



ZONING MAP AMENDMENT (REZONE) APPLICATION

Permit info: ZONFY2026-0002
 Application Date: 12/22/2025 Rec'd by: _____
 FOR OFFICE USE ONLY

6015 Glenwood Street ▪ Garden City, ID 83714 ▪ 208.472.2921
 ▪ www.gardencityidaho.org ▪ building@gardencityidaho.org

APPLICANT	PROPERTY OWNER
Name: Curtis Crystal	Name: Mike Amschel
Company: BRS Architects	Company: Family Pool & Spa
Address: 1010 S. Allante Place	Address: 4902 W. Chinden Blvd.
City: Boise	City: Garden City
State: ID. Zip: 83709	State: ID. Zip: 83714
Tel.: 208-336-8370	Tel.: 208-939-7665
E-mail: curtis@brsarchitects.com	E-mail: mike@familypoolandspaid.com

PROPERTY INFORMATION

Site Address: 4902 W. Chinden Blvd.		
Subdivision Name: 4N 2E 31	Lot:	Block:
Tax Parcel Number: S0631244751	Zoning: C-2	Total Acres: .58
Proposed Use: Retail Sales & Service	Floodplain: yes <input type="checkbox"/> no	
Existing Zoning: C-2	Proposed Zoning: C-1	
Existing use: Retail Sales	Proposed use: Retail Sales & Service	
Surrounding Zoning: C-1 & C-2	Surrounding Uses:	

Is the property proposed to be annexed into Garden City?

YES

NO

How does the proposed zoning map amendment comply with the applicable provisions of the Comprehensive Plan?

The property is considered to be within the Green Boulevard Corridor, a Neighborhood Destination Activity Node and Light Industrial-Bradley Technology District.

How does the proposed zoning map amendment comply with the regulations outlined for the proposed zoning district?

The proposed zoning change to C-1 matches the adjacent properties to the east and south along Chinden Boulevard.

How does the proposed zoning map amendment affect the public health, safety, and welfare of the community? Granting this zoning change will not create any non conformities and will not affect the public health, safety, and welfare of the community.

Does a zoning map amendment result in an impact upon the delivery of services including, but not limited to, school districts, utilities, fire safety, school districts, etc?

YES NO

I consent to this application and hereby certify that information contained on this application and in the accompanying materials is correct to the best of my knowledge. I agree to be responsible for all application materials, fees and application correspondence with the City. I will hold harmless and indemnify the City of Garden City from any and all claims and/or causes of action from or an outcome of the issuance of a permit from the City.

[Signature] 11-17-25 [Signature] 12/18/25
Signature of the Applicant (date) Signature of the Owner (date)

APPLICATION INFORMATION REQUIRED

NOTE:

AN ELECTRONIC COPY OF THE ENTIRE APPLICATION SUBMITTAL REQUIRED
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

ONE (1) HARD COPY OF EACH CHECKLIST ITEM REQUIRED:

- Compliance Statement and Statement of Intent
- Preliminary Title Report
- Neighborhood Map
- NA Master Plan
- Site Plan
- NA Topographic Survey
- NA Natural Hazard and Resources Analysis
- Dedications and Easements
- Affidavit of Legal Interest
- Waiver Request of Application Materials

PLEASE CHECK THE FOLLOWING:

INFORMATION REQUIRED ON COMPLIANCE STATEMENT AND STATEMENT OF INTENT:

- Statement explaining how the proposed structure(s) is compliant with the standards of review for the proposed application
- Should include purpose, scope, and intent of project
- Information concerning noxious uses, noise, vibration, and any other aspects of the use or structure that may impact adjacent properties or the surrounding community

INFORMATION FOR PRELIMINARY TITLE REPORT:

- Document confirming property has been purchased contingent to approvals by city and other agencies
- Document should confirm if there are liens on property and if there are other issues with title
- Document typically generated by lender or title company

INFORMATION REQUIRED ON NEIGHBORHOOD MAP:

- 8 ½" x 11" size minimum
- Location of contiguous lots and lot(s) immediately across from any public or private street, building envelopes and/or existing buildings and structures at a scale not less than one inch equals one hundred feet (1" = 100')
- Impact of the proposed siting on existing buildings, structures, and/or building envelopes

INFORMATION REQUIRED ON MASTER PLAN:

- NA The master plan is a plan that includes narrative information and illustrations about the proposal
- NA The required narrative information shall be as follows:
 - a. Description of the vision for the Master Plan area, including design guidelines, land uses and phasing of development
 - b. A range of square footage, density, site coverage, and locational distribution of land uses;
 - c. Description of a circulation plan for autos, bicycles, transit, and pedestrians within the site and to other off site systems including the Boise River Greenbelt and other waterways
 - d. Description of the amenities within the site including both natural and manmade
 - e. Description of the general mass, scale, and character of the buildings
 - f. Summary of general public facility requirements to serve the development; and
 - g. Proposal for incorporation of existing structures in future development plans
- NA The required illustrative plans shall be as follows:
 - a. A map showing property dimensions and legal description
 - b. A map showing existing and proposed building footprints
 - c. A map showing the circulation system including streets, alleys, parking, pedestrian walkways and linkages both within and outside the district.
 - d. A diagram showing development parcels, maximum unit densities, site ingress and egress, and relationship of development to public amenities, public facilities, and/or open site areas
- NA A section showing the relationship of the buildings, public spaces and the street edge to adjacent properties

INFORMATION REQUIRED ON SITE PLAN:

- 24" x 36" size minimum
- Scale not less than 1" = 20'), legend, and north arrow.
- Property boundary, dimensions, setbacks and parcel size.
- Location of the proposed building, improvement, sign, fence or other structure, and the relationship to the platted building envelope and/or building zone
- Building envelope dimensions with the center of the envelope location established in relation to the property lines
- Adjacent public and private street right of way lines
- Total square footage of all proposed structures calculated for each floor. If the application is for an addition or alteration to an existing building or structure, then the new or altered portions shall be clearly indicated on the plans and the square footage of new or altered portion and the existing building shall be included in the calculations
- NA For uses classified as drive-through, the site plan shall demonstrate safe pedestrian and vehicular access and circulation on the site and between adjacent properties as required in Section 8-2C-13 of Title 8.
- For uses other than a drive-through, the site plan shall demonstrate safe vehicular access as required in 8-4E-4
- Driveways, access to public streets, parking with stalls, loading areas.
- Sidewalks, bike and pedestrian paths.
- Berms, walls, screens, hedges and fencing.
- NA Location and width of easements, canals, ditches, drainage areas.
- Location, dimensions and type of signs.
- Trash storage and mechanical equipment and screening.
- Parking including noted number of regular, handicap and bike parking as well as dimensions of spaces and drive aisles depicted on plan
- NA Log depicting square footage of impervious surface, building and landscaping
- Location and height of fences and exterior walls
- Location and dimensions of outdoor storage areas
- NA Location of utilities and outdoor serviced equipment and areas
- NA Location of any proposed public art
- NA Location of any proposed exterior site furniture
- NA Location of any exterior lighting
- Location of any existing or proposed signage

INFORMATION FOR TOPOGRAPHIC SURVEY:

- NA The topographic map is a map of the application site and adjoining parcels prepared by an engineer and/or land surveyor, and at a scale of not less than one inch (1") to twenty feet (20'). If the site has been known to have been altered over time, then the applicant shall provide evidence of the natural topography of the site.

