

# ACCOMMODATION

When Recorded Return To:

Lennar Homes of Idaho, LLC  
9169 W state St., #1101  
Garden City, Idaho 83714  
Attn: Jeff Clemens

<b>2022-010551</b>	
RECORDED	
<b>02/25/2022 01:35 PM</b>	
CHRIS YAMAMOTO	
CANYON COUNTY RECORDER	
Pgs=16 SCARDENAS	\$55.00
TYPE: MISC	
TITLEONE BOISE	
ELECTRONICALLY RECORDED	

## **FIRST SUPPLEMENTAL DECLARATION AND AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MANDALAY RANCH SUBDIVISION**

THIS FIRST SUPPLEMENTAL DECLARATION AND AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MANDALAY RANCH SUBDIVISION (this **“Supplemental Declaration”**) is made as of February 23, 2022, by AG ESSENTIAL HOUSING MULTI STATE 2, LLC, a Delaware limited liability company (**“AG”**), and LENNAR HOMES OF IDAHO, LLC, a Delaware limited liability company (**“Lennar”**), with reference to the following:

A. On May 12, 2021, Caldwell 94 Development LLC, an Idaho limited liability company (**“Caldwell 94”**), caused to be recorded as Instrument No. 2021-034394 in the official records of Canyon County, Idaho (the **“Official Records”**), a Master Declaration of Covenants, Conditions, Restrictions and Easements for Mandalay Ranch Subdivision (the **“Master Declaration”**) for a residential subdivision.

B. Caldwell 94 was the Declarant under the Master Declaration with respect to the original real property subjected to the Master Declaration (**“Phase I”**). Pursuant to an Assignment and Bill of Sale dated August 13, 2021, Caldwell 94 assigned to Lennar all of Caldwell 94’s right, title, and interest as Declarant under the Master Declaration.

C. Section 11.01 of the Master Declaration provides that additional property may be annexed to the Subdivision and brought within the provisions of the Master Declaration by the Declarant at any time by recording a supplemental declaration to the Master Declaration.

D. Section 11.01 of the Master Declaration further provides that a supplemental declaration that annexes additional property to the Subdivision may also supplement the Master Declaration with additional, amended, or different covenants and restrictions applicable to the annexed property.

E. Lennar is the owner of the real property described in the attached Exhibit A (**“Phase 2”**).

F. AG is the owner of the real property described in the attached Exhibit B (**“Annexable Property”**). Lennar has the right to acquire the Annexable Property from AG pursuant to that certain Option Agreement dated August 31, 2021 (the **“Option Agreement”**), entered into

between AG, as Owner, and Lennar, as Builder, as evidenced by that certain Memorandum of Option recorded in the official records of Canyon County, Idaho, as Instrument No. 2021-061025.

G. Pursuant to Section 11.01 of the Master Declaration, AG and Lennar desire to subject Phase 2 to the Master Declaration. AG and Lennar intend to annex the remaining portion of the Annexable Property as phases 3 through 10 from time to time.

H. Lennar is executing and delivering this Supplemental Declaration for the purpose of subjecting Phase 2 to the provisions of the Master Declaration and supplementing the Master Declaration with additional, amended, or different covenants and restrictions.

NOW, THEREFORE, for the reasons recited above, AG and Lennar declare as follows:

1. All defined terms as used in this Supplemental Declaration shall have the same meanings as those set forth in the Master Declaration, unless otherwise defined in this Supplemental Declaration.

2. Phase 2 is subjected to the Master Declaration and shall be held, transferred, sold, conveyed, occupied, improved, and developed subject to the covenants, restrictions, easements, charges, and liens set forth in the Master Declaration, as the Master Declaration may have been supplemented and amended prior to the date of this Supplemental Declaration, which provisions are ratified, approved, confirmed, and incorporated herein by this reference, with the same force and effect as if fully set forth herein and made again as of the date hereof. The defined term "Property" in the Master Declaration now includes Phase 2.

