

239619

Recording Requested By and
When Recorded Return to:

Timothy W. Tyree
HAWLEY TROXELL ENNIS & HAWLEY LLP
P.O. Box 1617
Boise, Idaho 83701

Instrument # 194865

IDAHO CITY, BOISE COUNTY, IDAHO
2004-01-26 03:09:14 No. of Pages: 18
Recorded for : PIONEER TITLE
RORA A. CANODY Fee: 54.00
Ex-Officio Recorder Deputy *Shirley Dyer*
Index to: MISCELLANEOUS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

EASEMENT AND ROAD CONSTRUCTION AND MAINTENANCE AGREEMENT

This Easement and Road Construction and Maintenance Agreement ("**Agreement**") is made and effective as of January 5, 2004, by and between Virginia S. Marston, individually, and James W. Tucker and Letta G. Tucker, as trustees of the Tucker Family Trust, U/T/A, dated September 4, 1997 (collectively "**Tucker and Marston**") and International Business Network, Inc. ("**IBN**").

RECITALS:

A. Tucker and Marston are selling to IBN that certain real property located in Boise County, Idaho, more particularly described on **Exhibit "A"** attached hereto and made a part hereof ("**Parcel 3**").

B. Tucker and Marston are the owners of that certain real property located in Boise County, Idaho, more particularly described on **Exhibit "B"** attached hereto and made a part hereof ("**Tucker Ranch**").

C. As part of the sale of Parcel 3 to IBN, Tucker and Marston grant to IBN an easement for the installation, use, maintenance and repair of a road over and upon that portion of the Tucker Ranch described in **Exhibit "C"** attached hereto and made a part hereof ("**Road**").

D. The parties hereto desire to provide for the construction, use, enjoyment and maintenance of the Road for as more particularly described below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Ingress/Egress Easement.** Tucker and Marston, as grantor, hereby grant to IBN, its successors and assigns, for the benefit of Parcel 3 and such other lands as the owner(s) of Parcel 3, its successors, assigns, and heirs, may, from time to time, elect in writing to benefit, as grantees, a permanent, non-exclusive easement for ingress and egress by the vehicular and pedestrian traffic upon, over and across the Road.

2. **Utility Easement.** Tucker and Marston, as grantor, hereby grant to IBN, its successors and assigns, for the benefit of Parcel 3 and such other lands as the owner(s) of Parcel 3, its successors, assigns, and heirs may, from time to time, elect in writing to benefit, as grantees, a permanent, non-exclusive easement for the installation, operation, maintenance, repair and replacement of water drainage systems or structures, water mains, sewers, telephone lines, data lines, electrical conduits or systems, gas mains and other public or private utilities upon, over and across the Road. Such utilities shall be installed and maintained so as not to unreasonably interfere with the road.

3. **Maintenance Easement.** Tucker and Marston, as grantor, hereby grant to IBN, its successors and assigns, for the benefit of Parcel 3 and such other lands as the owner(s) of Parcel 3, its successors, assigns, and heirs may, from time to time, elect in writing to benefit, as grantees, a permanent, non-exclusive easement for the installation, operation, maintenance,

repair and replacement of a road and its associated improvements upon, over and across the Road.

4. Road Installation and Cost Sharing. IBN shall construct, or cause to be constructed, a road over and upon the Road. Such road shall be constructed to county specifications, but in no event having less than a twenty-four (24) foot base width and a twenty (20) foot running surface. The underlayment aggregate shall come from Parcel 3 or from an outside source and not from the Tucker Ranch. All costs for initially installing, constructing and locating the road shall be shared equally between Tucker ~~and~~ Marston and IBN (“**Construction Costs**”). Construction Costs include, but shall not be limited to, grading, compacting, and providing the road underlayment and surface materials, installing drainage ditches, and obtaining any permits, certifications or licenses to install the same. IBN shall invoice Payette River Realty for one-half (1/2) of the Construction Costs and, upon approval of Tucker and Marston, Payette River Realty shall pay such invoice within twenty (20) days after receipt. Payetter River Realty shall open a special trust account and Tucker and Marston shall deposit \$12,000 as their share of the Construction Costs. Payette River Realty shall, upon approval of each party, pay Tucker and Marston’s share of the Construction Costs to IBN as needed.