INFORMATION FOR NATURAL HAZARD AND RESOURCES ANALYSIS:

- NA Prepared by a licensed engineer
- NA The natural hazards and resources analysis shall provide an inventory and recommendation regarding natural conditions existing on the site.
- NA The analysis shall include: significant natural resources existing on the site shall be indentified including vegetation; fish and wildlife habitat; and water, including streams and riparian zones. A plan for preservation and/or mitigation of significant resources should be prepared by a qualified professional.
- NA For subdivisions within a floodplain: Detained information on the nature, source, and extent of the hazard and the proposed actions to minimize or

eliminate danger to public health, safety or property. The analysis shall include the following information:

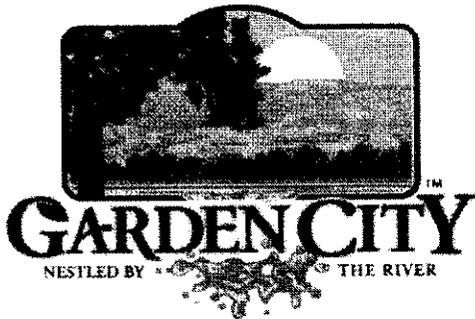
- a. The location of existing water channels and drainage ways, floodway, flood plain and base flood elevation
- b. The location of all planned improvements including dams, dikes, and similar structures
- c. All planned diversions, alterations or rerouting of channels and drainage ways.

INFORMATION FOR DEDICATIONS AND EASEMENTS:

- NA The statement of intent for dedications and/or easements shall include the location, size, dimensions, and purpose.

INFORMATION REQUIRED FOR WAIVER REQUEST OF APPLICATION MATERIALS:

- Statement must include a list of the application materials to be waived and an explanation for the request.



6015 Glenwood Street · Garden City, Idaho 83714
Phone 208 - 472-2921 · Fax 208 - 472-2926
www.gardencityidaho.org

Property Owner Permission (Affidavit of Legal Interest)

State of Idaho)
)SS
County of Ada)

I, Family Pool and Spa LLC, 4902 W. Chinden Blvd.
Name Address of Owner

(must be primary owner as noted in Ada County Assessor's records.
If the primary owner is a business write the business name)

Garden City, Idaho 83714
City State and Zip

Being first duly sworn upon oath, depose and say:

1. That I am the record owner of the property described on the attached, and I grant my permission to BRS Architects,
Name of Applicant
to submit the accompanying application pertaining to 4902 W. Chinden Blvd.,
Address of Property Subject to this Affidavit
Garden City Idaho, 83714 property.

- 2. I agree to indemnify, defend, and hold the City of Garden City and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.
- 3. I hereby grant permission to City of Garden City staff to enter the subject property for the purpose of site inspections related to processing said applications.
- 4. I acknowledge that all fees related to said applications and improvements are ultimately the property owner's responsibility.

Dated this Eleventh day of November, 2025

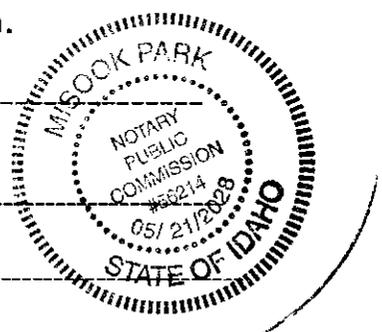
M. Amusche Mike Amusche
Signature Printed Name
(must be primary owner, registered agent, or otherwise have legal authority to sign on behalf of primary owner)

Subscribed and sworn to before me the day and year first above written.

M. Amusche
Notary Public for Idaho

Residing at: Boise, Idaho

My Commission expires 05/31/20





ARCHITECTS

1010 S. Allante Place, Suite 100

Boise, Idaho 83709

Telephone 208 336-8370

www.hrsarchitects.com

December 16, 2025

Please accept this letter as the Compliance Statement & Statement of Intent to rezone the property at 4902 W. Chinden Boulevard from zone C-2 General Commercial to zone C-1 Highway Commercial. The purpose of rezone request is to allow the business to provide off-site service and maintenance as part of their business model, which is an allowed use in zone C-1.

This property is located on the northwest side of 49th Street and Chinden Boulevard that is a boundary of zones C-1 and C-2 in this area. If the parcel rezone is granted it would be a continuation of C-1 zoned properties along Chinden Boulevard and not considered spot zoning.

The parcel is a fully developed commercial site approximately half-acre in size. There is an existing 3,000 square foot building on the site, with asphalt paved parking and vehicular circulation. There is landscaping along the west property line.

The site has vehicle access from Chinden Boulevard and 49th Street, that offers flexible movement on and off the property. Traffic generated by the business has minimal impact on the adjacent roadways. They are compatible with neighboring businesses and have no negative effect on the character, public health, safety or general welfare of the area.

This site is in between two Transit Nodes, one is west at the intersection of Chinden Boulevard and Glenwood Street. The other node is east at the intersection of Chinden Boulevard and Veterans Parkway. Both are approximately a mile from the Family Pool & Spa property. However, there is a local transit bus stop on the south side of Chinden Boulevard near Murray Street. There are no walking paths in the area and the nearest traffic light with a pedestrian walkway is at 50th Street. Bus users walk along the shoulder of Chinden Boulevard to reach the bus stop.

The property is within a quarter mile of the 'Neighborhood Activity Node' at 50th Street and Chinden Boulevard. Characteristics of the activity nodes are a mix of uses, public spaces, compatible transitions to the area surrounding a node. Non-motorized connections, like walking paths, are encouraged within a quarter mile of the node center. As mentioned, there are no sidewalks on Chinden Boulevard that would create a connection to the future neighborhood node.

Future land use 'Light Industrial Bradley Technology District' is indicated in an area currently zoned C-1 and C-2. This designation encourages limited industrial support businesses such as offices or research-related activities like data processing. Other uses include, but are not limited to, publishing industries such as newspapers, books, music, Internet and software; recording and broadcasting studios; data processing centers, Internet providers and other information systems.

This rezone request does not run counter to any principles within Garden City Zoning Code or the Comprehensive Plan. It will not negatively impact the public health, safety or welfare of the surrounding properties. The zoning map amendment would not result in any adverse impact on the delivery of services within the city.

