 feet (formerly described as 72.42 feet);

Thence South 21° 34' 52" West, a distance of 399.97 feet (formerly described as 400.00 feet);

Thence South 17° 05' 34" West, a distance of 264.29 feet (formerly described as South 17° 06' 38" West, 264.53 feet) to a point of curve;

Thence leaving the exterior boundary line of said Daron Subdivision No. 1, 156.01 feet on the arc of a curve to the left, said curve having a radius of 117.00 feet, a central angle of 76° 23' 49", a chord bearing of South 21° 00' 10" East, and a chord length of 144.70 feet (formerly described as arc length of 155.83 feet, a central angle of 76° 18' 49", a chord bearing of South 21° 05' 10" East and a chord distance of 144.57 feet);

Thence South 59° 24' 46" East, a distance of 30.22 feet (formerly described as South 59° 20' 16" East, 30.10 feet) to a point of curve;

Thence 127.59 feet on the arc of a curve to the right, said curve having a radius of 153.00 feet, a central angle of 47° 46' 45", a chord bearing of South 35° 24' 47" East, and a chord length of 123.92 feet (formerly described as an arc length of 127.58 feet, a central angle of 47° 46' 41", a chord bearing of South 35° 26' 54" East, and a chord distance of 123.92 feet);

Thence South 11° 24' 39" East, a distance of 38.15 feet (formerly described as South 11° 33' 32" East, 38.45 feet) to a point on the toe of slope of the Corps of Engineers Dike – Northside of the Boise River;

Thence South 63° 24' 25" East, a distance of 169.57 feet (formerly described as South 63° 23' 44" East, 169.37 feet);

Thence South 50° 09' 19" East, a distance of 398.28 feet (formerly described as South 50° 09' 09" East, 398.13 feet);

Thence South 59° 28' 14" East, a distance of 160.51 feet;

Thence South 66° 28' 01" East, a distance of 310.74 feet;

Thence South 76° 23' 44" East, a distance of 337.01 feet;

Thence South 57° 03' 44" East, a distance of 81.56 feet;

Thence leaving the toe of slope of the Corps of Engineers Dike – Northside of the Boise River, and on the Northerly Bank of the Boise River for the following courses and distances:

Thence South 32° 56' 16" West, a distance of 39.00 feet;

Thence South 22° 05' 38" East, a distance of 137.41 feet;

Thence South 43° 08' 44" East, a distance of 37.11 feet;

Thence South 13° 07' 42" East, a distance of 61.01 feet (formerly described as South 13° 08' 44" East, 60.68 feet) to a point on the westerly boundary line of Wanner's Plantation Estates Subdivision, recorded in Book 59 of Plats at Page 5680 of Ada County Records;

Thence leaving the Northerly Bank of the Boise River and on the exterior boundary line of said Wanner's Plantation Estates Subdivision for the following courses and distances:

Thence North 06° 50' 28" West, a distance of 141.06 feet (formerly described as 140.53 feet);

Thence North 88° 24' 32" East, a distance of 226.06 feet;

Thence North 66° 38' 09" East, a distance of 14.80 feet (formerly described as 15.00 feet);

Thence North 04° 04' 54" West, a distance of 106.77 feet;

Thence North 89° 54' 16" East, a distance of 49.61 feet;

Thence South 51° 49' 18" East, a distance of 161.90 feet (formerly described as 161.80 feet);

Thence South 39° 30' 44" East, a distance of 413.96 feet (formerly described as 413.97 feet);

Thence South 31° 55' 28" East, a distance of 73.32 feet;

Thence South 10° 40' 13" East, a distance of 131.12 feet (formerly described as South 10° 40' 28" East, 131.28 feet) to the southeast corner of Lot 1, Block 1 of said Wanner's Plantation Estates Subdivision; Thence leaving said Wanner's Plantation Estates Subdivision, South 08° 51' 11" East, a distance of 46.30 feet (formerly described as South 08° 50' 40" East, 46.13 feet) to the northerly lot corner common to Lots 12 and 13, Block 6 of The Plantation No. 3 (Subdivision), recorded in Book 51 of Plats at Page 4249 of Ada County Records;

Thence on the exterior boundary line of said The Plantation No. 3 (Subdivision) for the following courses and distances:

Thence South 84° 22' 18" East, a distance of 176.62 feet (formerly described as 174.93 feet and 176.62 feet);

Thence South 47° 22' 18" East, a distance of 129.60 feet;

Thence South 21° 22' 18" East, a distance of 420.00 feet to the northeast corner of Lot 6, Block 5 of The Plantation No. 1 (Subdivision), recorded in Book 44 of Plats at Page 3529 of Ada County Records; Thence leaving the exterior boundary line of said The Plantation No. 3 (Subdivision) and on the exterior boundary line of said The Plantation No. 1 (Subdivision) for the following courses and distances: Thence South 21° 22' 18" East, a

distance of 372.26 feet (formerly described as 372.25 feet) to the northwest corner of Lot 2, Block 5 of said The Plantation No. 1 (Subdivision);

Thence South $10^{\circ} 37' 42''$ West, a distance of 115.94 feet to a point on a curve on the northerly right of way line of West Plantation Drive;

Thence 122.17 feet on the arc of a curve to the left, said curve having a radius of 175.00 feet, a central angle of $39^{\circ} 59' 55''$, a chord bearing of North $80^{\circ} 37' 39''$ East, and a chord length of 119.70 feet (formerly described as an arc length of 122.18 feet, a central angle of $40^{\circ} 00' 04''$ and a long chord of 119.71 feet);

Thence North $60^{\circ} 37' 38''$ East, a distance of 41.36 feet on said northerly right of way line to southeast corner of Lot 2, Block 5 of said The Plantation No. 1 (Subdivision);

Thence North $04^{\circ} 19' 15''$ West, a distance of 139.50 feet (formerly described as 139.20 feet) to the lot corner common to said Lot 2, Block 5 of said The Plantation No. 1 (Subdivision) and Lot 21, Block 4 of The Plantation No. 4 (Subdivision), recorded in Book 58 of Plats at Page 5480 of Ada County Records; Thence on the exterior boundary line of said The Plantation No. 4 (Subdivision) for the following courses and distances:

Thence North $10^{\circ} 22' 20''$ West, a distance of 655.71 feet (formerly described as 655.72 feet);

Thence North $59^{\circ} 42' 23''$ East, a distance of 181.76 feet, (formerly described as North $59^{\circ} 40' 15''$ East);

Thence South $63^{\circ} 40' 13''$ East, a distance of 180.00 feet (formerly described as South $63^{\circ} 42' 24''$ East);

Thence South $04^{\circ} 23' 44''$ East, a distance of 611.10 feet (formerly South $04^{\circ} 23' 41''$ East, a distance of 611.30 feet) to the lot corner common to Lot 4, Block 4 of said The Plantation No. 4 (Subdivision), and Lot 2, Block 4 of said The Plantation No. 1 (Subdivision) the exterior boundary line of said The Plantation No. 4 (Subdivision); Thence leaving the exterior boundary line of said The Plantation No. 4 (Subdivision), South $04^{\circ} 16' 03''$ East, a distance of 89.80 feet (formerly described as 89.83 feet) to the southwest corner of Lot 2, Block 4 of said The Plantation No. 1 (Subdivision), being a point of curve on the northerly right of way line of West Plantation Drive;

Thence 99.04 feet on the arc of a curve to the right, said curve having a radius of 525.00 feet, a central angle of $10^{\circ} 48' 30''$, a chord bearing of North $87^{\circ} 19' 37''$ East, and a chord length of 98.89 feet (formerly described as an arc length of 97.13 feet, a central angle of $10^{\circ} 36' 00''$ and a chord length of 96.99 feet);

Thence South $87^{\circ} 16' 03''$ East, a distance of 81.64 feet on said northerly right of way line of West Plantation Drive to the southerly lot corner common to Lots 1 and 2, Block 4 of said The Plantation No. 1 (Subdivision);

Thence North 02° 43' 57" East, a distance of 100.00 feet to the northerly lot corner common to Lots 1 and 2, Block 4 of said The Plantation No. 1 (Subdivision), said corner being common to the southwest corner of Lot 1, Block 2 of Wedgewood Greens Subdivision, recorded in Book 60 of Plats at Page 6042 of Ada County Records;

Thence on the exterior boundary line of said Wedgewood Greens Subdivision for the following courses and distances:

Thence North 08° 26' 53" West, a distance of 326.70 feet (formerly described as 326.92 feet);

Thence North 00° 07' 06" West, a distance of 188.46 feet (formerly described as 188.09 feet);

Thence South 88° 30' 12" East, a distance of 132.56 feet (formerly described as 132.47 feet);

Thence South 33° 37' 54" East, a distance of 164.84 feet (formerly described as 164.92 feet) to a point of curve;

Thence 35.48 feet on the arc of a curve to the right, said curve having a radius of 50.00 feet, a central angle of 40° 39' 26", a chord bearing of South 13° 18' 11" East, and a chord length of 34.74 feet (formerly described as a central angle of 40° 39' 24");

Thence South 89° 56' 27" East, a distance of 114.18 feet (formerly described as North 89° 54' 24" East);