5. Maintenance. IBN, at IBN’s sole cost and expense, shall repair and maintain or cause to be repaired and maintained, and IBN hereby agrees to repair and maintain, the Road in good condition, reasonable wear and tear excepted. Notwithstanding the foregoing sentence, in the event maintenance or repair of the Road is necessitated by the wrongful or negligent act or omission of Tucker and Marston, its successors, assigns, agents, contractors or invitees, the cost of such maintenance or repair shall be born by Tucker and Marston.

6. **Fences, Gates, and Signs.** Nothing herein shall prevent Tucker and Marston, at Tucker and Marston's sole cost and expense, from installing a fence along the Road boundary for the control of cattle. A gate or other system suitable for the control of cattle shall be installed at each end of the Road. Tucker and Marston, at Tucker and Marston's sole cost and expense, shall initially install a gate or other system suitable for the control of cattle at the end of the Road nearest the highway and IBN, at IBN's sole cost and expense, shall initially install the gate or other system suitable for the control of cattle at the end of the Road nearest Parcel 3. No other gates shall be installed on the Road. If a gate is installed at the end of the Road nearest the highway, such gate shall be kept shut when the Road is not in recurrent use. Any gate installed on the Road may be replaced by IBN, its successors or assigns, at IBN's sole cost and expense, with a system otherwise suitable for the control of cattle. IBN, at IBN's sole cost and expense, may place such signs as IBN may desire at the end of the Road nearest the highway.

7. **Default by IBN.** In the event IBN fails to perform any of its obligations under this Agreement, which failure continues for a period of thirty (30) days (ten [10] in the event of a failure to pay money) after receipt of written notice specifying the particulars of such failure, such failure shall constitute a default and Tucker and Marston may thereafter perform or cause to be performed the obligations of IBN specified in said notice of default; provided, however, that IBN shall not be deemed to be in default if such failure to perform (other than the failure to pay money) cannot be rectified within such thirty (30) day period and IBN is diligently proceeding to rectify the particulars of such failure. Notwithstanding the foregoing, the liability of IBN for damages resulting from or relating to the performance or nonperformance of this Agreement shall be limited to the cost of performing such item; it being specifically agreed and understood

that, in no event, shall IBN be liable to any person for special, incidental or consequential damages on account thereof.

8. Attorneys Fees. In the event any person initiates or defends any legal action or proceeding to enforce or interpret this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorneys fees (including its reasonable costs and attorneys fees on any appeal) as determined by the court in the same or a separate proceeding.

9. Dedication. At any time the city, county, or other public entity or agency with jurisdiction over the Road is willing to accept ownership of the Road, with the approval of IBN and Tucker and Marston, which approval shall not be unreasonably withheld, conditioned or delayed, IBN and Tucker and Marston hereby agree to permit such transfer and agree to cooperate (including signing all documents as may be required) in order to transfer the Road. At such time as the Road is owned and maintained by the governmental agency, this Agreement shall terminate and no longer be of any force or effect.

10. Binding Agreement. This Agreement shall inure to the benefit of and be binding upon the owners of Parcel 3 and such other lands as the owner(s) of Parcel 3 designate in writing, their heirs, personal representatives, successors and assigns, and upon any person acquiring such properties, or any portion thereof, or any interest therein, whether by operation of law or otherwise. This Agreement shall be inure to the benefit of and be binding upon the owners of the Tucker Ranch, their heirs, personal representatives, successors and assigns, and upon any person acquiring such properties, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

11. **Appurtenance.** Each term, covenant, condition and agreement contained herein respecting the Road, or any portion thereof, shall be a burden on the Tucker Parcel and the Road, shall be appurtenant to and for the benefit of Parcel 3 and such other lands as the owner(s) of Parcel 3 designate in writing, and each part thereof and shall run with the land.

12. **Amendment.** This Agreement may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of all persons benefited or burdened by the Road.