Thank you for your consideration,

Curtis Crystal
BRS Architects



ARCHITECTS

1010 S. Allante Place, Suite 100

Boise, Idaho 83709

Telephone 208 336-8370

www.brsarchitects.com

November 25, 2025

Zoning Change – Waiver Request

Property address: 4902 W. Chinden Boulevard Garden City

Waiver Request of Application Materials

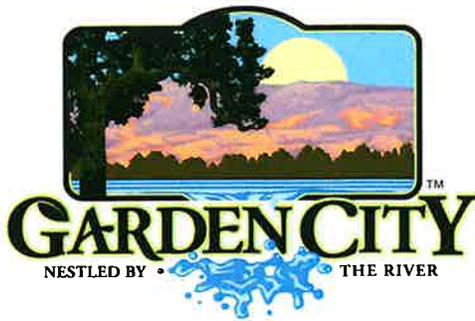
Dear Planning & Zoning Commission,

We are requesting a waiver for some requirements listed on the Zoning Map Amendment (Rezone) Application. Those items included a Master Plan, Topographic Survey, a Natural Hazard and Resources Analysis.

Reasons for the waiver request are:

- This is an existing fully developed parcel. Some of the features are as follows: existing mature landscape beds, asphalt paved parking and vehicle circulation.
- The site is flat with no unusual topographic features.
- The area is not in a flood plain, nor does it contain any other natural hazards to impacting parking, internal site vehicle movement and/or pedestrian circulation.
- There are no intended changes planned for the site or existing building at this time.

Thank you for your consideration.



6015 Glenwood Street • Garden City, Idaho 83714
Phone 208 - 472-2921 • Fax 208 - 472-2926 •
www.gardencityidaho.org

Affidavit of Neighborhood Meeting

State of Idaho)
)SS
County of Ada)

I, Curtis Crystal _____, 1010 S. Allante Place, Ste. 100
Name (be full legal name) Address

Boise _____, Idaho, 83709
City State and Zip

Being first duly sworn upon oath, depose and say:

1. That I provided the attached notice to all individuals owning property within 300' of 4902 W. Chinden Blvd. (project address) Garden City, Idaho.
2. The list of individuals that I sent the notice to include all entities that were on the 300' radius list provided by the city of Garden City.
3. I posted the site in accordance with the requirements found in Garden City Code 8-6A-7. B.1, affidavit thereof attached.
4. The location of the meeting was 4902 W. Chinden Blvd.
5. The date of the meeting was: December 10th, a Monday, Tuesday, Wednesday, Thursday, or Friday (please circle the day of the week). (must be a weekday not less than 10 days ahead of this submittal and not more than three months ahead of this submittal).
6. The time of the meeting was: 5:30 pm. (must be between 5:30pm - 8:00pm)
7. I remained on site from 5:15 pm to 6:00 pm (must be on site a minimum of 30 minutes even if no one is in attendance).
8. The attached sign-in sheet includes all attendees.

Dated this 16 day of DECEMBER, 2025.

Curtis Crystal
Signature

Subscribed and sworn to before me the day and year first above written

Joseph Thompson
Notary Public for Idaho

Residing at: ADA COUNTY, IDAHO

My Commission expires 1/22/2030



- REQUIRED ATTACHEMENTS**
1. Neighborhood meeting notice
 2. Affidavit of posting
 3. Sign in sheet

Neighborhood Meeting Sign-in Sheet Template

Day: Wednesday

Date: 12-10-2025

Time: 5:30pm

Project Synopsis: Rezoning the property at 4902 W. Chinden Blvd. from C-2 General Commercial to C-1 Highway Commercial.

Name	Address	Email	Are you interested in receiving more information as the application progresses? (yes/no)
Michael Hunsberr	4902 W. Chinden	E5Amische@hotmail.com	yes
Curtis Crustain	1015 S. ALLANTH PLACE APT. 100	Mik (@) familypostcardspair.com	



ARCHITECTS

1010 S. Allante Place, Suite 100

Boise, Idaho 83709

Telephone 208 336-8370

www.hrsarchitects.com

November 19th 2025

Family Pool & Spa
4902 W. Chinden Blvd.
Garden City Idaho

RE: Neighborhood Meeting Notice for a property rezone in your neighborhood

To whom it may concern:

You are invited to a neighborhood meeting to discuss the rezoning of a property in your neighborhood. The purpose of the meeting is to discuss the project, answer any questions, and listen to your feedback and suggestions.

Meeting Date: Wednesday December 10th

Meeting Time: 5:30pm

Meeting Location: 4902 W. Chinden Blvd.

Project Summary: Rezoning the business located at 4902 W. Chinden Blvd. from C-2 General Commercial to C-1 Highway Commercial.

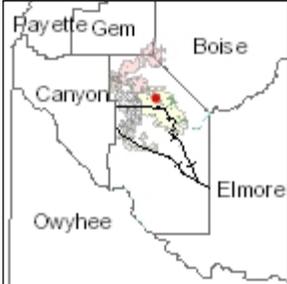
If you would like to contact us ahead of the meeting, you can reach us at 208-336-8370 or curtis@hrsarchitects.com during regular business hours. We look forward to hearing from you.

Sincerely,

Curtis Crystal
BRS Architects

Ada County Assessor

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION OR LEGAL PURPOSES.



Legend

- + Railroad
- Roads (<2,000 scale)
 - <all other values>
 - Interstate
 - Ramp
 - Principal Arterial
 - Collector
 - Minor Arterial
 - Local
 - Parks
 - Alley
 - Driveway
- Parks
- Address
- Townships
- Sections
- Condos
- Parcels