3. The provisions of the Master Declaration, as the Master Declaration may have been supplemented and amended prior to the date of this Supplemental Declaration, and as supplemented and amended by this Supplemental Declaration, shall run with Phase 2 and shall be binding upon all Persons having any right, title, or interest in Phase 2 or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

4. The definition of "ACC Rules/ACC Standards" in Article III of the Master Declaration is amended, and the definition shall provide in its entirety as follows:

**ACC Rules/ACC Standards:** Such rules or standards created by the Declarant and/or the Association through the ACC as authorized by Section 5.28, below.

5. The definition of "Declarant" in Article III of the Master Declaration is amended, and the definition shall provide in its entirety as follows:

**Declarant:** "Declarant" shall mean and refer to Lennar, its successors and assigns, or any person or entity to whom all of Declarant's rights reserved hereunder are assigned in accordance with the provisions hereof. The Declarant's rights shall only be assigned by written, Recorded instrument expressly assigning those rights. So long as AG owns any Lot or portion of the Property or any Annexable Property, any assignment of the Declarant's rights under

this Declaration shall require the prior written consent of AG. Any purported assignment without such consent shall be deemed void and of no force and effect. Notwithstanding the foregoing, if the Option Agreement is terminated prior to the purchase by Lennar from AG of all of the Property as evidenced by the recording of a Notice of Termination of Option, AG shall, upon recordation of a Notice to Succeed to Declarant Rights, automatically become the Declarant under this Master Declaration, in which event all references to “Declarant” shall thereafter mean and refer only to AG or its successors or assigns, and after which event Lennar (or its successors or assigns) shall no longer be the Declarant under this Master Declaration or be entitled to exercise any of the rights of Declarant; provided, however, that AG shall not be liable to any Member or any other person for any act or omission of Declarant including, without limitation, Declarant’s failure to pay any amounts owing or to be paid or reserved for hereunder or as may otherwise be required by statute or at law or to perform any act or obligation required to be performed by Declarant hereunder or as may otherwise be required by statute or at law, arising prior to the date AG succeeds to Declarant’s rights hereunder, and AG shall assume the obligations under this Master Declaration only for matters and obligations arising or to be performed from and after the date AG succeeds to Declarant’s rights hereunder, and AG is hereby released and discharged from any and all obligations under this Master Declaration accruing prior to the date AG succeeds to Declarant’s rights hereunder.

6. Article III of the Master Declaration is amended by the addition of definitions for the terms “AG,” “Annexable Property,” “Lennar,” and “Option Agreement,” and the definitions shall provide in their entirety as follows:

**AG**: AG Essential Housing Multi State 2, LLC, a Delaware limited liability company.

**Annexable Property**: The real property described in Exhibit B attached to the First Supplemental Declaration and Amendment to the Master Declaration of Covenants, Conditions, Restrictions and Easements for Mandalay Ranch Subdivision recorded in the official records of Canyon County, Idaho.

**Lennar**: Lennar Homes of Idaho, LLC, a Delaware limited liability company.

**Option Agreement**: Option Agreement dated August 31, 2021, entered into between AG, and Lennar, as evidenced by that certain Memorandum of Option recorded in the official records of Canyon County, Idaho, as Instrument No. 2021-061025.

7. Section 5.28 of the Master Declaration is amended, and the Section shall provide in its entirety as follows:

**Section 5.28 Adoption of ACC Rules/ACC Standards.** The Declarant, or in the event of the Declarant's failure to do so, the Association through the ACC, shall have the power to create ACC Rules/ACC Standards relating to the planning, construction, alteration, modification, removal, or destruction of Improvements within the Property deemed necessary or desirable by the Declarant, or the ACC, as the case may be, to carry out the purposes of this Master Declaration. All ACC Rules/ACC Standards shall be consistent with the provisions of this Master Declaration. So long as AG owns any Lot or other portion of the Property or any Annexable Property, the creation of amendment of any ACC Rules/ACC Standards shall require the prior written approval of AG.