13. **Notices.** All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery (such as Federal Express), postage or delivery charge prepaid, addressed to the person and address shown on the then current real property tax rolls in Boise County. The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this Agreement shall be deemed given upon receipt.

For the purpose of this Agreement, the term “**receipt**” shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to this section as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to this section, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other documents, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

14. Invalidation. If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

15. Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

16. Access by Tucker and Marston. Subject to the terms, covenants and conditions of this Agreement, Tucker and Marston shall have unlimited access to the Road; provided that Tucker and Marston shall not construct any buildings or structures within the Road, except as expressly provided in this Agreement, or otherwise unreasonably interfere with IBN's use and enjoyment of the Road as provided in this Agreement.

17. Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

18. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

19. **Construction.** In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

20. **Joint and Several.** In the event any property burdened or benefited by this Agreement is owned by more than one person, the obligations of said persons shall be joint and several.

21. **Recording.** This Agreement shall be recorded in the office of the recorder of the county in which the Road is located.

EXECUTED as of the day and year first above written.

TUCKER AND MARSTON:

TUCKER FAMILY TRUST, U/T/A
dated September 4, 1997

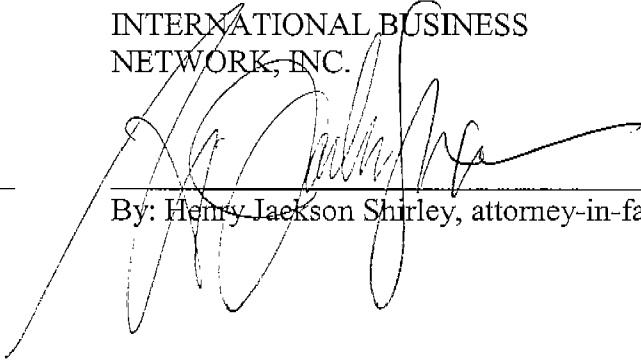
By: James W. Tucker,
Its: Trustee

By: Letta G. Tucker,
Its: Trustee

Virginia S. Marston, individually

IBN:

INTERNATIONAL BUSINESS
NETWORK, INC.



By: Henry Jackson Shirley, attorney-in-fact

19. **Construction.** In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

20. **Joint and Several.** In the event any property burdened or benefited by this Agreement is owned by more than one person, the obligations of said persons shall be joint and several.

21. **Recording.** This Agreement shall be recorded in the office of the recorder of the county in which the Road is located.

EXECUTED as of the day and year first above written.

TUCKER AND MARSTON:

IBN:

TUCKER FAMILY TRUST, U/T/A
dated September 4, 1997

INTERNATIONAL BUSINESS
NETWORK, INC.

James W. Tucker Trustee
By: James W. Tucker,
Its: Trustee

Henry Jackson Shirley
By: Henry Jackson Shirley, attorney-in-fact

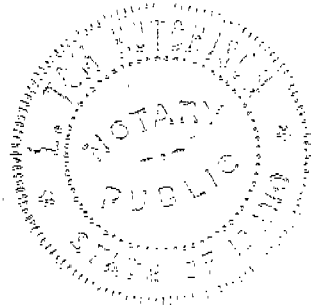
Letta G. Tucker Trustee
By: Letta G. Tucker,
Its: Trustee

Virginia S. Marston
Virginia S. Marston, individually

STATE OF IDAHO)
) ss.
County of Ada)

On this 16th day of January, 2004, before me L. Rom Hutchison, a Notary Public in and for said State, personally appeared James W. Tucker and Letta G. Tucker, known or identified to me to be the persons whose names are subscribed to the within instrument as Trustees of the Tucker Family Trust, U/T/A, dated September 4, 1997, and acknowledged to me that they executed the same as such Trustees.