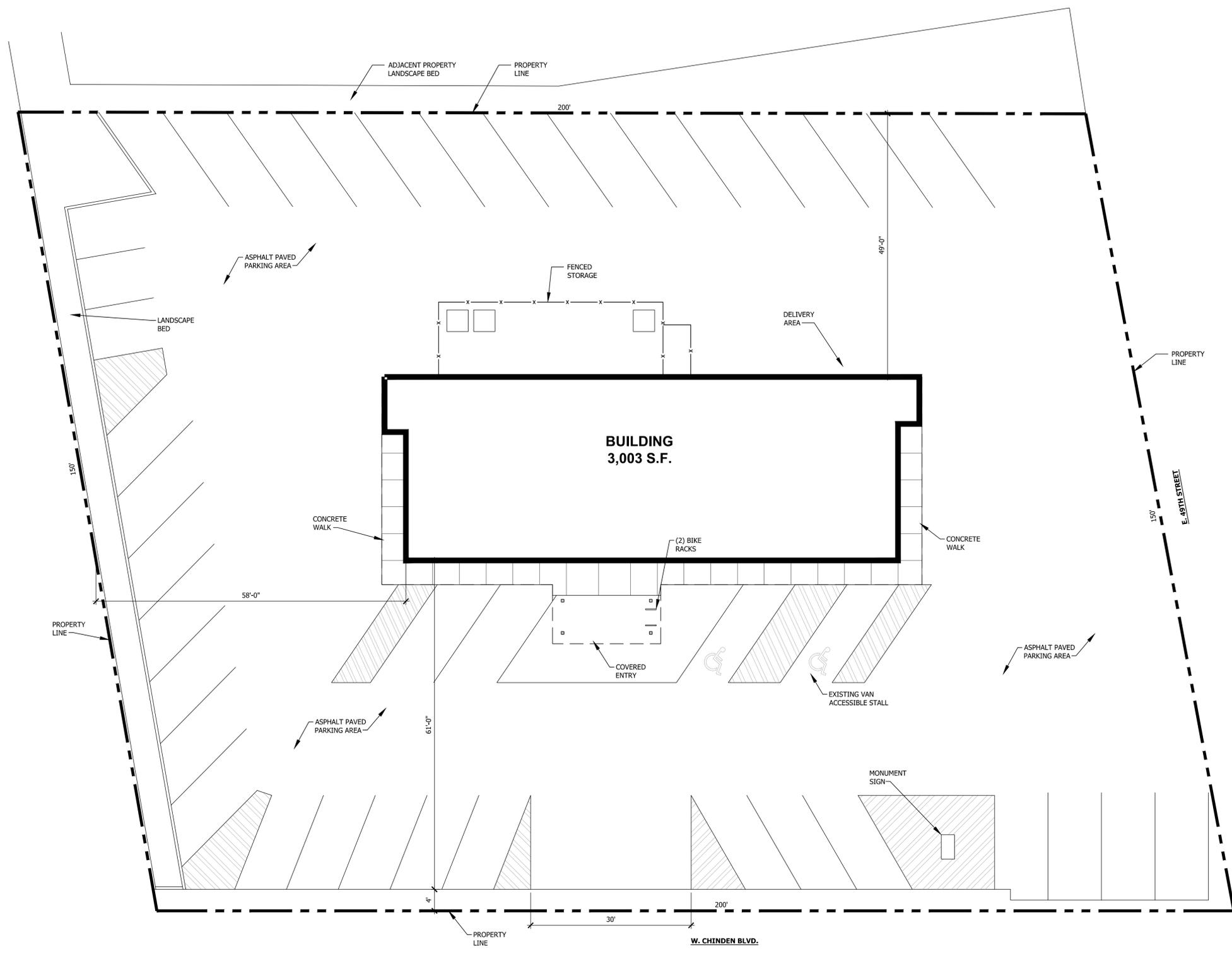
raster.DBO.AdaOrthos:

- Red: Band_1
- Green: Band_2
- Blue: Band_3

0.01 Miles

Map Scale: 809.17

9/24/2025



SITE PLAN
SCALE: 1" = 10.0'

NO.	REVISIONS	DATE
1	PLAN REVIEW COMMENTS	7/07/25

1010 S. ALLANTE PL.
SUITE 100
BOISE, IDAHO 83709
(208) 336-8370

PROPOSED DESIGN FOR:
FAMILY POOL & SPA
4902 WEST CHINDEN BLVD.
GARDEN CITY, IDAHO

DRAWN	CC
DATE	06/06/2025
CHECKED	TJK
JOB NO.	25028

SITE PLAN
A1.0

Parcel: **S0631244750**

Year: 2025 ▼

Parcel Status: **Active**

Property Details

Primary Owner: FAMILY POOL AND SPA LLC

Address: 4902 W CHINDEN BLVD GARDEN CITY, ID 837140000

Instrument #: 2025011352

Subdivision: 4N 2E 31

Assessor ID: PAR #4750 OF W2 IN FLOOD DIST SEC 31 4N 2E #244831-R

Township/Range/Section: 4N2E31

Land Group Type: SECT

Zone Code: C-2

Total Acres: 0.100

Tax Code Area: 06-1

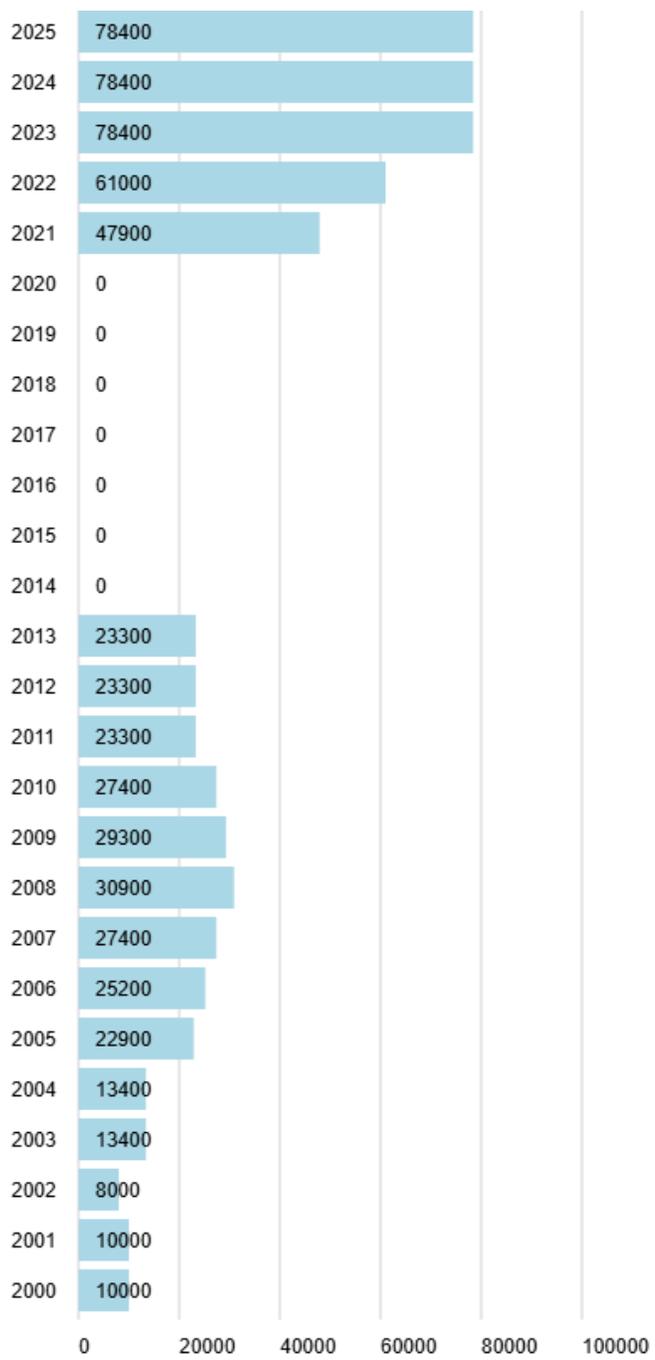


Valuation

Valuation Details

Roll	State Category Code	Acres	Assessed Value	Valuation Method	Code Area
Property	210	0.100	78400	MARKET	06-1

Valuation History by Year



Tax Districts

Tax District	Levy	Description	Phone
1	0.001544150	ADA COUNTY	2082877000
3	0.000084684	EMERGENCY MEDICAL	2082872975
6	0.000495404	ADA COUNTY HIGHWAY DIST	2083876100
7	0.002796979	SCHOOL DISTRICT NO. 1	2084722607
16	0.001948532	GARDEN CITY	2084722907
26	0.001607290	N ADA CO FIRE & RESCUE	2083750906
43	0.000015041	MOSQUITO ABATEMENT	2085774646
45	0.000068291	FLOOD CONTROL DIST. #10	2088612766
100	0.000085194	COLLEGE OF WESTERN IDAHO	2085623291