Thence South 00° 07' 01" East, a distance of 8.48 feet (formerly described as South 00° 33' 04" West, 8.42 feet);

Thence leaving the exterior boundary line of said Wedgewood Greens Subdivision, South 89° 24' 43" East, a distance of 117.62 feet (formerly described as South 89° 23' 00" East, 117.90 feet);

Thence North 00° 26' 19" East, a distance of 66.37 feet (formerly described as North 00° 37' 00" East, 66.04 feet) to the westerly lot corner common to Lots 2 and 3, Block 1 of Kessinger Subdivision, recorded in Book 73 of Plats at Page 7586 of Ada County Records;

Thence North 04° 05' 27" West, a distance of 59.75 feet (formerly described as North 04° 14' 01" West, 60.22 feet) on the westerly boundary line of said Kessinger Subdivision;

Thence North 13° 37' 08" West, a distance of 124.77 feet (formerly described as North 13° 30' 03" West, 124.75 feet) on the westerly line of Kessinger Subdivision;

Thence North 27° 49' 52" West, a distance of 198.57 feet (formerly described as North 27° 54' 15" West, 198.01 feet) on the westerly line of Kessinger Subdivision and the

westerly boundary line of Savannah Greens Subdivision No. 4, recorded in Book 79 of Plats at Page 8455 of Ada County Records;

Thence North 38° 53' 07" West, a distance of 165.00 feet (formerly described as North 38° 51' 33" West) on the westerly boundary line of Savannah Greens Subdivision No. 4 to the westerly most boundary angle point of said Savannah Greens Subdivision No. 4;

Thence North 36° 22' 28" West, a distance of 203.82 feet (formerly described as North 36° 48' 46" West, 204.60 feet);

Thence North 43° 58' 14" West, a distance of 256.08 feet (formerly described as North 44° 07' 46" West);

Thence North 39° 39' 46" East, a distance of 268.62 feet (formerly described as North 39° 30' 14" East, 270.74 feet) to a point on the westerly right of way line of West State Street;

Thence North 50° 47' 44" West, a distance of 122.55 feet (formerly described as North 50° 48' 30" West, 121.13 feet) on the westerly right of way line of West State Street;

Thence North 50° 51' 55" West, a distance of 1449.31 feet (formerly described as 1449.43 feet) to a point of curve;

Thence 217.41 feet on the arc of a curve to the right, said curve having a radius of 17229.00 feet, a central angle of 00° 43' 23", a chord bearing of North 51° 38' 58" West, and a chord length of 217.41 feet (formerly described as an arc length of 217.09 feet, a central angle of 00° 43' 19" and a long chord of 217.09 feet) on the westerly right of way line of West State Street to the POINT OF BEGINNING.

PARCEL B:

A parcel of land located in Section 30 of Township 4 North, Range 2 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the One Quarter Section Corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the Section Corner common to Sections 19, 20, 29 and 30 of said Township 4 North, Range 2 East bears South 89°11'32" East, 2652.17 feet distant);

Thence from said One Quarter Section Corner, South 14°48'27" West, a distance of 2896.07 feet (formerly described as South 14°48'24" West, a distance of 2896.39 feet) to the Northeast corner of Lot 2, Block 1 of Orlovich's Plantation Subdivision, recorded in Book 58 of Plats at Pages 5633 to 5634 of Ada County Records, said point being on the Southerly Right of Way line of West Plantation Drive/Lane, and being the POINT OF BEGINNING;

Thence South 00° 07' 18" West, a distance of 139.89 feet (formerly described as 139.55 feet) to the northeast corner of Lot 3, Block 1 of Orlovich's Plantation Subdivision;

Thence South 88° 37' 32" West, a distance of 79.96 feet (formerly described as 80.26 feet) on said Lot Line;

Thence South 63° 36' 22" West, a distance of 74.51 feet (formerly described as 74.19 feet) on said Lot Line;

Thence South 76° 39' 22" West, a distance of 20.62 feet (formerly described as 20.71 feet) on said Lot Line;

Thence South 00° 38' 11" West, a distance of 256.01 feet (formerly described as 255.54 feet) on the westerly boundary line of said Orlovich's Plantation Subdivision and the westerly boundary of The Amended Plat of a Portion of Lot 1, and All of Lots 2, 3, 4, 5 and 6, Block 1, The Plantation No. 2 (hereinafter referred to as Amended Plat of Plantation No. 2), to a point on the westerly boundary of Lot 70, Block 1 of said Amended Plat of Plantation No. 2;

Thence on the exterior boundary line of Lot 70, Block 1, of said Amended Plat of Plantation No. 2 for the following courses and distances:

Thence South 58° 15' 54" West, a distance of 26.20 feet to a point of curve on the right-of-way line of Gramarcy Lane;

Thence 60.97 feet on the arc of a curve to the right, said curve having a radius of 45.00 feet, a central angle of 77° 37' 59", a chord bearing of South 06° 49' 19" West, and a chord length of 56.41 feet (formerly described as an arc length of 60.79, a central angle of 77° 23' 49" and a long chord of 56.27 feet) on the right-of-way line of Gramarcy Lane;

Thence South 44° 29' 21" East, a distance of 54.17 feet;

Thence South 00° 31' 36" West, a distance of 145.00 feet;

Thence North 89° 20' 48" West, a distance of 105.07 feet (formerly described as North 89° 28' 24" West, 105.00 feet);

Thence South 57° 39' 12" West, a distance of 77.34 feet (formerly described as South 57° 42' 27" West);

Thence South 52° 26' 01" East, a distance of 212.51 feet (formerly described as South 52° 27' 52" East, 212.38 feet);

Thence South 59° 58' 54" East, a distance of 120.71 feet;

Thence North 18° 33' 37" East, a distance of 135.10 feet;

Thence North 80° 43' 53" East, a distance of 360.80 feet (formerly described as 361.13 feet);

Thence South 89° 36' 39" East, a distance of 153.41 feet (formerly described as North 89° 43' 36" East, 153.71 feet);

Thence South 79° 23' 03" East, a distance of 205.39 feet (formerly described as South 78° 52' 56" East, 205.43 feet);

Thence South 68° 54' 25" East, a distance of 158.24 feet;

Thence South 62° 36' 21" East, a distance of 360.62 feet;

Thence South 89° 25' 48" East, a distance of 279.32 feet (formerly described as South 89° 34' 53" East, 280.00 feet);

Thence North 59° 52' 21" East, a distance of 68.97 feet (formerly described as North 60° 06' 58" East, 68.01 feet);

Thence North 19° 35' 18" East, a distance of 56.94 feet (formerly described as 56.66 feet) to the most easterly corner of Lot 47, Block 1 of said The Plantation No. 1 Subdivision, said point being on the southerly right-of-way line of West Sterling Lane/Drive, said point also being an angle point in the boundary line of Lot 70, Block 1 of said Amended Plat of Plantation No. 2;

Thence North 88° 28' 30" West, a distance of 15.47 feet to a point of curve;

Thence 62.74 feet on the arc of a curve to the right, said curve having a radius of 275.00 feet, a central angle of 13° 04' 16", a chord bearing of North 83° 19' 05" West, and a chord length of 62.60 feet (formerly described as an arc length of 62.40 feet, a central angle of 13° 00' 01" and a long chord of 62.26 feet) on the southerly right-of-way line of said West Sterling Lane/Drive;

Thence on the boundary line of said Amended Plat of Plantation No. 2 for the following courses and distances:

Thence South 58° 41' 52" West, a distance of 123.83 feet (formerly described as 123.88 feet);

Thence North 59° 19' 54" West, a distance of 80.07 feet (formerly described as 80.21 feet);

Thence North 44° 22' 16" West, a distance of 196.82 feet (formerly described as 196.43 feet);

Thence North 54° 27' 50" West, a distance of 179.53 feet (formerly described as 179.92 feet);

Thence North 59° 25' 23" West, a distance of 181.03 feet (formerly described as 180.82 feet);

Thence North 76° 24' 16" West, a distance of 231.42 feet (formerly described as 231.85 feet);

Thence North 89° 22' 37" West, a distance of 265.41 feet (formerly described as 265.10 feet);

Thence South 74° 34' 55" West, a distance of 95.32 feet (formerly described as 95.31 feet);

Thence South 85° 30' 36" West, a distance of 149.14 feet (formerly described as 148.81 feet);

Thence North 24° 29' 27" West, a distance of 151.47 feet (formerly described as 151.24 feet);

Thence North 05° 42' 09" East, a distance of 151.49 feet (formerly described as 151.37 feet);

Thence North 75° 36' 56" East, a distance of 151.26 feet (formerly described as 151.37 feet);

Thence South 84° 23' 36" East, a distance of 654.89 feet (formerly described as South 84° 25' 07" East, 655.27 feet);

Thence South 59° 25' 30" East, a distance of 415.10 feet (formerly described as South 59° 21' 59" East, 414.88 feet);

Thence South 49° 18' 07" East, a distance of 104.70 feet (formerly described as 104.63 feet);

Thence South 44° 26' 48" East, a distance of 191.30 feet (formerly described as 191.70 feet);