8. The description of the Class B membership in Section 6.03 of the Master Declaration is amended, and the description shall provide in its entirety as follows:

**CLASS B.** "Class B Members" shall be the Declarant and AG, and Members of the Association who are successors in title to Declarant as Owner(s) to Lot(s), to whom Declarant has specifically granted such Class B Member voting rights in a writing recorded in the records of Canyon County, Idaho. If Declarant has not granted such Class B voting rights in such a recorded writing, the Owner of a Lot other than a Declarant or AG shall be a Class A Member. The Class B membership and the Class B Member voting rights shall cease and be converted to Class A membership and Class A voting rights when the Declarant (including any transferee who becomes Declarant) relinquishes its rights as Declarant under this Master Declaration. Notwithstanding the foregoing, as long as Lennar is a Declarant and as long as AG owns any Lot or other portion of the Property or any Annexable Property, Lennar may not, without the prior written consent of AG, relinquish its rights as Declarant and allow the Class B Memberships to convert to Class A Memberships.

9. Article VIII of the Master Declaration is amended by the addition of a new Section 8.11, and the section shall provide in its entirety as follows:

**Section 8.11 No Assessments Payable by AG.** Notwithstanding any other provision contained in this Master Declaration, as long as the Option Agreement is in effect, no Assessments shall be levied against Lots or any other property owned by AG which remain subject to the Option Agreement.

10. Article X is amended by the addition of a new Section 10.18, and the Section shall provide in its entirety as follows:

**Section 10.18. Exemption of Declarant.** A Declarant and any entity affiliated with a Declarant shall be exempt from the requirements of this Article X. For purposes of this Section, an entity affiliated with a Declarant shall be deemed to include any entity owned by a Declarant, any entity which owns a Declarant, and any entity which is under common control with a Declarant. Any Lot transferred by Lennar or AG to Stetson Homes Inc., an Idaho corporation, shall be exempt from the requirements of this Article X until a certificate of occupancy is issued for Improvements on the Lot.

11. Article XI is amended by the addition of a new Section 11.03, and the Section shall provide in its entirety as follows:

**Section 11.03 Approval of AG.** So long as AG owns any Lot or other portion of the Property or any Annexable Property, any Supplemental Declaration under Section 11.01 or de-annexation under Section 11.02 shall require the prior written approval of AG. Any purported Supplemental Declaration or de-annexation without such approval shall be deemed void and of no force and effect unless subsequently approved by a written consent signed by AG and recorded.

12. Section 12.02 of the Master Declaration is amended by the addition of a new paragraph (e), and the paragraph shall provide in its entirety as follows:

(e) **Approval of AG.** So long as AG owns any Lot or other portion of the Property or any Annexable Property, any amendment to or termination of this Master Declaration shall require the prior written approval of AG. Any purported amendment or termination without such approval shall be deemed void and of no force and effect unless subsequently approved by a written consent signed by AG and recorded.

13. Article XII of the Master Declaration is amended by the addition of a new Sections 12.16, 12.17, 12.18, and 12.19, and the sections shall provide in their entirety as follows:

**Section 12.16 Limitation on Rights as Declarant.** Notwithstanding any other provision contained in this Master Declaration, as long as Lennar is a Declarant, Lennar shall not, without the prior written consent of AG, have the right to exercise any of the "Declarant" rights under this Master Declaration in any manner which will have a material or adverse impact on the Lots or other portion of the Property or any Annexable Property, owned by AG.

**Section 12.17 Termination of Option Agreement.**

Notwithstanding any other provision of this Declaration, Lennar and AG acknowledge that, upon recordation of a termination of the Option Agreement, the Option Agreement, for purposes of this Master Declaration, shall be deemed terminated and shall no longer be in force or have any effect hereunder.

**Section 12.18 AG Enforcement Rights.** So long as AG owns any Lot or other portion of the Property or any Annexable Property, AG shall have the right to enforce any of the provisions of this Master Declaration, the Articles, and the Bylaws that are intended to be for the benefit of AG.

**Section 12.19 No Enforcement Obligation.** None of the provisions of this Master Declaration shall obligate or be construed to obligate Declarant, or AG, or their respective agents, representatives or employees, to undertake any affirmative action to enforce the provisions of this Master Declaration, any supplemental declaration or any provision hereof or thereof, or to undertake any remedial or corrective action with respect to any actual or asserted violation hereof or thereof.