Total Levy: 0.008645565**Note:** The current year levies are estimated using the previous year, they will be updated when the districts set them in October.**Taxes**

Year	Total Taxes	Taxes Paid	Taxes Due	Delinquent	Tax Data Current as of
2024	682.82	-682.82	0.00	No	9/22/2025
2023	721.00	-721.00	0.00	No	9/22/2025
2022	521.08	-521.08	0.00	No	9/22/2025
2021	522.38	-522.38	0.00	No	9/22/2025
2020	4.50	-4.50	0.00	No	9/22/2025
2019	4.50	-4.50	0.00	No	9/22/2025
2018	4.50	-4.50	0.00	No	9/22/2025
2017	4.50	-4.50	0.00	No	9/22/2025

Year	Total Taxes	Taxes Paid	Taxes Due	Delinquent	Tax Data Current as of
2016	4.50	-4.50	0.00	No	9/22/2025
2015	4.50	-4.50	0.00	No	9/22/2025
2014	4.50	-4.50	0.00	No	9/22/2025

"Total Taxes" is the full annual property tax charge and may not reflect any certifications, special assessments, adjustments, or fees.

"Taxes Paid" includes payments made by the taxpayer or on their behalf, such as payments by mortgage servicers and the State of Idaho for the Property Tax Reduction Program (circuit breaker), Veteran's Property Tax Reduction Program, and the Homeowner's Tax Relief credit.

"Taxes Due" includes all taxes owing for the first and second half installments. If the first half is paid timely, the second half is due by June 20.

Please refer to your tax bill or contact the Treasurer's Office for information about taxes due and due dates. You can find your most recent tax bill and contact information for the Treasurer's Office at adacounty.id.gov/treasurer (<https://adacounty.id.gov/treasurer/>).

*Interest accrues daily on delinquencies. Please call the Ada County Treasurer's Office at (208) 287-6800 (tel:2082876800) for the total amount due with interest calculated to date of payment.

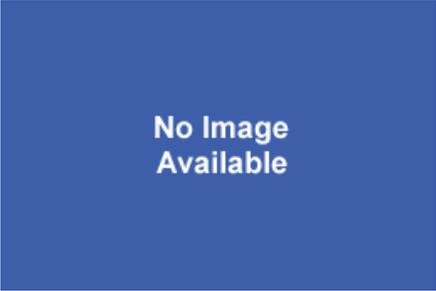
For Tax inquires please contact the [Treasurer](https://adacounty.id.gov/treasurer/) (<https://adacounty.id.gov/treasurer/>) at (208) 287-6800 (tel:2082876800).

Characteristics

Land

Characteristic	Value
Residential Acres	0.000
Commercial Acres	0.100
Other Acres	0.000
Street	None
Sidewalks	No
Curb-gutters	No
Corner	No

Sketch



No Image
Available

Ada County appraisers follow American National Standards Institute (ANSI) building measurement standards for square footage calculations. This information is to be used ONLY for reference purposes and Ada County is not responsible for any inaccuracies. If you have questions concerning the accuracy, please use the Help option in the Menu at the top of this screen.



Chinden Boulevard view of Family Pool & Spa.



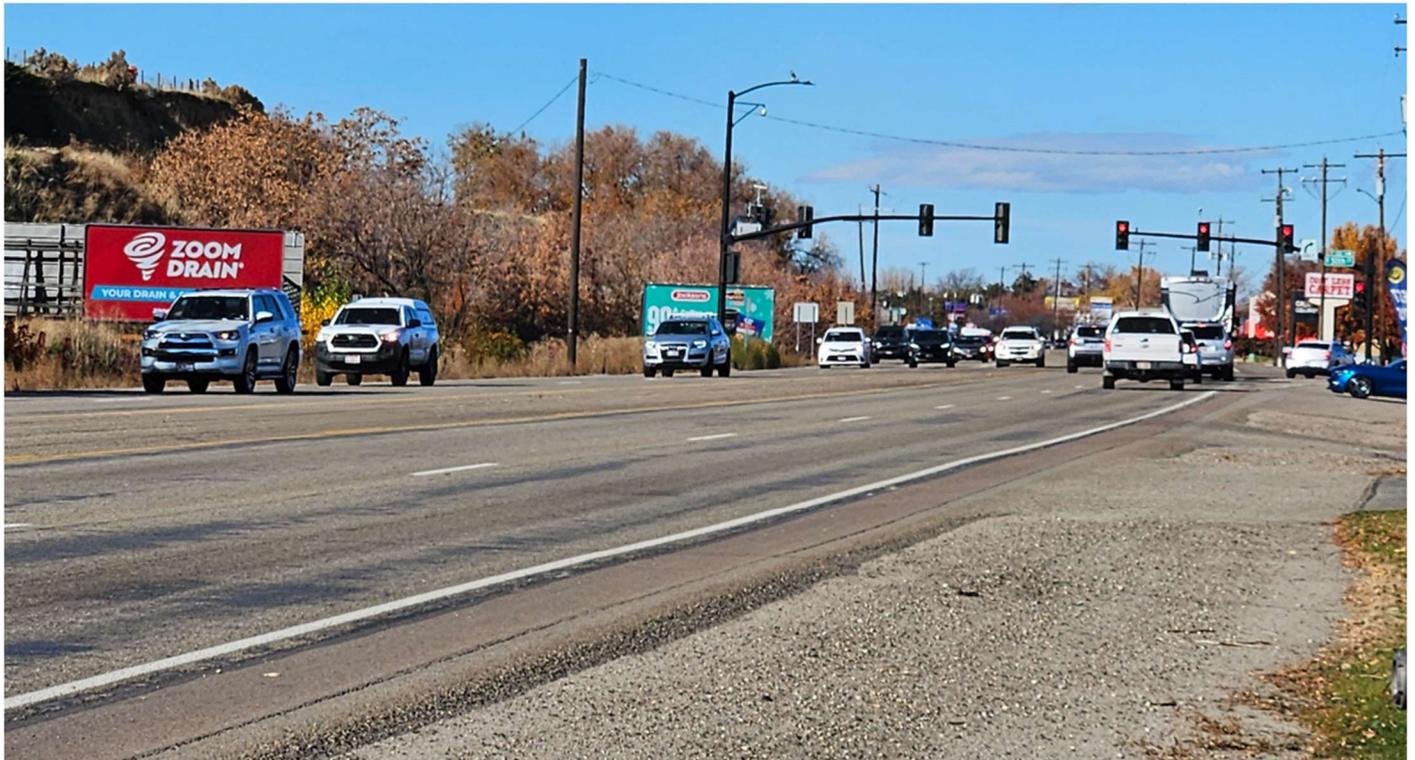
View from intersection of Chinden Boulevard and 49th Street.