Thence South 59° 11' 39" East, a distance of 64.86 feet (formerly described as 64.69 feet);

Thence South 15° 50' 08" West, a distance of 100.25 feet (formerly described as 99.71 feet) to the southeast lot corner of Lot 15, Block 1 of said The Plantation No. 1 Subdivision, as same is Amended by said Amended Plat of Plantation No. 2, said point being a point of curve on the northerly right-of-way line of West Sterling Lane/Drive;

Thence leaving the boundary line of said Amended Plat of Plantation No. 2, 50.51 feet on the arc of a curve to the left, said curve having a radius of 225.00 feet, a central angle of 12° 51' 43" and a chord bearing of South 81° 22' 44" East, and a chord length of 50.40 feet (formerly described as an arc length of 50.45 feet, a central angle of 12° 50' 45" and a long chord of 50.34 feet) on the northerly right-of-way of said Sterling Lane/Drive;

Thence North 15° 50' 08" East, a distance of 110.26 feet (formerly described as 110.05 feet) to the northwest lot corner of Lot 71, Block 1 of said Amended Plat of Plantation No. 2;

Thence on the boundary line of said Amended Plat of Plantation No. 2 for the following courses and distances:

Thence South 88° 37' 00" East, a distance of 163.48 feet (formerly described as South 88° 41' 16" East, 163.53 feet);

Thence North 28° 24' 20" East, a distance of 152.00 feet;

Thence North 00° 56' 14" East, a distance of 34.99 feet (formerly described as North 00° 29' 31" East 35.06 feet);

Thence North 72° 28' 14" West, a distance of 213.04 feet (formerly described as North 72° 28' 03" West, 212.76 feet);

Thence North 59° 52' 28" West, a distance of 475.45 feet;

Thence North 11° 25' 57" East, a distance of 99.67 feet;

Thence North 78° 51' 40" West, a distance of 441.00 feet (formerly described as 440.31 feet) to a point of curve;

Thence 95.60 feet on the arc of a curve to the right, said curve having a radius of 225.00 feet, a central angle of 24° 20' 43", a chord bearing of North 66° 41' 46" West, and a chord length of 94.89 feet (formerly described as an arc length of 96.21 feet, a central angle of 24° 30' 00" and a long chord of 95.48 feet);

Thence South 35° 36' 40" West, a distance of 66.12 feet;

Thence North 87° 23' 30" West, a distance of 580.22 feet (formerly described as 580.27 feet);

Thence North 00° 18' 26" East, a distance of 95.85 feet (formerly described as 95.82 feet) to a point of curve on the southerly right of way line of West Plantation Drive/Lane;

Thence 31.76 feet on the arc of a curve to the left, said curve having a radius of 475.00 feet, a central angle of 03° 49' 53", a chord bearing of South 83° 09' 34" West, and a chord length of 31.76 feet (formerly described as an arc length of 31.77 feet and a central angle of 03° 49' 54") on the southerly right of way line of West Plantation Drive/Lane to the POINT OF BEGINNING.

LESS AND EXCEPT

A parcel of land located in Northwest One Quarter of Section 30, of Township 4 North, Range 2 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the One Quarter Corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the Section Corner common to Sections 19, 20, 29 and 30 of said Township 4 North, Range 2 East bears South $89^{\circ}11'32''$ East, 2652.17 feet distant);

Thence from said One Quarter Corner, South $87^{\circ}19'38''$ West, a distance of 1889.62 feet to the Southeasterly corner of Lot 16, Block 1 of Plantation Acres Subdivision, recorded in Book 14 of Plats at Page 941 of Ada County Records, said point being on the Southerly Right-of-Way line of West State Street and being the POINT OF BEGINNING;

Thence South $45^{\circ}50'38''$ West, a distance of 452.33 feet on the easterly boundary line of said Plantation Acres Subdivision;

Thence South $45^{\circ}50'38''$ West, a distance of 95.08 feet on the easterly boundary line of said Subdivision;

Thence South $44^{\circ}09'22''$ East, a distance of 25.37 feet to a point of non-tangent curve;

Thence 566.25 feet on the arc of a curve to the right, said curve having a radius of 425.00 feet, a central angle of $76^{\circ}20'15''$, a chord bearing of South $82^{\circ}25'58''$ East, and a chord length of 525.28 feet;

Thence South $44^{\circ}15'51''$ East, a distance of 1066.52 feet to a point of curve;

Thence 92.52 feet on the arc of a curve to the left, said curve having a radius of 425.00 feet, a central angle of $12^{\circ}28'24''$, a chord bearing of South $50^{\circ}30'03''$ East, and a chord length of 92.34 feet to a point of reverse curve;

Thence 217.75 feet on the arc of a curve to the right, said curve having a radius of 175.00 feet, a central angle of $71^{\circ}17'34''$, a chord bearing of South $21^{\circ}05'28''$ East, and a chord length of 203.97 feet to a point of reverse curve;

Thence 603.36 feet on the arc of a curve to the left, said curve having a radius of 425.00 feet, a central angle of $81^{\circ}20'29''$, a chord bearing of South $26^{\circ}06'56''$ East, and a chord length of 553.95 feet;

Thence South $66^{\circ}47'11''$ East, a distance of 149.11 feet;

Thence South $01^{\circ}29'48''$ West, a distance of 15.00 feet to the northeast corner of Wedgewood Greens Subdivision;

Thence on the exterior boundary line of said Wedgewood Greens Subdivision for the following courses and distances:

Thence South 33° 37' 54" East, a distance of 164.84 feet to a point of curve;

Thence 35.48 feet on the arc of a curve to the right, said curve having a radius of 50.00 feet, a central angle of 40° 39' 26", a chord bearing of South 13° 18' 11" East, and a chord length of 34.74 feet;

Thence South 89° 56' 27" East, a distance of 114.18 feet;

Thence South 00° 07' 01" East, a distance of 8.48 feet;

Thence leaving said exterior boundary line, South 89° 24' 43" East, a distance of 117.62 feet to the southwest corner of Kessinger Subdivision;

Thence on the westerly boundary line of said Kessinger Subdivision and Savannah Greens No. 4 for the following courses and distances:

Thence North 00° 26' 19" East, a distance of 66.37 feet;

Thence North 04° 05' 27" West, a distance of 59.75 feet;

Thence North 13° 37' 08" West, a distance of 124.77 feet;

Thence North 27° 49' 52" West, a distance of 198.57 feet;

Thence North 38° 53' 07" West, a distance of 165.00 feet to the southwesterly corner of said Savannah Greens No. 4;

Thence leaving said line, North 36° 22' 28" West, a distance of 203.82 feet;

Thence North 43° 58' 14" West, a distance of 256.08 feet;

Thence North 39° 39' 46" East, a distance of 268.62 feet to a point on the southerly right of way line of West State Street;

Thence on the southerly right of way line of West State Street for the following courses and distances:

Thence North 50° 47' 44" West, a distance of 122.55 feet;

Thence North 50° 51' 55" West, a distance of 1449.31 feet to a point of curve;

Thence 217.41 feet on the arc of a curve to the left, said curve having a radius of 17229.00 feet, a central angle of 00° 43' 23", a chord bearing of North 51° 38' 58" West, and a chord length of 217.41 feet to the POINT OF BEGINNING.

EXHIBIT G

Form of Development Agreement

Recording Requested By and
When Recorded Return to:

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is entered into on this _____ day of _____, 20__ ("**Effective Date**"), by and between LB River Club Owner LLC ("**LBCO**"), and River Club Boise, LLC, a Delaware limited liability company ("**RCB**"). LBCO and RCB are sometimes hereinafter referred to as "**Party**" individually and collectively referred to as the "**Parties**".

RECITALS

A. LBCO is the owner of that certain real property located in the City of Boise, Ada County, Idaho, which is more particularly described in Exhibit A, attached hereto and incorporated herein ("**LBCO Parcel**").

B. RCB owns that certain real property located in the City of Boise, Ada County, Idaho, which is adjacent to the LBCO Parcel to the south, which is more particularly described in Exhibit B, attached hereto and incorporated herein ("**RCB Parcel**").

C. LBCO desires to develop the LBCO Parcel. To facilitate the development of the LBCO Parcel, the Parties desire to enter into an agreement to bind the Parties regarding the granting of certain rights and the performance of certain obligations, as more specifically set forth herein.

D. The Parties hereby acknowledge and agree that the aggregate benefit given and received by each Party to this Agreement has been determined in advance through a process of arm's length negotiations.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and made a part of this Agreement, the mutual exchange of the covenants and agreements hereinafter set forth, and for other good and valuable

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consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Soils Excavation. In connection with the development of the LBCO Parcel, RCB acknowledges and agrees that LBCO may be required to excavate and remove soil, dirt and other materials from the LBCO Parcel ("**Excavation Materials**") in order to prepare the LBCO Parcel for the development of the LBCO Parcel (the "**Excavation**"). RCB agrees that the Excavation may necessitate the transport of the Excavation Materials to offsite facilities and that the relocation onto the RCB Parcel may reduce the construction costs of the development of the LBCO Parcel. In order to reduce such construction costs, RCB agrees that any required Excavation Materials may be relocated and transported onto the RCB Parcel and deposited in a location determined by RCB. All Excavation and transportation of the Excavation Materials will be conducted by LBCO.