14. Any provision of the Master Declaration that limits the liability of a Declarant, releases a Declarant from liability or any responsibility, is a disclaimer by a Declarant, or is an indemnification in favor of a Declarant, shall apply equally to AG.

15. Except as amended by the provisions of this Supplemental Declaration, the Master Declaration, as the Master Declaration may have been supplemented and amended prior to the date of this Supplemental Declaration, shall remain unmodified and in full force and effect.

*Signature Pages Follow*

AG and Lennar have executed this Supplemental Declaration as of the date first written above.

AG:

AG ESSENTIAL HOUSING MULTI STATE 2, LLC, a Delaware limited liability company

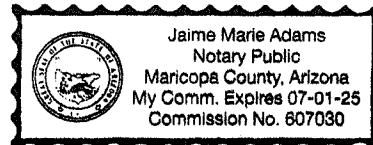
By: AGWIP Asset Management, LLC, an Arizona limited liability company, its Authorized Agent

By: Steven S. Benson  
Steven S. Benson, its Manager

STATE OF Arizona )  
 ) ss.  
County of Maricopa )

This record was acknowledged before me on February 24, 2022, by **STEVEN S. BENSON** as Manager of **AGWIP ASSET MANAGEMENT, LLC**, the authorized agent of **AG ESSENTIAL HOUSING MULTI STATE 2, LLC**.


Jaime Marie Adams  
Signature of notary public



My commission expires: 07/01/2025

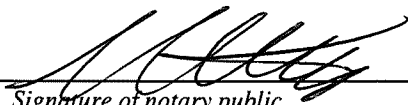
LENNAR:

LENNAR HOMES OF IDAHO, LLC  
a Delaware limited liability company

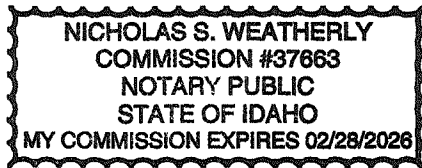
By:   
Jeff Clemens, Vice President

STATE OF IDAHO )  
County of Ada ) ss.

This record was acknowledged before me on February 23, 2022, by **JEFF CLEMENS** as Vice President of **LENNAR HOMES OF IDAHO, LLC**.

  
Signature of notary public

My commission expires: 2-28-26





**EXHIBIT "A"**  
**TO**  
**SUPPLEMENTAL DECLARATION AND AMENDMENT TO THE**  
**MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND**  
**EASEMENTS FOR**  
**MANDALAY RANCH SUBDIVISION**

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**Legal Description of Phase 2**

Phase 2 consists of the real property located in Canyon County, Idaho more particularly described as follows:

Lots 3, 4, 5, 6, 7, 9 and 10 in Block 2; Lots 10, 11, 12, 13, 14 and 15 in Block 3; Lot 12 in Block 5; Lots 1, 2, 3, 4, 9, 10, 12, 13, 14, 15 and 16 in Block 6; and Lots 2, 3, 4, 5, 6, 7, 8 and 9 in Block 7 of Mandalay Ranch Subdivision Phase 2, according to the official plat thereof, filed in Book 53 of Plats at Page(s) 39, records of Canyon County, Idaho.

**EXHIBIT "B"**  
**TO**  
**SUPPLEMENTAL DECLARATION AND AMENDMENT TO THE**  
**MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND**  
**EASEMENTS FOR**  
**MANDALAY RANCH SUBDIVISION**

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**Legal Description of Annexable Property**

The Annexable Property consists of the real property located in Canyon County, Idaho more particularly described as follows, excepting therefrom any portion lying within the real property described in Exhibit A:

PARCEL 1: (34095000 0 and 34096010 0)

The Northwest Quarter of the Southeast Quarter of Section 19, Township 4 North, Range 2 West of the Boise Meridian; all that part of the Southwest Quarter of the Southeast Quarter of Section 19 in Township 4, Range 2 West of the Boise Meridian, lying North and East of the centerline of the right of way of Mason Creek Drain, as the same is now located.