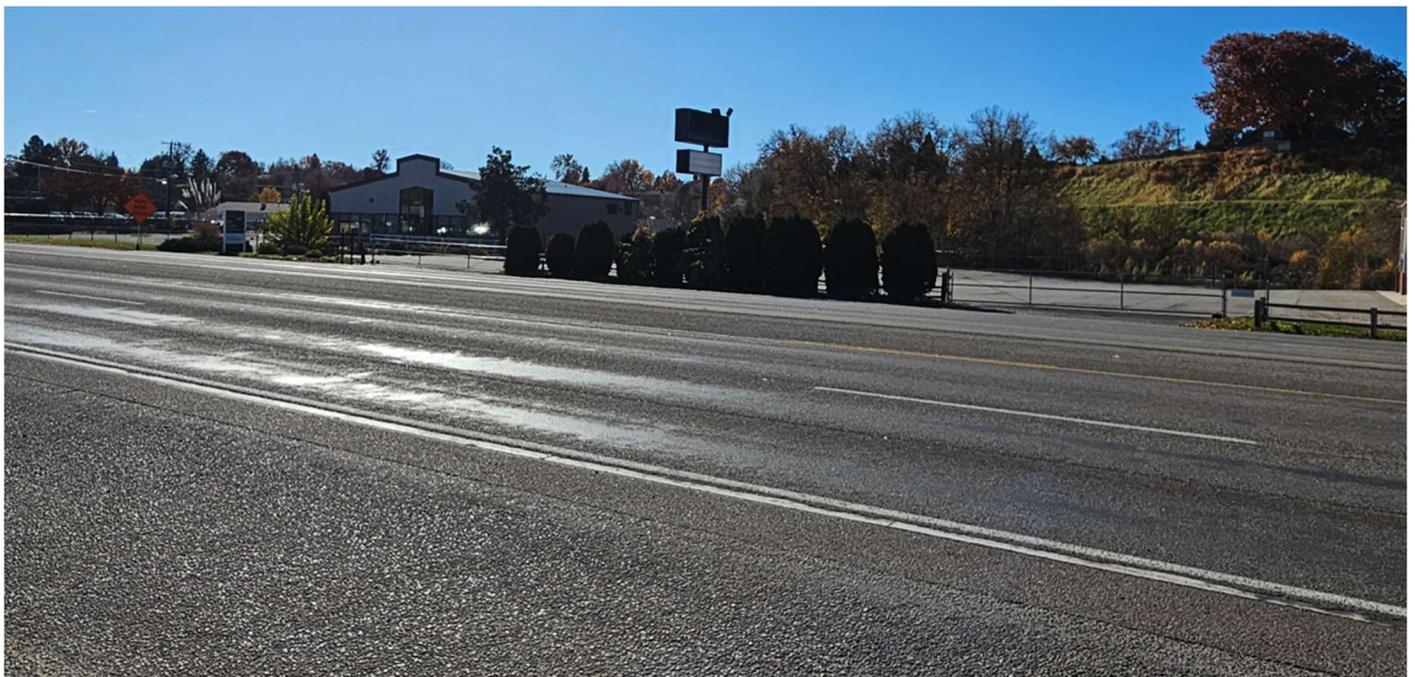
Building view from 49th Street.



View from northeast property corner.



Chinden Boulevard, looking west at intersection at 50th Street.



Properties on the south side of Chinden Boulevard.



Chinden Boulevard, looking west.



49th Street intersection looking north.



2541 East Gala Street, Suite 100
Meridian, ID 83642
Phone: 208-433-1021
Fax: 208-433-1140

Enclosed: Owner's Policy

Date: March 10, 2025

Owner Name: Family Pool and Spa LLC
Owner Address: 3210 Chinden Blvd, Ste 105
Eagle, ID 83616

Reference:

Order No.: 22904EID

Title Orders: title@empiretitleidaho.com

Your Escrow Team:

Staff		Email	Phone No
Kris Miller	Escrow Officer	Miller@empiretitleidaho.com	
Deann Sayre	Escrow Assistant	DSayre@empiretitleidaho.com	208-389-6938

Your Title Team:

Staff		Email	Phone No
Troy Sears	Title Examiner	TSears@empiretitleidaho.com	208-900-3230

For any questions on your Title Insurance Policy, please contact us at 208-900-3230 **during business hours** Monday through Friday from 8:30AM to 5:00PM MST or e-mail us at Policies@EmpireTitleIdaho.com

Serving you in **Ada** and **Canyon** counties.

Thank you for choosing **Empire Title and Escrow**. We value your business.
Please let us know how we can help.



POLICY NO.: OP-54-ID1018-16868917

ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
WESTCOR LAND TITLE INSURANCE COMPANY
(ALTA Adopted 07-01-2021)

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Westcor Land Title Insurance Company, a South Carolina corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

- 1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
a. a defect in the Title caused by:
i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
ii. the failure of a person or Entity to have authorized a transfer or conveyance;
iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
v. a document executed under a falsified, expired, or otherwise invalid power of attorney;

COVERED RISKS Continued on next page

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A.

Issued By: ID1018 * 22904EID
Empire Title, LLC

2541 E Gala Street, Suite 100
Meridian, ID 83642

WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Donnell - President

Attest: Donald A. Berube - Secretary



- vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
- b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
- a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
- a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
- a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or

- ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or

- c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
- 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
- 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
- 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i. (a). The Insured named in Item 1 of Schedule A;
 - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:

- (1). an Affiliate;
 - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3). a spouse who receives the Title because of a dissolution of marriage;

 - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5). another Insured named in Item 1 of Schedule A.
- ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
 - i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
 - k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
 - m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
 - p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.
When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:
 - i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
 - ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.
- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the

Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody

or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:

i. the Amount of Insurance; or

ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this

policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
 - i. the Amount of Insurance will be increased by 15%; and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any

transaction or litigation involving these rights and remedies.

- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

- a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.
- b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: Westcor Land Title Insurance Company, Attn.: Claims, 875 Concourse Parkway South, Suite 200, Maitland, Florida 32751. Telephone: (866) 629-5842.

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.



19. ARBITRATION

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is \$2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than \$2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association (“ALTA Rules”). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association (“AAA Rules”). The AAA Rules are available online at www.adr.org.
- b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.
- c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.*
- d. The Company will pay all AAA filing, administration, and arbitrator fees of the consumer when the arbitration seeks relief of \$100,000 or less. Other fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.