2. Fill Materials. In connection with the development of the LBCO Parcel, RCB acknowledges and agrees that LBCO may be required to bring fill material onto the LBCO Parcel ("**Fill Material**") in order to prepare the LBCO Parcel for the development of the LBCO Parcel. RCB may select the location on the locations from the RCB Parcel where LBCO may extract the Fill Material. All extraction and transportation of the Fill Material will be conducted by LBCO.

3. Relocation of Irrigation Ditch. RCB acknowledges that an irrigation ditch currently runs through portions of the LBCO Parcel ("**Irrigation Ditch**"). The Irrigation Ditch is shown on Exhibit C, attached hereto and incorporated herein. In connection with the development of the LBCO Parcel the Irrigation Ditch may need to be relocated in order to accommodate the development of the LBCO Parcel. In the event that the relocation of the Irrigation Ditch is required or advisable to accommodate the development of the LBCO Parcel, RCB agrees that the Irrigation Ditch may be relocated onto the RCB Parcel. LBCO will relocate the Irrigation Ditch to a location reasonably selected by RCB on the RCB Parcel, but no closer than fifty (50) feet from the common boundary between the RCB Parcel and the LBCO Parcel.

4. License.

(a) Grant of License. RCB hereby grants a license to LBCO to enter onto the RCB Parcel to engage in the rights and activities authorized under this Agreement ("**License**").

(b) License Period. The License will commence as of the Effective Date and automatically expire upon the completion of the development of the LBCO Parcel or upon written notice from LBCO to RCB , whichever occurs sooner ("**License Period**").

(c) Access. LBCO, its employees, contractors and agents shall have the right of access to the RCB Parcel twenty-four (24) hours per day, seven (7) days per week during the License Period.

(d) **Damage.** RCB shall have no responsibility to LBCO or LBCO's agents, contractors, subcontractors or other invitees in the event of any damage to or theft or loss of any of LBCO or LBCO's agents, contractors, subcontractors or other invitees' equipment or personal property, except to the extent caused by RCB.

(e) **Insurance.** LBCO, either through itself or its general contractor, shall carry during the License Period commercial general liability insurance with a per occurrence limit of at least One Million Dollars (\$1,000,000), automotive liability coverage with limits at least equal to the minimum required by the State of Idaho, and workers' compensation and employer's liability coverage as required by law. LBCO shall add RCB as an additional insured on the foregoing insurance and provide RCB with a certificate of insurance prior to commencing any activities under this Agreement.

5. RCB Property. During the License Period, the Owner of the RCB Property shall continue to operate a golf course on the RCB Property and keep said golf course in first class condition and repair.

6. Termination. Upon the expiration of the License Period, this Agreement shall terminate and be of no further force and effect, and, promptly following receipt of a written request therefor from either Party, the other Party shall promptly execute, acknowledge and deliver a written release of this Agreement in a recordable form reasonably satisfactory to the requesting Party.

7. Continuity. The terms, covenants, conditions and agreements contained herein shall constitute covenants running with the land and shall be binding upon, and inure to the benefit of, the heirs, personal representatives, successors and assigns of the Parties.

8. Miscellaneous.

(a) **Notices.** All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered (including by means of professional messenger service), which notices and communications shall be deemed received on receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, which notices and communications shall be deemed received three days after deposit in the United States mail; (c) sent by overnight delivery using a nationally recognized overnight courier service, which notices and communications shall be deemed received one Business Day after deposit with such courier; or (d) sent by electronic mail, which notices and communications shall be deemed received on the delivering party's receipt of a transmission confirmation:

To LBCO: LB River Club Owner LLC
2029 Century Park East, Suite 2070
Los Angeles, CA 90067
Telephone No.: (310) 620-2893
Email: mmilich@brasacap.com

Attention: Matt Milich

with a copy to: LPC West, Inc.
c/o Lincoln Property Company
1211 SW 5th Avenue, Suite 700
Portland, OR 97204
Email: PGilligan@LPC.com
Attention: Patrick Gilligan

with a copy to: Justin T. Cranney, Esq.
Hawley Troxell Ennis & Hawley, LLP
877 Main Street, Suite 1000
P.O. Box 1617
Boise, ID 83701-1617
Email: jcranney@hawleytroxell.com

If to RCB: River Club Boise, LLC
6515 West State Street
Boise, ID 83703
Telephone No.: (805) 488-3552
Attention: Will Gustafson, Manager
Email: will@willgus.com

with a copy to: Scott S. Thompson, Esq.
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361
Telephone: (818) 427-3313
Email: sthompson@lormanlaw.com

(b) Attorneys' Fees. In the event of any action or reference proceeding for breach of or to enforce any provision or right under this Agreement, the unsuccessful party in such action or reference proceeding shall pay to the successful party all costs and expenses including, but not limited to, reasonable attorneys' fees incurred by the successful party in connection with such action or reference proceeding. The successful party shall be that party who, in light of the issues litigated and the court's or referee's decision on those issues, was more successful in the action or reference proceeding. The party who was more successful need not be determined to be the party who recovers a judgment in the action or reference proceeding. The provisions of this Section shall survive any termination of this Agreement.

(c) Further Assurances. LBCO and RCB agree that at any time, or from time to time after the execution of this Agreement, they will, upon request of the other, execute and deliver such other documents and do such further acts and things as such other party may reasonably request in order to fully effect the purpose of this Agreement.

(d) **Entire Agreement.** This Agreement is the entire agreement between RCB and LBCO with respect to the subject matter of this Agreement and supersedes all prior agreements between RCB and LBCO with respect to the subject matter of this Agreement.

(e) **Modifications in Writing.** This Agreement may not be altered, amended, changed, terminated or modified in any respect or particular, unless the same shall be in writing and signed by the party to be charged.

(f) **Time of the Essence.** Time is of the essence of this Agreement.

(g) **Applicable Law.** The laws of the State of Idaho shall be applied in interpreting and enforcing this Agreement.

(h) **Counterparts.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

(i) **Exhibits and Schedules.** All exhibits and schedules attached hereto are hereby incorporated herein by this reference.

(j) **Electronic Signature.** To the extent allowed under applicable law, this Agreement and any other documents, consents or agreements executed in connection therewith (each a "**Related Document**") may be executed through an "electronic signature". Any execution of this Agreement or any Related Document by any party by an electronic signature shall be valid, effective and binding upon the party executing, shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement or Related Document. For purposes hereof, (i) "electronic signature" means, without limitation, (A) a manually signed original signature that is then transmitted via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message, (B) a manually signed signature that is then transmitted via facsimile transmission or (C) an electronic signature produced or provided through an online digital signature service, such as "DocuSign", or (D) any other legally recognized form of electronic signature. The parties may deliver the Agreement or any Related Document or counterparts thereof by facsimile and/or e-mail transmission, which shall be binding.

[signatures appear on following page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the dates and at the places set forth opposite their respective signatures below.

LBCO:

Executed this ____ day of **LB River Club Owner LLC**,
June, 2022. a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
County of _____)

On this ____ day of June, 2022, before me, _____, a Notary Public in and for said State, personally appeared <>, known or identified to me to be the manager or a member of LB River Club Owner LLC, 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 affixed my official seal the day and year in this certificate first above written.

Notary Public
Residing at _____
My commission expires _____

RCB:

Executed this ____ day of **RIVER CLUB BOISE, LLC**,
June, 2022. a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
County of _____)

On this ____ day of June, 2022, before me,
_____, a Notary Public in and for said State, personally
appeared <>, known or identified to me to be the manager or a member of River Club
Boise, LLC, 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 affixed my official seal
the day and year in this certificate first above written.