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

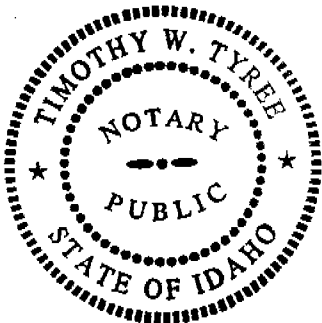


L. Rom Hutchison
Notary Public for Idaho
Residing at Garden Valley Id.
My commission expires 12-22-07

STATE OF IDAHO)
) ss.
County of Ada)

On this 16th day of January, 2004, before me, TIMOTHY W. TYREE, a Notary Public in and for said state, personally appeared Henry Jackson Shirley, known or identified to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of International Business Network, Inc., and acknowledged to me that he subscribed the name of International Business Network, Inc. thereto as principal and his own name as attorney-in-fact.

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

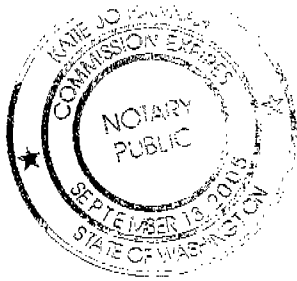


T. W. Tyree
Notary Public for Idaho
Residing at BOISE ID
My commission expires 12-3-04

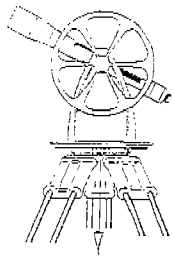
STATE OF ~~IDAHO~~ ^{Washington})
) ss.
County of ~~Ada~~ ^{Cadwiltz})

On this 21 day of January, 2004, before me, Katie Jo Hannah,
a Notary Public in and for said state, personally appeared Virginia S. Marston, known or
identified to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that she executed the same.

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



Katie Jo Hannah
Notary Public for ~~Idaho~~ ^{Washington}
Residing at Longview, WA
My commission expires 9-13-2005



PORTER'S LAND SURVEYING, INC.

921 South Curtis Road
Boise, Idaho 83705-1840

Phone: (208) 344-3650

December 18, 2003

Legal Description for Parcel III (Three) of the JOHN TUCKER, JIM TUCKER AND VIRGINIA MARSTON SURVEY

A parcel of land being a portion of the East 1/2 of Section 27, Township 9 North, Range 4 East, Boise Meridian; Boise County, Idaho; more particularly described as follows:

Beginning at an Aluminum Cap marking the Section Corner common to Sections 22, 23, 26 and 27, T. 9 N., R. 4 E., B.M.;

thence, along the section line common to Sections 26 and 27, S 0°18'32" E 1308.68 feet to an Iron Pipe marking the North 1/16 Corner common to said Sections 26 and 27;

thence, continuing along said section line, S 0°18'32" E 782.38 feet to an Iron Pin being the REAL POINT OF BEGINNING;

thence, continuing along said section line, S 0°18'32" E 525.25 feet to a Brass Cap marking the 1/4 Corner common to said Sections 26 and 27;

thence, continuing along said section line, S 0°18'32" E 1308.20 feet to an Aluminum Cap marking the South 1/16 Corner common to said Sections 26 and 27;

thence, leaving said section line and along the an existing east-west running fence line, S 86°19'06" W 1315.36 feet to a steel fence post, set in concrete, marking the intersection of said east-west fence line and the east 1/16 section line of said Section 27;

thence, leaving said east-west fence line and along said east 1/16 section line, N 0°24'40" W 111.41 feet to an Aluminum Cap marking the Southeast 1/16 Corner of said Section 27;

thence, continuing along said east 1/16 section line N 0°24'40" W 1270.79 feet to an Iron Pin marking the intersection of said east 1/16 section line and an existing west running fence line;

thence, leaving said east 1/16 section line and along said west running fence line, S 89°58'08" W 243.77 feet to a wooden fence post marking the intersection of said west running fence line and an existing north running fence line;

thence, leaving said west running fence line and along said north running fence line, N 0°17'51" W 556.86 feet to an Iron Pin;

thence, leaving said north running fence line, S 89°13'43" E 1559.49 feet to the REAL POINT OF BEGINNING;

said parcel contains 59.98 acres, more or less;

The above described Parcel III (Three), also being served by an appurtenant fifty (50) foot wide access easement that crosses adjoining parcels; with said easement being described as:

The legal description of a permanent access easement; and being located in portions of the Southeast 1/4 of Section 22 and the North 1/2 of Section 27, Township 9 North, Range 4 East, Boise Meridian; Boise County, Idaho; more particularly described as follows:

Beginning at an Aluminum Cap marking the Section Corner common to Sections 22, 23, 26, and 27, T. 9 N., R. 4 E., B.M.;

thence, along the section line common to said Sections 22 and 27, S 89°55'40" W 614.71 feet to an Iron Pin; also, being the REAL POINT OF BEGINNING of a permanent access easement; from which, an Iron Pin marking the East 1/16 Corner common to said Sections 22 and 27, bears S 89°55'40" W 705.45 feet distant;

thence, leaving said section line, S 27°57'29" W 1486.41 feet to an Iron Pin, marking the Northeast 1/16 Corner of said Section 27;

thence, along the north 1/16 section line of said section 27, N 89°46'52" E 50.00 feet to a point;

thence, leaving said north 1/16 section line, S 0°26'40" E 760.49 feet to a point on the north boundary line of herein described Parcel III;

thence, along said north boundary line, N 89°13'43" W 50.01 feet to an Iron Pin on the east 1/16 section line of said Section 27;

EXHIBIT A

Parcel III (Three) cont'd.

thence, leaving said north boundary line and along said east 1/16 section line, N 0°26'40" W 702.78 feet to a point;

thence, leaving said east 1/16 section line, N 62°02'31" W 77.04 feet to a point;

thence, N 27°57'29" E 1427.62 feet to a point;

thence, N 0°05'30" W 1283.59 feet to a point on the southwesterly right-of-way line of Idaho State Highway No. 17, also known as the Garden Valley Highway;

thence, along said southwesterly right-of-way line, S 48°34'38" E 66.77 feet to an Iron Pipe on the east boundary line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 22;

thence, leaving said southwesterly right-of-way line and along said east boundary line, S 0°05'30" E 1166.81 feet to an Iron Pin, marking the intersection of said east boundary line and the section line common to said Sections 22 and 27; said Iron Pin, also being the Southeast Corner of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 22;

thence, leaving said east boundary line and along the section line common to said Sections 22 and 27, N 89°55'40" E 45.28 feet to the REAL POINT OF BEGINNING;

said easement contains 4.03 acres, more or less;

said herein described parcel and easement both being subject to any other easements of record or in use.

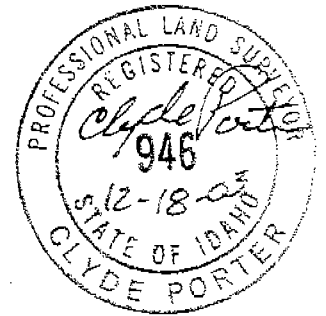
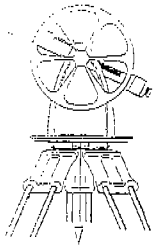


EXHIBIT A



PORTER'S LAND SURVEYING, INC.

921 South Curtis Road
Boise, Idaho 83705-1840

Phone: (208) 344-3650

December 18, 2003

Legal Description for Parcel I (One) of the JOHN TUCKER, JIM TUCKER AND VIRGINIA MARSTON SURVEY

A parcel of land being a portion of the Southeast 1/4 of Section 22, and the North 1/2 of Section 27; all in Township 9 North, Range 4 East, Boise Meridian; Boise County, Idaho; more particularly described as follows:

Beginning at an Aluminum Cap marking the Section Corner common to Sections 22, 23, 26 and 27, T. 9 N., R. 4 E., B.M.;

thence, along the section line common to said Sections 26 and 27, S 0°18'32" E 1308.68 feet to an Iron Pipe marking the North 1/16 Corner common to said Sections 26 and 27; from which, a Brass Cap marking the 1/4 Corner common to said Sections 26 and 27 bears S 0°18'32" E 1307.63 feet distant;

thence, leaving said section line and along the north 1/16 section line of said Section 27, S 89°46'52" W 1318.64 feet to an Iron Pin marking the Northeast 1/16 Corner of said Section 27, also being the REAL POINT OF BEGINNING;

thence, leaving said north 1/16 section line and along an existing east-west fence line, S 87°40'46" W 240.57 feet to a wooden fence post;

thence, continuing along said east-west fence line, S 89°23'03" W 1193.19 feet to an Iron Pin, marking the intersection of said east-west fence line and an existing northeast-southwest running fence line;

thence, leaving said east-west fence line and meandering along said northeast-southwest fence line the following courses and distances:

N 33°58'40" E 1608.75 feet to an Iron Pin;

thence, N 34°12'33" E 927.08 feet to an Iron Pin;

thence, N 34°13'21" E 745.53 feet to an Iron Pin, marking the intersection of said northeast-southwest fence line and the southwesterly right-of-way of Idaho State Highway No. 17, also known as the Garden Valley Highway;

thence, leaving said northeast-southwest fence line and along said southwesterly right-of-way line, S 48°34'38" E 324.89 feet to an Iron Pipe, marking the intersection of said southwesterly right-of-way line and the east boundary line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 22;

thence, leaving said southwesterly right-of-way line and along said east boundary line, S 0°05'30" E 1166.81 feet to an Iron Pin, marking the intersection of said east boundary line and the section line common to said Sections 22 and 27; said Iron Pin, also being the Southeast Corner of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 22;

thence, leaving said east boundary line and along the section line common to said Sections 22 and 27, N 89°55'40" E 745.28 feet to an Iron Pin;

thence, leaving said section line, S 27°57'29" W 1486.41 feet to the REAL POINT OF BEGINNING;

said parcel contains 62.43 acres, more or less;

The above described Parcel I (One), also being subject to the portion of a fifty (50) foot wide access easement that crosses said herein described parcel; and, generally adjoins the easterly boundary of said parcel; with, said easement being described as:

The legal description of a permanent access easement crossing a portion of herein described Parcel I; and being located in portions of the Southeast 1/4 of Section 22 and the North 1/2 of Section 27, Township 9 North, Range 4 East, Boise Meridian; Boise County, Idaho; more particularly described as follows:

Beginning at an Aluminum Cap marking the Section Corner common to Sections 22, 23, 26, and 27, T. 9 N., R. 4 E., B.M.;

thence, along the section line common to said Sections 22 and 27, S 89°55'40" W 614.71 feet to an Iron Pin; also, being the REAL POINT OF BEGINNING of a permanent access easement; from which, an Iron Pin marking the East 1/16 Corner common to said Sections 22 and 27, bears S 89°55'40" W 705.45 feet distant;

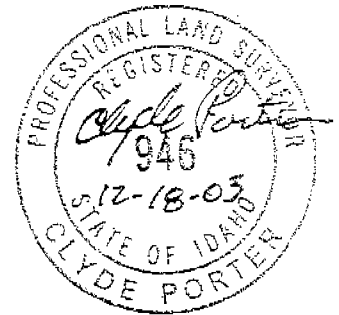
thence, leaving said section line, S 27°57'29" W 1486.41 feet to an Iron Pin, marking the Northeast 1/16 Corner of said Section 27;

EXHIBIT B

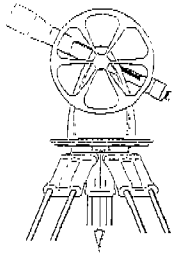
Parcel I (One) cont'd.

thence, along the north 1/16 section line of said section 27, N 89°46'52" E 50.00 feet to a point;
thence, leaving said north 1/16 section line, S 0°26'40" E 760.49 feet to a point;
thence, N 89°13'43" W 50.01 feet to an Iron Pin on the east 1/16 section line of said Section 27;
thence, along said east 1/16 section line, N 0°26'40" W 702.78 feet to a point;
thence, leaving said east 1/16 section line, N 62°02'31" W 77.04 feet to a point;
thence, N 27°57'29" E 1427.62 feet to a point;
thence, N 0°05'30" W 1283.59 feet to a point on the southwesterly right-of-way line of Idaho State Highway No. 17, also known as the Garden Valley Highway;
thence, along said southwesterly right-of-way line, S 48°34'38" E 66.77 feet to an Iron Pipe on the east boundary line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 22;
thence, leaving said southwesterly right-of-way line and along said east boundary line, S 0°05'30" E 1166.81 feet to an Iron Pin, marking the intersection of said east boundary line and the section line common to said Sections 22 and 27; said Iron Pin, also being the Southeast Corner of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 22;
thence, leaving said east boundary line and along the section line common to said Sections 22 and 27, N 89°55'40" E 45.28 feet to the REAL POINT OF BEGINNING;
said easement contains 4.03 acres, more or less;