ALTA OWNERS POLICY OF TITLE INSURANCE
(Adopted 07-01-2021)

SCHEDULE A

Name and Address of Title Insurance Company: Westcor Land Title Insurance Company
875 Concourse Parkway South, Suite 200, Maitland,
Florida 32751

File No.: 22904EID Policy No.: OP-54-ID1018-16868917

Address: 4902 W Chinden Boulevard
Garden City, ID 83714

Amount of Insurance: \$1,000,000.00 Premium: \$3,050.00

Date of Policy: February 24, 2025, at 12:17 pm

1. The Insured is:
Family Pool and Spa LLC, an Idaho limited liability company

2. The estate or interest in the Land insured by this Policy is:
Fee Simple

3. The Title is vested in:
Family Pool and Spa LLC, an Idaho limited liability company

4. The Land referred to in this Policy is described as:
SEE ATTACHED EXHIBIT "A"

Empire Title and Escrow
2541 East Gala Street, Suite 100
Meridian, ID 83642
Phone: 208-433-1021

By: 
Kris Miller, Authorized Signatory





ALTA OWNERS POLICY OF TITLE INSURANCE
(Adopted 07-01-2021)

Exhibit "A"

A CERTAIN PARCEL OF LAND LOCATED WITHIN THE BRADLEY AIR FIELD TRACT IN SECTION 31, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID BRADLEY AIR FIELD, WHICH POINT IS-ON THE NORTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 20 AND WHICH POINT IS ALSO THE SOUTHWESTERLY CORNER OF RANDALL ACRES SUBDIVISION NO. 4, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 12 OF PLATS AT PAGE 723, RECORDS OF ADA COUNTY, IDAHO, WHICH POINT IS THE REAL POINT OF BEGINNING, THENCE NORTH 45 DEGREES 44'00" WEST 200.00 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 20 TO A 5/8 INCH STEEL PIN; THENCE NORTH 34 DEGREES 20'00" EAST, 150 FEET TO A POINT; THENCE SOUTH 45 DEGREES 44'00" EAST PARALLEL WITH THE NORTHEASTERLY LINE OF U.S. HIGHWAY 20 A DISTANCE OF 200 FEET TO A POINT, ON THE WESTERLY RIGHT-OF-WAY LINE OF EAST 49TH STREET, THENCE SOUTH 34 DEGREES 20'00" WEST A DISTANCE OF 150 FEET TO THE REAL POINT OF BEGINNING



ALTA OWNERS POLICY OF TITLE INSURANCE
(Adopted 07-01-2021)

SCHEDULE B

EXCEPTIONS FROM COVERAGE

Policy Number: **OP-54-ID1018-16868917**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any leases or easement identified in Schedule A, and the following matters.:

- 1. Rights or Claims of parties in possession not shown by the public records.**
- 2. Easements or claims of easements not shown by the public records.**
- 3. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.**
- 4. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.**
- 5. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.**
- 6. General taxes for the year 2025, which are a lien, payable on or before December 20th of said year and not delinquent until after said date.**
- 7. Liens, levies and assessments, if any, of Unincorporated Ada County.**
- 8. Liens, levies and assessments of the City of Garden City.**
- 9. Liens and assessments of the Nampa Meridian Irrigation District, and the rights, powers and easements of said district as by law provided.**
- 10. Liens and assessments of the Thurman Mill Ditch Company, and the rights, powers and easements of said district as by law provided.**
- 11. Liens, levies and assessment of Flood Control District No. 10 and the rights, powers and easements of said district as by law provided; said assessments are collected with the general taxes.**
- 12. Liens and assessments of Drainage District No. 2, and the rights, powers and easements of said district as by law provided; said assessments are collected with the general taxes.**

13. **Unrecorded leaseholds, if any; rights of parties in possession other than the vestees herein; rights of chattel Mortgagees and vendors under conditional sales contract of personal property installed on the premises herein; and the rights of tenants to remove trade fixtures.**
14. **Terms, conditions, provisions and easements set forth in that certain Agreement between Mike McGill, Leslie Bourne and Virginia Nordstrom, recorded May 30, 1996, as Instrument No. 96045245, of Official Records.**



ADA COUNTY RECORDER Trent Tripple BOISE IDAHO Pgs=2 VICTORIA BAILEY EMPIRE TITLE, LLC	2025-011352 02/24/2025 12:17 PM \$15.00
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Title File No.: 22904EID

CORPORATE WARRANTY DEED

FOR VALUE RECEIVED,

Tri Company, a Washington Corporation

a corporation organized and existing under the laws of the State of Washington, with its principal office at 28709 1 15th Ave NE, Arlington, WA 98223 of County of Ada, State of Idaho, GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto:

Family Pool and Spa LLC, an Idaho limited liability company

GRANTEE(s), whose current address is: 3210 Chinden Blvd., #105, Eagle, ID 83616 the following described real property in Ada County, State of ID more particularly described as follows, to wit:

SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any), of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

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

In witness whereof, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officers this 20 day of FEBRUARY, 2025.

Tri Company, a Washington Corporation

By Timothy Gates, President

State of Idaho
 County Ada

On this 20th day of February, in the year of 2025, before me the undersigned Notary Public in and for said State, personally appeared **Timothy Gates, President** of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Notary Public for Idaho
 Residing at: Eagle, ID
 My Commission Expires: 4/20/2029

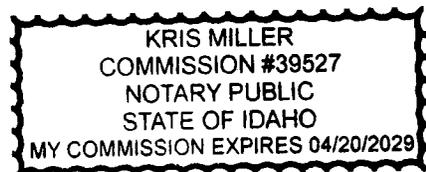


EXHIBIT A

A CERTAIN PARCEL OF LAND LOCATED WITHIN THE BRADLEY AIR FIELD TRACT IN SECTION 31, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID BRADLEY AIR FIELD, WHICH POINT IS-ON THE NORTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 20 AND WHICH POINT IS ALSO THE SOUTHWESTERLY CORNER OF RANDALL ACRES SUBDIVISION NO. 4, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 12 OF PLATS AT PAGE 723, RECORDS OF ADA COUNTY, IDAHO, WHICH POINT IS THE REAL POINT OF BEGINNING, THENCE NORTH 45 DEGREES 44'00" WEST 200.00 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 20 TO A 5/8 INCH STEEL PIN; THENCE NORTH 34 DEGREES 20'00" EAST, 150 FEET TO A POINT; THENCE. SOUTH 45 DEGREES 44'00" EAST PARALLEL WITH THE NORTHEASTERLY LINE OF U.S. HIGHWAY 20 A DISTANCE OF 200 FEET TO A POINT, ON THE WESTERLY RIGHT-OF-WAY LINE OF EAST 49TH STREET, THENCE SOUTH 34 DEGREES 20'00" WEST A DISTANCE OF 150 FEET TO THE REAL POINT OF BEGINNING

RECORDATION REQUESTED BY:
WASHINGTON TRUST BANK
State Street Branch
7309 West State Street
Garden City, ID 83714

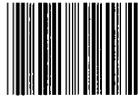
WHEN RECORDED MAIL TO:
WASHINGTON TRUST BANK
Loan Service Center
P.O. BOX 2127
SPOKANE, WA 99210-2127

ADA COUNTY RECORDER Trent Tripple
BOISE IDAHO Pgs=7 VICTORIA BAILEY
EMPIRE TITLE, LLC

2025-011353
02/24/2025 12:17 PM
\$45.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