EXCEPTING: All that part of the Northwest Quarter of the Southeast Quarter lying Southwest of the centerline of the right of way of Mason Creek Drain as the same is now located in Section 19, Township 4, Range 2 West of the Boise Meridian.

FURTHER EXCEPTING: Beginning at the Northwest corner of the Northwest Quarter of the Southeast Quarter of Section 19, Township 4 Range 2, West of the Boise Meridian; South along the West line of said Quarter a distance of 180 feet to the center line of the right of way of Mason Creek drain; thence

East a distance of 280 feet on a line parallel with the North boundary of said quarter to a point; thence

North a distance of 180 feet on a line parallel with the West boundary line of said quarter to a point on the North boundary of said quarter; thence

West along the North boundary of said quarter a distance of 280 feet to the POINT OF BEGINNING.

FURTHER EXCEPTING: A parcel of land being a portion of the Northwest Quarter of the Southeast Quarter of the Section 19, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Commencing at iron pin marking the Northwest corner of said Northwest Quarter of the Southeast Quarter of Section 15 also being the Center of said Section; thence along the Northerly boundary of said Northwest Quarter of the Southeast Quarter,  
South 89°46'43" East 280.00 feet to the POINT OF BEGINNING; thence continuing along said Northerly boundary,

South 89°46' 43" East 140.93 feet to a point; thence leaving said Northerly boundary,  
South 01°39'09" West 156.05 feet to a point; thence along a line parallel to said Northerly  
boundary,  
North 89°46'43" West 138.03 feet to a point; thence along a line parallel to and 280.00 feet  
Easterly of the Westerly boundary of said Northwest Quarter of the Southeast Quarter,  
North 00°35'20" East 156.00 feet to the POINT OF BEGINNING. 34089010B0)

EXCEPTING THEREFROM any portion lying within Mandalay Ranch Subdivision Phase 1,  
according to the official plat thereof, filed in Book 52 of Plats at Page 11, records of Canyon  
County, Idaho.

PARCEL 2: (34096000 0)

A parcel of land being a portion of the Northwest Quarter of the Southeast Quarter of the Section  
19, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and more  
particularly described as follows:

Commencing at iron pin marking the Northwest corner of said Northwest Quarter of the Southeast  
Quarter of Section 15 also being the Center of said Section; thence along the Northerly boundary  
of said Northwest Quarter of the Southeast Quarter,  
South 89°46'43" East 280.00 feet to the POINT OF BEGINNING; thence continuing along said  
Northerly boundary, South 89°46'43" East 140.93 feet to a point; thence leaving said Northerly  
boundary,  
South 01°39'09" West 156.05 feet to a point; thence along a line parallel to said Northerly  
boundary,  
North 89°46'43" West 138.03 feet to a point; thence along a line parallel to and 280.00 feet Easterly  
of the Westerly boundary of said Northwest Quarter of the Southeast Quarter,  
North 00°35'20" East 156.00 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM any portion lying within Mandalay Ranch Subdivision Phase 1,  
according to the official plat thereof, filed in Book 52 of Plats at Page 11, records of Canyon  
County, Idaho.

PARCEL 3: (34089000 0)

That portion of the East Half of the Southeast Quarter of Section 19 in Township 4 North, Range  
2 West of the Boise Meridian, Canyon County, Idaho, lying North of the right of way for Mason  
Creek Drain.

EXCEPTING THEREFROM any portion lying within Mandalay Ranch Subdivision Phase 1,  
according to the official plat thereof, filed in Book 52 of Plats at Page 11, records of Canyon  
County, Idaho.

PARCEL 4: (34089010B0)

The East half of the Southeast Quarter, Section 19, Township 4 North, Range 2 West of the Boise Meridian, lying South of the Mason Creek Drain.