Notary Public
Residing at _____
My commission expires _____

EXHIBIT A
LEGAL DESCRIPTION OF LBCO PARCEL

A parcel of land located in Northwest One Quarter of Section 30, of Township 4 North, Range 2 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the One Quarter Corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the Section Corner common to Sections 19, 20, 29 and 30 of said Township 4 North, Range 2 East bears South 89°11'32" East, 2652.17 feet distant);

Thence from said One Quarter Corner, South 87° 19' 38" West, a distance of 1889.62 feet to the Southeasterly corner of Lot 16, Block 1 of Plantation Acres Subdivision, recorded in Book 14 of Plats at Page 941 of Ada County Records, said point being on the Southerly Right-of-Way line of West State Street and being the POINT OF BEGINNING;

Thence South 45° 50' 38" West, a distance of 452.33 feet on the easterly boundary line of said Plantation Acres Subdivision;

Thence South 45° 50' 38" West, a distance of 95.08 feet on the easterly boundary line of said Subdivision;

Thence South 44° 09' 22" East, a distance of 25.37 feet to a point of non-tangent curve;

Thence 566.25 feet on the arc of a curve to the right, said curve having a radius of 425.00 feet, a central angle of 76° 20' 15", a chord bearing of South 82° 25' 58" East, and a chord length of 525.28 feet;

Thence South 44° 15' 51" East, a distance of 1066.52 feet to a point of curve;

Thence 92.52 feet on the arc of a curve to the left, said curve having a radius of 425.00 feet, a central angle of 12° 28' 24", a chord bearing of South 50° 30' 03" East, and a chord length of 92.34 feet to a point of reverse curve;

Thence 217.75 feet on the arc of a curve to the right, said curve having a radius of 175.00 feet, a central angle of 71° 17' 34", a chord bearing of South 21° 05' 28" East, and a chord length of 203.97 feet to a point of reverse curve;

Thence 603.36 feet on the arc of a curve to the left, said curve having a radius of 425.00 feet, a central angle of 81° 20' 29", a chord bearing of South 26° 06' 56" East, and a chord length of 553.95 feet;

Thence South 66° 47' 11" East, a distance of 149.11 feet;

Thence South $01^{\circ} 29' 48''$ West, a distance of 15.00 feet to the northeast corner of Wedgewood Greens Subdivision;

Thence on the exterior boundary line of said Wedgewood Greens Subdivision for the following courses and distances:

Thence South $33^{\circ} 37' 54''$ East, a distance of 164.84 feet to a point of curve;

Thence 35.48 feet on the arc of a curve to the right, said curve having a radius of 50.00 feet, a central angle of $40^{\circ} 39' 26''$, a chord bearing of South $13^{\circ} 18' 11''$ East, and a chord length of 34.74 feet;

Thence South $89^{\circ} 56' 27''$ East, a distance of 114.18 feet;

Thence South $00^{\circ} 07' 01''$ East, a distance of 8.48 feet;

Thence leaving said exterior boundary line, South $89^{\circ} 24' 43''$ East, a distance of 117.62 feet to the southwest corner of Kessinger Subdivision;

Thence on the westerly boundary line of said Kessinger Subdivision and Savannah Greens No. 4 for the following courses and distances:

Thence North $00^{\circ} 26' 19''$ East, a distance of 66.37 feet;

Thence North $04^{\circ} 05' 27''$ West, a distance of 59.75 feet;

Thence North $13^{\circ} 37' 08''$ West, a distance of 124.77 feet;

Thence North $27^{\circ} 49' 52''$ West, a distance of 198.57 feet;

Thence North $38^{\circ} 53' 07''$ West, a distance of 165.00 feet to the southwesterly corner of said Savannah Greens No. 4;

Thence leaving said line, North $36^{\circ} 22' 28''$ West, a distance of 203.82 feet;

Thence North $43^{\circ} 58' 14''$ West, a distance of 256.08 feet;

Thence North $39^{\circ} 39' 46''$ East, a distance of 268.62 feet to a point on the southerly right of way line of West State Street;

Thence on the southerly right of way line of West State Street for the following courses and distances:

Thence North $50^{\circ} 47' 44''$ West, a distance of 122.55 feet;

Thence North $50^{\circ} 51' 55''$ West, a distance of 1449.31 feet to a point of curve;

Thence 217.41 feet on the arc of a curve to the left, said curve having a radius of 17229.00 feet, a central angle of $00^{\circ} 43' 23''$, a chord bearing of North $51^{\circ} 38' 58''$ West, and a chord length of 217.41 feet to the POINT OF BEGINNING.

The above described parcel contains 22.21 acres, more or less.

EXHIBIT B
LEGAL DESCRIPTION OF RCB PARCEL

LEGAL DESCRIPTION: Real property in the County of Ada, State of Idaho, described as follows:

PARCEL A:

A parcel of land located in Sections 19 and 30 of Township 4 North, Range 2 East, Boise Meridian, and Sections 24 and 25 of Township 4 North, Range 1 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the One Quarter Section Corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the Section Corner common to Sections 19, 20, 29 and 30 of said Township 4 North, Range 2 East bears South 89°11'32" East, 2652.17 feet distant);

Thence from said One Quarter Section Corner, South 87°19'38" West, a distance of 1889.62 feet (formerly described as South 87°19'41" West, 1889.58 feet) to the Southeasterly corner of Lot 16, Block 1 of Plantation Acres Subdivision, recorded in Book 14 of Plats at Page 941 of Ada County Records, said point being on the Southerly Right-of-Way line of West State Street and being the POINT OF BEGINNING;

Thence South 45° 50' 38" West, a distance of 452.33 feet (formerly described as South 45° 44' 14" West, 449.59 feet) on the southerly line of said Plantation Acres Subdivision to the southwesterly lot corner of Lot 1, Block 1 of Elmore Lake Townhomes Subdivision, recorded in Book 75 of Plats at Page 7722 of Ada County Records;

Thence North 48° 49' 22" West, a distance of 169.40 feet (formerly described as North 48° 55' 46" West, 169.72 feet) on the westerly line of said Elmore Lake Townhomes Subdivision and said line extended; Thence North 21° 10' 21" West, a distance of 350.24 feet (formerly described as North 21° 15' 46" West, 351.16') on the westerly line of those Deeds recorded as Instrument Numbers 100079629, 2016-125750, 112109226 and 2021-053038 of Ada County Records;

Thence North 14° 45' 22" West, a distance of 175.12 feet (formerly described as North 14° 51' 46" West, 172.06 feet) on the westerly line of that Deed recorded as Instrument Number 9014579 of Ada County Records;

Thence North 12° 00' 17" West, a distance of 49.57 feet to a point on the westerly line of that parcel of land shown on Record of Survey Number 10780 of Ada County Records;

Thence North 56° 51' 51" West, a distance of 753.13 feet (formerly described as North 56° 57' 18" West) on the westerly line said Record of Survey Number 10780 parcel;

Thence North 50° 20' 53" West, a distance of 273.01 feet (formerly described as North 49° 49' 19" West, 273.53 feet) on the westerly line of said Record of Survey Number

10780 parcel to the northeast corner of Lot 5, Block 1 of Lake Plantation Subdivision, recorded in Book 56 of Plats at Page 5210 of Ada County Records;

Thence on the northerly and easterly boundary line of said Lake Plantation Subdivision for the following courses and distances:

Thence South 42° 56' 16" West, a distance of 201.60 feet;

Thence South 61° 24' 07" East, a distance of 225.34 feet;

Thence South 83° 24' 28" East, a distance of 188.28 feet;

Thence South 62° 24' 09" East, a distance of 244.87 feet;

Thence South 41° 23' 21" East, a distance of 469.65 feet;

Thence South 14° 52' 30" East, a distance of 195.00 feet to the northeast corner of Lot 12, Block 1 of The Townhouse at Plantation No. 1 (Subdivision);

Thence leaving the easterly boundary line of said Lake Plantation Subdivision and on the exterior boundary line of said The Townhouse at Plantation No. 1 (Subdivision) for the following courses and distances:

Thence South 14° 52' 30" East, a distance of 200.00 feet (formerly described as 200.01 feet);

Thence South 25° 26' 10" East, a distance of 200.00 feet;

Thence South 61° 37' 31" West, a distance of 265.00 feet;

Thence North 24° 24' 40" West, a distance of 393.00 feet to the southwest corner of Lot 26, Block 1 of said Lake Plantation Subdivision;

Thence leaving the exterior boundary line of said The Townhouse at Plantation No. 1 (Subdivision) and on the exterior boundary line of said Lake Plantation Subdivision for the following courses and distances:

Thence North 24° 22' 31" West, a distance of 406.94 feet;

Thence North 28° 58' 08" West, a distance of 288.31 feet to a point of curve;

Thence 137.53 feet on the arc of a curve to the left, said curve having a radius of 74.71 feet, a central angle of 105° 28' 35", a chord bearing of North 81° 42' 14" West, and a chord length of 118.92 feet; Thence South 45° 33' 41" West, a distance of 197.78 feet to a point of curve on the northerly right of way line of West Riverside Drive;

Thence 271.85 feet on the arc of a curve to the left, said curve having a radius of 335.00 feet, a central angle of 46° 29' 41", a chord bearing of North 71° 01' 20" West, and a chord

length of 264.45 feet to a point of compound curve, said point being the southwest corner of Lot 1, Block 1 of said Lake Plantation Subdivision;

Thence leaving the exterior boundary line of said Lake Plantation Subdivision and on the northerly right of way line of West Riverside Drive for the following course and distances:

Thence 59.13 feet on the arc of a curve to the left, said curve having a radius of 335.00 feet, a central angle of $10^{\circ} 06' 48''$, a chord bearing of South $80^{\circ} 29' 17''$ West, and a chord length of 59.05 feet; Thence South $75^{\circ} 36' 16''$ West, a distance of 97.42 feet to a point of curve;

Thence 45.81 feet on the arc of a curve to the right, said curve having a radius of 175.00 feet, a central angle of $14^{\circ} 59' 55''$, a chord bearing of South $83^{\circ} 06' 16''$ West, and a chord length of 45.68 feet;

Thence North $89^{\circ} 22' 40''$ West, a distance of 339.36 feet (formerly described as North $89^{\circ} 23' 44''$ West, a distance of 338.95 feet) to a point of curve;