said herein described parcel and easement both being subject to any other easements of record or in use.



19-08-2024 10:00 AM B



PORTER'S LAND SURVEYING, INC.

921 South Curtis Road
Boise, Idaho 83705-1840

Phone: (208) 344-3650

December 18, 2003

Legal Description for Parcel II (Two) of the JOHN TUCKER, JIM TUCKER AND VIRGINIA MARSTON SURVEY

A parcel of land being a portion of the Southeast 1/4 of the Northeast 1/4, and a portion of the Southwest 1/4 of the Northeast 1/4; all in Section 27, Township 9 North, Range 4 East, Boise Meridian; Boise County, Idaho; more particularly described as follows:

Beginning at an Aluminum Cap marking the Section Corner common to Sections 22, 23, 26 and 27, T. 9 N., R. 4 E., B.M.;

thence, along the section line common to said Sections 22 and 27, S 89°55'40" W 1320.16 feet to an Iron Pin marking the East 1/16 Corner common to said Sections 22 and 27, from which an Iron Pin marking the 1/4 Corner common to said Sections 22 and 27 bears S 89°56'26" W 1320.32 feet distant;

thence, leaving said section line and along the east 1/16 section line of said Section 27, S 0°22'29" E 1312.07 feet to an Iron Pin marking the Northeast 1/16 Corner of said Section 27, also being the REAL POINT OF BEGINNING;

thence, leaving said north 1/16 section line and along an existing east-west fence line, S 87°40'46" W 240.57 feet to a wooden fence post marking the intersection of said east-west fence line and an existing fence line running south;

thence, leaving said east-west fence line and along said south running fence line, S 0°17'51" E 746.60 feet to an Iron Pin;

thence, leaving said south running fence line, S 89°13'43" E 1559.49 feet to an Iron Pin on the section line common to said Sections 26 and 27;

thence, along the section line common to said Sections 26 and 27, N 0°18'32" W 782.38 feet to an Iron Pipe marking the North 1/16 Corner common to said Sections 26 and 27;

thence, leaving said section line and along the north 1/16 section line of said Section 27, S 89°46'52" W 1318.64 feet to the REAL POINT OF BEGINNING;

said parcel contains 27.50 acres, more or less;

The above described Parcel II (Two), also being subject to the portion of a fifty (50) foot wide access easement that crosses said herein described parcel; with said easement being described as:

The legal description of a permanent access easement crossing a portion of herein described Parcel II; and being located in portions of the Southeast 1/4 of Section 22 and the North 1/2 of Section 27, Township 9 North, Range 4 East, Boise Meridian; Boise County, Idaho; more particularly described as follows:

Beginning at an Aluminum Cap marking the Section Corner common to Sections 22, 23, 26, and 27, T. 9 N., R. 4 E., B.M.;

thence, along the section line common to said Sections 22 and 27, S 89°55'40" W 614.71 feet to an Iron Pin; also, being the REAL POINT OF BEGINNING of a permanent access easement; from which, an Iron Pin marking the East 1/16 Corner common to said Sections 22 and 27, bears S 89°55'40" W 705.45 feet distant;

thence, leaving said section line, S 27°57'29" W 1486.41 feet to an Iron Pin, marking the Northeast 1/16 Corner of said Section 27;

thence, along the north 1/16 section line of said section 27, N 89°46'52" E 50.00 feet to a point;

thence, leaving said north 1/16 section line, S 0°26'40" E 760.49 feet to a point on the south boundary line of herein described Parcel II;

thence, along said south boundary line, N 89°13'43" W 50.01 feet to an Iron Pin on the east 1/16 section line of said Section 27;

thence, leaving said south boundary line and along said east 1/16 section line, N 0°26'40" W 702.78 feet to a point;

thence, leaving said east 1/16 section line, N 62°02'31" W 77.04 feet to a point;

thence, N 27°57'29" E 1427.62 feet to a point;