22904 EID



0340

DEED OF TRUST

THIS DEED OF TRUST is dated February 21, 2025, among Family Pool and Spa LLC, an Idaho Limited Liability Company, whose address is 3210 Chinden Blvd Ste 105, Eagle, ID 83616 ("Grantor"); WASHINGTON TRUST BANK, whose address is State Street Branch, 7309 West State Street, Garden City, ID 83714 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Brad L. Williams, Attorney at Law, whose address is c/o UPF Washington, Incorporated, 12410 E. Mirabeau Parkway, Suite 100, Spokane Valley, WA 99216 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby irrevocably grant, bargain, sell and convey in trust, with power of sale, to Trustee for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Ada County, State of Idaho:

A CERTAIN PARCEL OF LAND LOCATED WITHIN THE BRADLEY AIR FIELD TRACT IN SECTION 31, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID BRADLEY AIR FIELD, WHICH POINT IS-ON THE NORTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 20 AND WHICH POINT IS ALSO THE SOUTHWESTERLY CORNER OF RANDALL ACRES SUBDIVISION NO. 4, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 12 OF PLATS AT PAGE 723, RECORDS OF ADA COUNTY, IDAHO, WHICH POINT IS THE REAL POINT OF BEGINNING, THENCE NORTH 45 DEGREES 44'00" WEST 200.00 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 20 TO A 5/8 INCH STEEL PIN; THENCE NORTH 34 DEGREES 20'00" EAST, 150 FEET TO A POINT; THENCE. SOUTH 45 DEGREES 44'00" EAST PARALLEL WITH THE NORTHEASTERLY LINE OF U.S. HIGHWAY 20 A DISTANCE OF 200 FEET TO A POINT, ON THE WESTERLY RIGHT-OF-WAY LINE OF EAST 49TH STREET, THENCE SOUTH 34 DEGREES 20'00" WEST A DISTANCE OF 150 FEET TO THE REAL POINT OF BEGINNING

The Real Property or its address is commonly known as 4902 W Chinden Blvd, Garden City, ID 83714. The Real Property tax identification number is S0631244750 and S0631244751.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. THE REAL PROPERTY IS NOT MORE THAN EIGHTY (80) ACRES AND IS NOT PRINCIPALLY USED FOR THE AGRICULTURAL PRODUCTION OF CROPS, LIVESTOCK, DAIRY OR AQUATIC GOODS, OR IS NOT MORE THAN FORTY (40) ACRES REGARDLESS OF USE, OR IS LOCATED WITHIN AN INCORPORATED CITY OR VILLAGE.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond,

DEED OF TRUST (Continued)

reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to

time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the

limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Notice of Default. In the Event of Default Lender shall execute or cause the Trustee to execute a written notice of such default and of Lender's election to cause the Property to be sold to satisfy the Indebtedness, and shall cause such notice to be recorded in the office of the recorder of each county wherein the Real Property, or any part thereof, is situated.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Notice of sale having been given as then required by law, and not less than the time required by law having elapsed, Trustee, without demand on Grantor, shall sell the property at the time and place fixed by it in the notice of sale at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser his or her deed conveying the Property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness of such matters or facts. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable attorneys' fees, including those in connection with the sale, Trustee shall apply proceeds of sale to payment of (a) all sums expended under this Deed of Trust, not then repaid with interest thereon as provided in this Deed of Trust; (b) all Indebtedness secured hereby; and (c) the remainder, if any, to the person or persons legally entitled thereto.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the

**DEED OF TRUST
(Continued)**

Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Ada County, State of Idaho. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

AFFIRMATIVE COVENANTS. If the Property is used for purposes other than Grantor's residence, Grantor covenants and warrants that as long as this Deed of Trust or any Related Documents remain in effect, Grantor will:

Notice of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Grantor's or the Property's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings, or similar actions affecting Grantor or Property which could materially affect the financial condition of Grantor or the Property.

SURVIVAL OF REPRESENTATIONS AND WARRANTIES. Grantor understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Grantor in this Deed of Trust or in any certificate or other instrument delivered by Grantor to Lender under this Deed of Trust or any Related Documents. Grantor further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of any Related Documents, shall be continuing in nature, shall be deemed made and redated by Grantor at the time each Loan Advance is made, and shall remain in full force and effect until such time as Grantor's or Borrower's indebtedness shall be paid in full, or until this Deed of Trust or any Related Documents shall be terminated, whichever is the last to occur.

COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original but all such counterparts, taken together, shall constitute one and the same Agreement.

JUDGMENT. Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment for the payment of money involving more than twenty-five-thousand dollars (\$25,000.00) against Grantor and the failure by Grantor to discharge the same, or cause it to be discharged, or bonded off to Lender's satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered, shall be deemed an Event of Default hereunder and under the Related Documents.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Idaho.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Ada County, State of Idaho.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means WASHINGTON TRUST BANK, and its successors and assigns.

DEED OF TRUST
(Continued)

Borrower. The word "Borrower" means Family Pool and Spa LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means Family Pool and Spa LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means WASHINGTON TRUST BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated February 21, 2025, in the original principal amount of \$750,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Brad L. Williams, Attorney at Law, whose address is c/o UPF Washington, Incorporated, 12410 E. Mirabeau Parkway, Suite 100, Spokane Valley, WA 99216 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

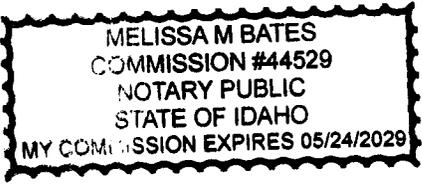
FAMILY POOL AND SPA LLC
By: *Michael Amschel*
Michael Amschel, Member of Family Pool and Spa LLC

By: *Randal Amschel*
Randal Amschel, Member of Family Pool and Spa LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho)
)
) SS
COUNTY OF Ada)

This record was acknowledged before me on February 21, 2025 by Michael Amschel, Member of Family Pool and Spa LLC, an Idaho Limited Liability Company, and Family Pool and Spa LLC, an Idaho Limited Liability Company, is the maker of the foregoing record.



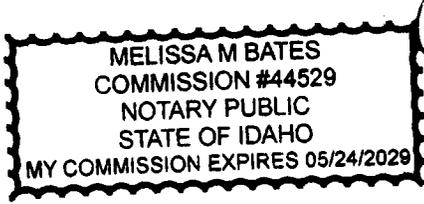
Melissa M Bates
Notary Public in and for the State of Idaho
My commission expires 5/24/29

DEED OF TRUST
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Ada)

This record was acknowledged before me on February 21, 2025 by Randal Amschel, Member of Family Pool and Spa LLC, an Idaho Limited Liability Company, and Family Pool and Spa LLC, an Idaho Limited Liability Company, is the maker of the foregoing record.



Melissa Bates

Notary Public in and for the State of Idaho
My commission expires 5/24/29

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____

Beneficiary: _____

By: _____

Its: _____