Thence 31.34 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of $89^{\circ} 46' 49''$, a chord bearing of North $44^{\circ} 30' 56''$ West, and a chord length of 28.23 feet (formerly described as arc length of 31.28 feet, a central angle of $89^{\circ} 37' 07''$ and a chord length of 28.19 feet) to a point on the easterly right of way line of North Glenwood Street;

Thence leaving the northerly right of way line of West Riverside Drive, South $00^{\circ} 00' 47''$ East, a distance of 90.11 feet (formerly described as 90.00 feet) on the easterly right of way line of North Glenwood Street to a point of curve;

Thence 31.63 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of $90^{\circ} 37' 58''$, a chord bearing of North $45^{\circ} 23' 29''$ East, and a chord length of 28.44 feet (formerly described as arc length of 31.54 feet, a central angle of $90^{\circ} 20' 52''$ and a chord length of 28.37 feet) on the southerly right of way line of West Riverside Drive;

Thence South $89^{\circ} 22' 40''$ East, a distance of 338.36 feet (formerly described as 338.38 feet) to a point of curve on the northerly boundary line of Daron Subdivision No. 1, recorded in Book 86 of Plats at Page 9709 of Ada County Records;

Thence on the exterior boundary line of said Daron Subdivision No. 1 for the following courses and distances:

Thence 58.90 feet on the arc of a curve to the left, said curve having a radius of 225.00 feet, a central angle of $14^{\circ} 59' 55''$, a chord bearing of North $83^{\circ} 06' 15''$ East, and a chord length of 58.73 feet (formerly described as arc length of 58.91 feet, a central angle of $15^{\circ} 00' 03''$ and a chord length of 58.74 feet);

Thence North $75^{\circ} 53' 11''$ East, a distance of 72.22 feet (formerly described as 72.42 feet);

Thence South 21° 34' 52" West, a distance of 399.97 feet (formerly described as 400.00 feet);

Thence South 17° 05' 34" West, a distance of 264.29 feet (formerly described as South 17° 06' 38" West, 264.53 feet) to a point of curve;

Thence leaving the exterior boundary line of said Daron Subdivision No. 1, 156.01 feet on the arc of a curve to the left, said curve having a radius of 117.00 feet, a central angle of 76° 23' 49", a chord bearing of South 21° 00' 10" East, and a chord length of 144.70 feet (formerly described as arc length of 155.83 feet, a central angle of 76° 18' 49", a chord bearing of South 21° 05' 10" East and a chord distance of 144.57 feet);

Thence South 59° 24' 46" East, a distance of 30.22 feet (formerly described as South 59° 20' 16" East, 30.10 feet) to a point of curve;

Thence 127.59 feet on the arc of a curve to the right, said curve having a radius of 153.00 feet, a central angle of 47° 46' 45", a chord bearing of South 35° 24' 47" East, and a chord length of 123.92 feet (formerly described as an arc length of 127.58 feet, a central angle of 47° 46' 41", a chord bearing of South 35° 26' 54" East, and a chord distance of 123.92 feet);

Thence South 11° 24' 39" East, a distance of 38.15 feet (formerly described as South 11° 33' 32" East, 38.45 feet) to a point on the toe of slope of the Corps of Engineers Dike – Northside of the Boise River;

Thence South 63° 24' 25" East, a distance of 169.57 feet (formerly described as South 63° 23' 44" East, 169.37 feet);

Thence South 50° 09' 19" East, a distance of 398.28 feet (formerly described as South 50° 09' 09" East, 398.13 feet);

Thence South 59° 28' 14" East, a distance of 160.51 feet;

Thence South 66° 28' 01" East, a distance of 310.74 feet;

Thence South 76° 23' 44" East, a distance of 337.01 feet;

Thence South 57° 03' 44" East, a distance of 81.56 feet;

Thence leaving the toe of slope of the Corps of Engineers Dike – Northside of the Boise River, and on the Northerly Bank of the Boise River for the following courses and distances:

Thence South 32° 56' 16" West, a distance of 39.00 feet;

Thence South 22° 05' 38" East, a distance of 137.41 feet;

Thence South 43° 08' 44" East, a distance of 37.11 feet;

Thence South 13° 07' 42" East, a distance of 61.01 feet (formerly described as South 13° 08' 44" East, 60.68 feet) to a point on the westerly boundary line of Wanner's Plantation Estates Subdivision, recorded in Book 59 of Plats at Page 5680 of Ada County Records;

Thence leaving the Northerly Bank of the Boise River and on the exterior boundary line of said Wanner's Plantation Estates Subdivision for the following courses and distances:

Thence North 06° 50' 28" West, a distance of 141.06 feet (formerly described as 140.53 feet);

Thence North 88° 24' 32" East, a distance of 226.06 feet;

Thence North 66° 38' 09" East, a distance of 14.80 feet (formerly described as 15.00 feet);

Thence North 04° 04' 54" West, a distance of 106.77 feet;

Thence North 89° 54' 16" East, a distance of 49.61 feet;

Thence South 51° 49' 18" East, a distance of 161.90 feet (formerly described as 161.80 feet);

Thence South 39° 30' 44" East, a distance of 413.96 feet (formerly described as 413.97 feet);

Thence South 31° 55' 28" East, a distance of 73.32 feet;

Thence South 10° 40' 13" East, a distance of 131.12 feet (formerly described as South 10° 40' 28" East, 131.28 feet) to the southeast corner of Lot 1, Block 1 of said Wanner's Plantation Estates Subdivision; Thence leaving said Wanner's Plantation Estates Subdivision, South 08° 51' 11" East, a distance of 46.30 feet (formerly described as South 08° 50' 40" East, 46.13 feet) to the northerly lot corner common to Lots 12 and 13, Block 6 of The Plantation No. 3 (Subdivision), recorded in Book 51 of Plats at Page 4249 of Ada County Records;

Thence on the exterior boundary line of said The Plantation No. 3 (Subdivision) for the following courses and distances:

Thence South 84° 22' 18" East, a distance of 176.62 feet (formerly described as 174.93 feet and 176.62 feet);

Thence South 47° 22' 18" East, a distance of 129.60 feet;

Thence South 21° 22' 18" East, a distance of 420.00 feet to the northeast corner of Lot 6, Block 5 of The Plantation No. 1 (Subdivision), recorded in Book 44 of Plats at Page 3529 of Ada County Records; Thence leaving the exterior boundary line of said The Plantation No. 3 (Subdivision) and on the exterior boundary line of said The Plantation No. 1 (Subdivision) for the following courses and distances: Thence South 21° 22' 18" East, a

distance of 372.26 feet (formerly described as 372.25 feet) to the northwest corner of Lot 2, Block 5 of said The Plantation No. 1 (Subdivision);

Thence South $10^{\circ} 37' 42''$ West, a distance of 115.94 feet to a point on a curve on the northerly right of way line of West Plantation Drive;

Thence 122.17 feet on the arc of a curve to the left, said curve having a radius of 175.00 feet, a central angle of $39^{\circ} 59' 55''$, a chord bearing of North $80^{\circ} 37' 39''$ East, and a chord length of 119.70 feet (formerly described as an arc length of 122.18 feet, a central angle of $40^{\circ} 00' 04''$ and a long chord of 119.71 feet);

Thence North $60^{\circ} 37' 38''$ East, a distance of 41.36 feet on said northerly right of way line to southeast corner of Lot 2, Block 5 of said The Plantation No. 1 (Subdivision);

Thence North $04^{\circ} 19' 15''$ West, a distance of 139.50 feet (formerly described as 139.20 feet) to the lot corner common to said Lot 2, Block 5 of said The Plantation No. 1 (Subdivision) and Lot 21, Block 4 of The Plantation No. 4 (Subdivision), recorded in Book 58 of Plats at Page 5480 of Ada County Records; Thence on the exterior boundary line of said The Plantation No. 4 (Subdivision) for the following courses and distances:

Thence North $10^{\circ} 22' 20''$ West, a distance of 655.71 feet (formerly described as 655.72 feet);

Thence North $59^{\circ} 42' 23''$ East, a distance of 181.76 feet, (formerly described as North $59^{\circ} 40' 15''$ East);

Thence South $63^{\circ} 40' 13''$ East, a distance of 180.00 feet (formerly described as South $63^{\circ} 42' 24''$ East);

Thence South $04^{\circ} 23' 44''$ East, a distance of 611.10 feet (formerly South $04^{\circ} 23' 41''$ East, a distance of 611.30 feet) to the lot corner common to Lot 4, Block 4 of said The Plantation No. 4 (Subdivision), and Lot 2, Block 4 of said The Plantation No. 1 (Subdivision) the exterior boundary line of said The Plantation No. 4 (Subdivision); Thence leaving the exterior boundary line of said The Plantation No. 4 (Subdivision), South $04^{\circ} 16' 03''$ East, a distance of 89.80 feet (formerly described as 89.83 feet) to the southwest corner of Lot 2, Block 4 of said The Plantation No. 1 (Subdivision), being a point of curve on the northerly right of way line of West Plantation Drive;