EXHIBIT B

Parcel II (Two) cont'd.

thence, N 0°05'30" W 1283.59 feet to a point on the southwesterly right-of-way line of Idaho State Highway No. 17, also known as, the Garden Valley Highway;

thence, along said southwesterly right-of-way line, S 48°34'38" E 66.77 feet to an Iron Pipe on the east boundary line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 22;

thence, leaving said southwesterly right-of-way line and along said east boundary line, S 0°05'30" E 1166.81 feet to an Iron Pin, marking the intersection of said east boundary line and the section line common to said Sections 22 and 27; said Iron Pin, also being the Southeast Corner of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 22;

thence, leaving said east boundary line and along the section line common to said Sections 22 and 27, N 89°55'40" E 45.28 feet to the REAL POINT OF BEGINNING;

said easement contains 4.03 acres, more or less;

said herein described parcel and easement both being subject to any other easements of record or in use.

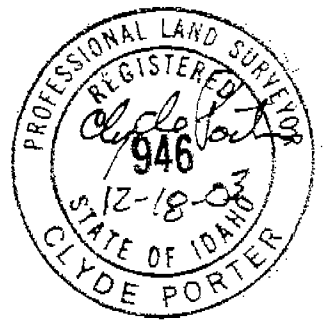


EXHIBIT B

EXHIBIT C
Road Easement

The legal description of a permanent access easement; and being located in portions of the Southeast quarter of Section 22 and the North half of Section 27, Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho; more particularly described as follows:

Beginning at an aluminum cap marking the section corner common to Sections 22, 23, 26, and 27, Township 9 North, Range 4 East, Boise Meridian; thence, along the section line common to said Sections 22 and 27,
South 89 degrees 55'40" West 614.71 feet to an iron pin; also, being the REAL POINT OF BEGINNING of a permanent access easement, from which, an iron pin marking the East 1/16 corner common to said Sections 22 and 27, bears
South 89 degrees 55'40" West 705.45 feet distant; thence leaving said section line,
South 27 degrees 57'29" West 1486.41 feet to an iron pin, marking the Northeast 1/16 corner of said Section 27; thence along the North 1/16 section line of said Section 27,
North 89 degrees 46'52" East 50.00 feet to a point ; thence, leaving said North 1/16 section line,
South 0 degree 26'40" East 760.49 feet to a point on the North boundary line of herein described Parcel III; thence, along said North boundary line,
North 89 degrees 13'43" West 50.01 feet to an iron pin on the East 1/16 section line of said Section 27; thence, leaving said North boundary line and along said East 1/16 section line,
North 0 degree 26'40" West 702.78 feet to a point; thence, leaving said East 1/16 section line,
North 62 degrees 02'31" West 77.04 feet to a point; thence
North 27 degrees 57'29" East 1427.62 feet to a point; thence,
North 0 degree 05'30" West 1283.59 feet to a point on the Southwesterly right-of-way line of Idaho State Highway No. 17, also known as the Garden Valley Highway; thence, along said Southwesterly right-of-way line,
South 48 degrees 34'38" East 66.77 feet to an iron pipe on the East boundary line of the West half of the Southeast quarter of the Southeast quarter of said Section 22; thence, leaving said Southwesterly right-of-way line and along said East boundary line;
South 0 degree 05'30" East 1166.81 feet to an iron pin, marking the intersection of said East boundary line and the section line common to said Sections 22 and 27; said iron pin, also being the Southeast corner of the West half of the Southeast quarter of the Southeast quarter of said Section 22; thence, leaving said East boundary line and along the section line common to said Sections 22 and 27,
North 89 degrees 55'40" East 45.28 feet to the REAL POINT OF BEGINNING.