EXCEPTING THEREFROM a part of the Southeast Quarter of the Southeast Quarter (Southeast Quarter Southeast Quarter) of Section 19, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described, to-wit:

COMMENCING at the Southeast corner of Section 19, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho; thence

South 89°40' West a distance of 360.84 feet along the South line of said Section 19; thence North 0°20' West a distance of 50 feet at right angles to the said South line to the INITIAL POINT in the North right-of-way line of U.S. Highway 20; thence continue

North 0°20' West a distance of 405 feet; thence

North 89°40' East a distance of 324.15 feet, parallel to the South line of said Section 19 to a point in the West right-of-way line of Middleton Road, which point is 40 feet West of the East line of said Section 19; thence

South 0°05' West a distance of 405 feet along the said West right-of-way line of Middleton Road, to a point in the said North right-of-way line of U.S. Highway 20, which point is 50 feet North of the South line of said Section 19, thence

South 89°40' West a distance of 321.20 feet along the North right-of-way line of U.S. Highway 20, to the INITIAL POINT.

EXCEPTING THEREFROM that portion lying within the following described tract:

A tract of land situated in the Southeast Quarter of Section 19, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING from the Southeast corner of said Section 19; thence

North 00°05'11" West along the centerline of Middleton Road and the Easterly line of said Section 19, a distance of 15.136 meters (49.66 feet); thence

North 89°54'49" West a distance of 7.620 meters (25.00 feet), to the Southwest corner of the right-of-way lines of the intersection of US 20/26 and Middleton Road and the Southeast corner of Parcel 6 of the construction plans of Federal Aid Project No. ST-3230(603), Key No. 6194, entitled SH 20/26 Junction Middleton Road, on file with District 3 of the Idaho Transportation Department, said point being Station 31+68.953, 7.620 meters (25.00 feet) left on said plans, and the POINT OF BEGINNING of this description; thence

North 00°05'11" West, along the Westerly right-of-way line of Middleton Road and the Easterly property line of said parcel, a distance of 123.5995 meters (405.51 feet), to Station 32+92.524, 7.620 meters (25.00 feet) left as shown on said plans, thence

South 89°54'49" West a distance of 4.572 meters (15.00 feet), to Station 32+92.542, 12.190 meters (40.00 feet) left as shown on said plans; thence

South 00°05'11" East, a distance of 123.622 meters (405.60 feet), along a line parallel to and offset 12.190 meters (40.00 feet) West from the centerline of Middleton Road and the Easterly line of said Section 19, to the Northerly right-of-way line of U.S. 20/26 and Station 31+69.244, 12.190 meters (40.00 feet) left as shown on said plans, thence

North 89°34'28" East, along the Northerly right-of-way line of US 20/26 and the Southerly property line of said Parcel 6, a distance of 4.572 meters (15.00 feet), to the West right-of-way

line of Middleton Road, said point being Station 31+68.953, 7.620 meters (25.00 feet) left as shown on said plans, and the POINT OF BEGINNING of this description.

ALSO EXCEPTING THEREFROM a tract of land situated in the SE 1/4 of Section 19, Township 4 North, Range 2 West, Boise Meridian, more particularly described as follows:

Commencing from the Southeast corner of said Section 19, thence N00°05' 11"W along the centerline of Middleton Road and the Easterly line of said Section 19, a distance of 15.239 meters (50.00 ft); thence S89°54'49"W a distance of 7.620 meters (25.00 feet), to the Southwest corner of the right-of-way lines of the intersection of US 20/26 and Middleton Road; thence S89°54'49"W a distance of 4.572 meters (15.00 feet) to the Southeast corner of Parcel 4 of the construction plans of Federal Aid Project No. ST-3230(603), Key No. 6194, entitled SH 20/26 - Junction Middleton Road, on file with District 3 of the Idaho Transportation Department, said point being Station 31+69.244, 12.190 meters (40.00 ft) left on said plans, and the POINT OF BEGINNING of this description; thence N00°05' 11"W, along a line parallel to and offset 12.190 meters (40.00 feet) West of the center line of Middleton Road, said line being the Easterly property line of said parcel, a distance of 19.546 meters (64.13 ft), to Station 31+88.790, 12.190 meters (40.00 ft) left as shown on said plans; thence S04°21'43"W, a distance of 11.515 meters (37.78 ft), to Station 31+77.310, 13.085 meters (42.98 ft) left as shown on said plans; thence S43°56'10"W, a distance of 8.468 meters (27.78 ft), to Station 31+71.221, 18.970 meters (62.24 ft) left as shown on said plans; thence S65°11'23"W, a distance of 4.885 meters (16.03 ft), to the Northerly right-of-way line of US 20/26 and Station 31+69.178, 23.4070 meters (76.80 ft) left as shown on said plans; thence N89°34'28"E, along the Northerly right-of-way line of US 20/26 and the Southerly property line of said Parcel 4, a distance of 11.215 meters (36.80 ft), to a point 4.572m (15.00 feet) from the Westerly right-of-way line of Middleton Road, said point being station 31+69.244, 12.190 meters (40.00 ft) left as shown on said plans, and the POINT OF BEGINNING of this description.