Thence 99.04 feet on the arc of a curve to the right, said curve having a radius of 525.00 feet, a central angle of $10^{\circ} 48' 30''$, a chord bearing of North $87^{\circ} 19' 37''$ East, and a chord length of 98.89 feet (formerly described as an arc length of 97.13 feet, a central angle of $10^{\circ} 36' 00''$ and a chord length of 96.99 feet);

Thence South $87^{\circ} 16' 03''$ East, a distance of 81.64 feet on said northerly right of way line of West Plantation Drive to the southerly lot corner common to Lots 1 and 2, Block 4 of said The Plantation No. 1 (Subdivision);

Thence North 02° 43' 57" East, a distance of 100.00 feet to the northerly lot corner common to Lots 1 and 2, Block 4 of said The Plantation No. 1 (Subdivision), said corner being common to the southwest corner of Lot 1, Block 2 of Wedgewood Greens Subdivision, recorded in Book 60 of Plats at Page 6042 of Ada County Records;

Thence on the exterior boundary line of said Wedgewood Greens Subdivision for the following courses and distances:

Thence North 08° 26' 53" West, a distance of 326.70 feet (formerly described as 326.92 feet);

Thence North 00° 07' 06" West, a distance of 188.46 feet (formerly described as 188.09 feet);

Thence South 88° 30' 12" East, a distance of 132.56 feet (formerly described as 132.47 feet);

Thence South 33° 37' 54" East, a distance of 164.84 feet (formerly described as 164.92 feet) to a point of curve;

Thence 35.48 feet on the arc of a curve to the right, said curve having a radius of 50.00 feet, a central angle of 40° 39' 26", a chord bearing of South 13° 18' 11" East, and a chord length of 34.74 feet (formerly described as a central angle of 40° 39' 24");

Thence South 89° 56' 27" East, a distance of 114.18 feet (formerly described as North 89° 54' 24" East);

Thence South 00° 07' 01" East, a distance of 8.48 feet (formerly described as South 00° 33' 04" West, 8.42 feet);

Thence leaving the exterior boundary line of said Wedgewood Greens Subdivision, South 89° 24' 43" East, a distance of 117.62 feet (formerly described as South 89° 23' 00" East, 117.90 feet);

Thence North 00° 26' 19" East, a distance of 66.37 feet (formerly described as North 00° 37' 00" East, 66.04 feet) to the westerly lot corner common to Lots 2 and 3, Block 1 of Kessinger Subdivision, recorded in Book 73 of Plats at Page 7586 of Ada County Records;

Thence North 04° 05' 27" West, a distance of 59.75 feet (formerly described as North 04° 14' 01" West, 60.22 feet) on the westerly boundary line of said Kessinger Subdivision;

Thence North 13° 37' 08" West, a distance of 124.77 feet (formerly described as North 13° 30' 03" West, 124.75 feet) on the westerly line of Kessinger Subdivision;

Thence North 27° 49' 52" West, a distance of 198.57 feet (formerly described as North 27° 54' 15" West, 198.01 feet) on the westerly line of Kessinger Subdivision and the

westerly boundary line of Savannah Greens Subdivision No. 4, recorded in Book 79 of Plats at Page 8455 of Ada County Records;

Thence North 38° 53' 07" West, a distance of 165.00 feet (formerly described as North 38° 51' 33" West) on the westerly boundary line of Savannah Greens Subdivision No. 4 to the westerly most boundary angle point of said Savannah Greens Subdivision No. 4;

Thence North 36° 22' 28" West, a distance of 203.82 feet (formerly described as North 36° 48' 46" West, 204.60 feet);

Thence North 43° 58' 14" West, a distance of 256.08 feet (formerly described as North 44° 07' 46" West);

Thence North 39° 39' 46" East, a distance of 268.62 feet (formerly described as North 39° 30' 14" East, 270.74 feet) to a point on the westerly right of way line of West State Street;

Thence North 50° 47' 44" West, a distance of 122.55 feet (formerly described as North 50° 48' 30" West, 121.13 feet) on the westerly right of way line of West State Street;

Thence North 50° 51' 55" West, a distance of 1449.31 feet (formerly described as 1449.43 feet) to a point of curve;

Thence 217.41 feet on the arc of a curve to the right, said curve having a radius of 17229.00 feet, a central angle of 00° 43' 23", a chord bearing of North 51° 38' 58" West, and a chord length of 217.41 feet (formerly described as an arc length of 217.09 feet, a central angle of 00° 43' 19" and a long chord of 217.09 feet) on the westerly right of way line of West State Street to the POINT OF BEGINNING.

PARCEL B:

A parcel of land located in Section 30 of Township 4 North, Range 2 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the One Quarter Section Corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the Section Corner common to Sections 19, 20, 29 and 30 of said Township 4 North, Range 2 East bears South 89°11'32" East, 2652.17 feet distant);

Thence from said One Quarter Section Corner, South 14°48'27" West, a distance of 2896.07 feet (formerly described as South 14°48'24" West, a distance of 2896.39 feet) to the Northeast corner of Lot 2, Block 1 of Orlovich's Plantation Subdivision, recorded in Book 58 of Plats at Pages 5633 to 5634 of Ada County Records, said point being on the Southerly Right of Way line of West Plantation Drive/Lane, and being the POINT OF BEGINNING;

Thence South 00° 07' 18" West, a distance of 139.89 feet (formerly described as 139.55 feet) to the northeast corner of Lot 3, Block 1 of Orlovich's Plantation Subdivision;

Thence South 88° 37' 32" West, a distance of 79.96 feet (formerly described as 80.26 feet) on said Lot Line;

Thence South 63° 36' 22" West, a distance of 74.51 feet (formerly described as 74.19 feet) on said Lot Line;

Thence South 76° 39' 22" West, a distance of 20.62 feet (formerly described as 20.71 feet) on said Lot Line;

Thence South 00° 38' 11" West, a distance of 256.01 feet (formerly described as 255.54 feet) on the westerly boundary line of said Orlovich's Plantation Subdivision and the westerly boundary of The Amended Plat of a Portion of Lot 1, and All of Lots 2, 3, 4, 5 and 6, Block 1, The Plantation No. 2 (hereinafter referred to as Amended Plat of Plantation No. 2), to a point on the westerly boundary of Lot 70, Block 1 of said Amended Plat of Plantation No. 2;

Thence on the exterior boundary line of Lot 70, Block 1, of said Amended Plat of Plantation No. 2 for the following courses and distances:

Thence South 58° 15' 54" West, a distance of 26.20 feet to a point of curve on the right-of-way line of Gramarcy Lane;

Thence 60.97 feet on the arc of a curve to the right, said curve having a radius of 45.00 feet, a central angle of 77° 37' 59", a chord bearing of South 06° 49' 19" West, and a chord length of 56.41 feet (formerly described as an arc length of 60.79, a central angle of 77° 23' 49" and a long chord of 56.27 feet) on the right-of-way line of Gramarcy Lane;

Thence South 44° 29' 21" East, a distance of 54.17 feet;

Thence South 00° 31' 36" West, a distance of 145.00 feet;

Thence North 89° 20' 48" West, a distance of 105.07 feet (formerly described as North 89° 28' 24" West, 105.00 feet);

Thence South 57° 39' 12" West, a distance of 77.34 feet (formerly described as South 57° 42' 27" West);

Thence South 52° 26' 01" East, a distance of 212.51 feet (formerly described as South 52° 27' 52" East, 212.38 feet);

Thence South 59° 58' 54" East, a distance of 120.71 feet;

Thence North 18° 33' 37" East, a distance of 135.10 feet;

Thence North 80° 43' 53" East, a distance of 360.80 feet (formerly described as 361.13 feet);

Thence South 89° 36' 39" East, a distance of 153.41 feet (formerly described as North 89° 43' 36" East, 153.71 feet);

Thence South 79° 23' 03" East, a distance of 205.39 feet (formerly described as South 78° 52' 56" East, 205.43 feet);

Thence South 68° 54' 25" East, a distance of 158.24 feet;

Thence South 62° 36' 21" East, a distance of 360.62 feet;

Thence South 89° 25' 48" East, a distance of 279.32 feet (formerly described as South 89° 34' 53" East, 280.00 feet);

Thence North 59° 52' 21" East, a distance of 68.97 feet (formerly described as North 60° 06' 58" East, 68.01 feet);

Thence North 19° 35' 18" East, a distance of 56.94 feet (formerly described as 56.66 feet) to the most easterly corner of Lot 47, Block 1 of said The Plantation No. 1 Subdivision, said point being on the southerly right-of-way line of West Sterling Lane/Drive, said point also being an angle point in the boundary line of Lot 70, Block 1 of said Amended Plat of Plantation No. 2;

Thence North 88° 28' 30" West, a distance of 15.47 feet to a point of curve;

Thence 62.74 feet on the arc of a curve to the right, said curve having a radius of 275.00 feet, a central angle of 13° 04' 16", a chord bearing of North 83° 19' 05" West, and a chord length of 62.60 feet (formerly described as an arc length of 62.40 feet, a central angle of 13° 00' 01" and a long chord of 62.26 feet) on the southerly right-of-way line of said West Sterling Lane/Drive;

Thence on the boundary line of said Amended Plat of Plantation No. 2 for the following courses and distances:

Thence South 58° 41' 52" West, a distance of 123.83 feet (formerly described as 123.88 feet);

Thence North 59° 19' 54" West, a distance of 80.07 feet (formerly described as 80.21 feet);

Thence North 44° 22' 16" West, a distance of 196.82 feet (formerly described as 196.43 feet);

Thence North 54° 27' 50" West, a distance of 179.53 feet (formerly described as 179.92 feet);

Thence North 59° 25' 23" West, a distance of 181.03 feet (formerly described as 180.82 feet);

Thence North 76° 24' 16" West, a distance of 231.42 feet (formerly described as 231.85 feet);

Thence North 89° 22' 37" West, a distance of 265.41 feet (formerly described as 265.10 feet);

Thence South 74° 34' 55" West, a distance of 95.32 feet (formerly described as 95.31 feet);

Thence South 85° 30' 36" West, a distance of 149.14 feet (formerly described as 148.81 feet);

Thence North 24° 29' 27" West, a distance of 151.47 feet (formerly described as 151.24 feet);

Thence North 05° 42' 09" East, a distance of 151.49 feet (formerly described as 151.37 feet);

Thence North 75° 36' 56" East, a distance of 151.26 feet (formerly described as 151.37 feet);

Thence South 84° 23' 36" East, a distance of 654.89 feet (formerly described as South 84° 25' 07" East, 655.27 feet);

Thence South 59° 25' 30" East, a distance of 415.10 feet (formerly described as South 59° 21' 59" East, 414.88 feet);

Thence South 49° 18' 07" East, a distance of 104.70 feet (formerly described as 104.63 feet);

Thence South 44° 26' 48" East, a distance of 191.30 feet (formerly described as 191.70 feet);

Thence South 59° 11' 39" East, a distance of 64.86 feet (formerly described as 64.69 feet);

Thence South 15° 50' 08" West, a distance of 100.25 feet (formerly described as 99.71 feet) to the southeast lot corner of Lot 15, Block 1 of said The Plantation No. 1 Subdivision, as same is Amended by said Amended Plat of Plantation No. 2, said point being a point of curve on the northerly right-of-way line of West Sterling Lane/Drive;

Thence leaving the boundary line of said Amended Plat of Plantation No. 2, 50.51 feet on the arc of a curve to the left, said curve having a radius of 225.00 feet, a central angle of 12° 51' 43" and a chord bearing of South 81° 22' 44" East, and a chord length of 50.40 feet (formerly described as an arc length of 50.45 feet, a central angle of 12° 50' 45" and a long chord of 50.34 feet) on the northerly right-of-way of said Sterling Lane/Drive;

Thence North 15° 50' 08" East, a distance of 110.26 feet (formerly described as 110.05 feet) to the northwest lot corner of Lot 71, Block 1 of said Amended Plat of Plantation No. 2;

Thence on the boundary line of said Amended Plat of Plantation No. 2 for the following courses and distances:

Thence South 88° 37' 00" East, a distance of 163.48 feet (formerly described as South 88° 41' 16" East, 163.53 feet);

Thence North 28° 24' 20" East, a distance of 152.00 feet;

Thence North 00° 56' 14" East, a distance of 34.99 feet (formerly described as North 00° 29' 31" East 35.06 feet);

Thence North 72° 28' 14" West, a distance of 213.04 feet (formerly described as North 72° 28' 03" West, 212.76 feet);

Thence North 59° 52' 28" West, a distance of 475.45 feet;

Thence North 11° 25' 57" East, a distance of 99.67 feet;

Thence North 78° 51' 40" West, a distance of 441.00 feet (formerly described as 440.31 feet) to a point of curve;

Thence 95.60 feet on the arc of a curve to the right, said curve having a radius of 225.00 feet, a central angle of 24° 20' 43", a chord bearing of North 66° 41' 46" West, and a chord length of 94.89 feet (formerly described as an arc length of 96.21 feet, a central angle of 24° 30' 00" and a long chord of 95.48 feet);

Thence South 35° 36' 40" West, a distance of 66.12 feet;

Thence North 87° 23' 30" West, a distance of 580.22 feet (formerly described as 580.27 feet);

Thence North 00° 18' 26" East, a distance of 95.85 feet (formerly described as 95.82 feet) to a point of curve on the southerly right of way line of West Plantation Drive/Lane;

Thence 31.76 feet on the arc of a curve to the left, said curve having a radius of 475.00 feet, a central angle of 03° 49' 53", a chord bearing of South 83° 09' 34" West, and a chord length of 31.76 feet (formerly described as an arc length of 31.77 feet and a central angle of 03° 49' 54") on the southerly right of way line of West Plantation Drive/Lane to the POINT OF BEGINNING.

LESS AND EXCEPT

A parcel of land located in Northwest One Quarter of Section 30, of Township 4 North, Range 2 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at the One Quarter Corner common to Sections 19 and 30 of said Township 4 North, Range 2 East, (from which point the Section Corner common to Sections 19, 20, 29 and 30 of said Township 4 North, Range 2 East bears South $89^{\circ}11'32''$ East, 2652.17 feet distant);

Thence from said One Quarter Corner, South $87^{\circ}19'38''$ West, a distance of 1889.62 feet to the Southeasterly corner of Lot 16, Block 1 of Plantation Acres Subdivision, recorded in Book 14 of Plats at Page 941 of Ada County Records, said point being on the Southerly Right-of-Way line of West State Street and being the POINT OF BEGINNING;

Thence South $45^{\circ}50'38''$ West, a distance of 452.33 feet on the easterly boundary line of said Plantation Acres Subdivision;

Thence South $45^{\circ}50'38''$ West, a distance of 95.08 feet on the easterly boundary line of said Subdivision;

Thence South $44^{\circ}09'22''$ East, a distance of 25.37 feet to a point of non-tangent curve;

Thence 566.25 feet on the arc of a curve to the right, said curve having a radius of 425.00 feet, a central angle of $76^{\circ}20'15''$, a chord bearing of South $82^{\circ}25'58''$ East, and a chord length of 525.28 feet;

Thence South $44^{\circ}15'51''$ East, a distance of 1066.52 feet to a point of curve;

Thence 92.52 feet on the arc of a curve to the left, said curve having a radius of 425.00 feet, a central angle of $12^{\circ}28'24''$, a chord bearing of South $50^{\circ}30'03''$ East, and a chord length of 92.34 feet to a point of reverse curve;

Thence 217.75 feet on the arc of a curve to the right, said curve having a radius of 175.00 feet, a central angle of $71^{\circ}17'34''$, a chord bearing of South $21^{\circ}05'28''$ East, and a chord length of 203.97 feet to a point of reverse curve;

Thence 603.36 feet on the arc of a curve to the left, said curve having a radius of 425.00 feet, a central angle of $81^{\circ}20'29''$, a chord bearing of South $26^{\circ}06'56''$ East, and a chord length of 553.95 feet;

Thence South $66^{\circ}47'11''$ East, a distance of 149.11 feet;

Thence South $01^{\circ}29'48''$ West, a distance of 15.00 feet to the northeast corner of Wedgewood Greens Subdivision;

Thence on the exterior boundary line of said Wedgewood Greens Subdivision for the following courses and distances:

Thence South 33° 37' 54" East, a distance of 164.84 feet to a point of curve;

Thence 35.48 feet on the arc of a curve to the right, said curve having a radius of 50.00 feet, a central angle of 40° 39' 26", a chord bearing of South 13° 18' 11" East, and a chord length of 34.74 feet;

Thence South 89° 56' 27" East, a distance of 114.18 feet;

Thence South 00° 07' 01" East, a distance of 8.48 feet;

Thence leaving said exterior boundary line, South 89° 24' 43" East, a distance of 117.62 feet to the southwest corner of Kessinger Subdivision;

Thence on the westerly boundary line of said Kessinger Subdivision and Savannah Greens No. 4 for the following courses and distances:

Thence North 00° 26' 19" East, a distance of 66.37 feet;

Thence North 04° 05' 27" West, a distance of 59.75 feet;

Thence North 13° 37' 08" West, a distance of 124.77 feet;

Thence North 27° 49' 52" West, a distance of 198.57 feet;

Thence North 38° 53' 07" West, a distance of 165.00 feet to the southwesterly corner of said Savannah Greens No. 4;

Thence leaving said line, North 36° 22' 28" West, a distance of 203.82 feet;

Thence North 43° 58' 14" West, a distance of 256.08 feet;

Thence North 39° 39' 46" East, a distance of 268.62 feet to a point on the southerly right of way line of West State Street;

Thence on the southerly right of way line of West State Street for the following courses and distances:

Thence North 50° 47' 44" West, a distance of 122.55 feet;

Thence North 50° 51' 55" West, a distance of 1449.31 feet to a point of curve;

Thence 217.41 feet on the arc of a curve to the left, said curve having a radius of 17229.00 feet, a central angle of 00° 43' 23", a chord bearing of North 51° 38' 58" West, and a chord length of 217.41 feet to the POINT OF BEGINNING.

EXHIBIT C
DEPICTION OF IRRIGATION DITCH