AND ALSO EXCEPTING THEREFROM a parcel of land being a portion of that Record of Survey Instrument No. 200100051 lying in the E1/2 SE1/4 of Section 19, Township 4 North, Range 2 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

BEGINNING at the SE corner of said E1/2 SE1/4, (section corner common to Sections 19, 20, 29 and 30), said corner monumented with a 5/8 inch diameter iron pin; thence N. 89°50'28" W., a distance of 849.79 feet along the Southerly boundary of said E1/2 SE1/4 to a point; thence leaving the Southerly boundary of said E1/2 SE1/4, N. 00°09'32" E., a distance of 751.66 feet perpendicular to the Southerly boundary of said E1/2 SE1/4 to a point on the Northerly right-of-way of Mason Creek; thence along said Northerly right-of-way of Mason Creek as per Record of Survey Instrument No. 200100051 the following courses and distances: Thence S. 86°29'03" E., a distance of 32.51 feet to a point; Thence S. 89°29'17" E., a distance of 149.54 feet to a point; Thence

S. 77°39'52" E., a distance of 161.41 feet to a point Thence  
S. 63°29'33"E., a distance of 202.19 feet to a point; Thence  
S. 67°24'07" E., a distance of 141.93 feet to a point; Thence  
S. 75°02'56" E., a distance of 166.98 feet to a point on the Westerly right of way of Middleton  
Road, said point lies 40.00 feet Westerly of the Easterly boundary of said E1/2 SE1/4; thence  
leaving said Northerly right-of-way of Mason Creek,  
S. 00°34'09" W., a distance of 73.23 feet along said Westerly right of way which lies 40.00 feet

West of and parallel with the Easterly boundary of said E1/2 SE1/4 to a point; thence leaving  
said Westerly right of way,  
N. 89°50'28" W., a distance of 324.10 feet parallel with the Southerly boundary of said E1/2  
SE1/4 to a 5/8 inch iron pin; thence  
S. 00°09'32" W., a distance of 405.00 feet perpendicular to the Southerly boundary of said E1/2  
SE1/4 to a point; thence  
S. 89°50'28" E., a distance of 361.20 feet parallel with the Southerly boundary of said E1/2  
SE1/4 to a point on Easterly boundary of said E1/2 SE1/4; thence  
S. 00°34'09" W., a distance of 50.00 feet along said Easterly boundary to the POINT OF  
BEGINNING.

EXCEPT the South 50 feet thereof as conveyed in right of way deeds recorded October 24, 1935,  
in Book 124 of Deeds, Page 118, as Instrument No. 200110, and March 29, 1946, in Book 162 of  
Deeds, Page 584, as Instrument No. 308779, records of Canyon County, Idaho.

AND ALSO EXCEPTING THEREFROM a tract of land situated in the Southeast quarter of  
Section 19, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more  
particularly described as follows:

The Easterly 7.62 m (25.00 feet) of the Northerly 123.325 m (404.63 feet) of the Southerly  
138.465 m (454.30 feet) of the Southeast quarter of Section 19, Township 4 North, Range 2 West,  
Boise Meridian, Canyon County, Idaho.

AND ALSO EXCEPTING THEREFROM a parcel of land being a portion of the E1/2 SE1/4 of  
Section 19, Township 4 North, Range 2 West, Boise Meridian, Canyon County Idaho, more  
particularly described as follows:

Commencing at the SE corner of said E1/2 SE1/4, (section corner common to sections 19, 20, 29  
and 30), said corner monumented with a 5/8 inch diameter iron pin; Thence  
N. 89° 50' 28" W., a distance of 849.79 feet along the southerly boundary of said E1/2 SE1/4 to  
the POINT OF BEGINNING; Thence continuing  
N. 89° 50' 28" W., a distance of 469.32 feet along said southerly boundary to the SW corner of  
said E1/2 SE1/4 (East 1/16 corner common to sections 19 and 30); Thence  
N. 00° 34' 45" E., a distance of 763.13 feet along the westerly boundary of said E1/2 SE1/4, to a  
point at the northerly right-of-way of Mason Creek; Thence leaving the westerly boundary of  
said E1/2 SE1/4,  
S. 89° 12' 13" E., a distance of 331.48 feet along said northerly right-of-way of Mason Creek to a  
point; Thence  
S. 86° 29' 03" E., a distance of 132.49 feet along the centerline of said Mason Creek to a point;

Thence leaving the centerline of said Mason Creek,  
S. 00° 09' 32" W., a distance of 751.66 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM any portion lying within Mandalay Ranch Subdivision Phase 1, according to the official plat thereof, filed in Book 52 of Plats at Page 11, records of Canyon County, Idaho.

PARCEL 5: (34090010 0)

A Parcel of Land Lying in a portion of the SE1/4 of Section 19, Township 4 North, Range 2 West, Boise Meridian, City of Caldwell, Canyon County Idaho, and more particularly described as follows:

COMMENCING at a Found Aluminum Cap Marking the Southeast Corner of the SE 1/4 said Section 19; From which, the East 1/4 Corner of said Section 19 bears, North 00°34'10" East, 2642.09 feet which is being Monumented with a found Brass Cap; Thence along the Easterly Boundary Line of the SE 1/4 of said Section 19,  
North 00°34'10" East, 522.94 feet to a 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";  
Thence leaving said Easterly Boundary Line,  
North 75°02'49" West, 41.29 feet to the westerly right of way of Middleton Road, which is lying 40.00 feet west of and parallel with said Easterly Boundary Line of the SE 1/4, Said point also being the POINT OF BEGINNING, Thence continuing  
North 75°02'49" West, 165.42 feet to a found 5/8" Iron Pin with Plastic Cap "PLS 9366"; Thence  
North 67°24'00" West, 141.43 feet to a 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";  
Thence  
North 63°29'26" West, 202.64 feet to a 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";  
Thence  
North 77°39'45" West, 162.55 feet to a found 5/8" Iron Pin with Plastic Cap "PLS 9366"; Thence  
North 89°29'10" West, 149.93 feet to a found 5/8" Iron Pin with Plastic Cap "PLS 9366"; Thence  
North 86°28'56" West, 32.64 feet to a point; Thence South 00°09'32" West, 55.09 feet to a point on the Centerline of Mason Creek; Thence along the centerline of Mason Creek the following courses and distances: Thence  
South 86°28'56" East, 30.85 feet; Thence  
South 89°29'10" East, 145.68 feet; Thence  
South 77°39'45" East, 150.02 feet; Thence  
South 63°29'26" East, 197.68 feet; Thence  
South 67°24'00" East, 146.98 feet Thence  
South 75°02'49" East, 183.17 feet to the Westerly Right of Way of said Middleton Road; Thence along said Westerly Right of Way North 00°34'10" East, 56.78 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM any portion lying within Mandalay Ranch Subdivision Phase 1, according to the official plat thereof, filed in Book 52 of Plats at Page 11, records of Canyon County, Idaho.

PARCEL 6: (34089010C0)

A Parcel of Land Lying in a portion of the SE1/4 of Section 19, Township 4 North, Range 2 West, Boise Meridian, City of Caldwell, Canyon County Idaho, and more particularly described as follows:

COMMENCING at a Found Aluminum Cap Marking the Southeast Corner of the SE 1/4 said Section 19; From which, the East 1/4 Corner of said Section 19 bears North 00°34'10" East, 2642.09 feet which is being Monumented with a found Brass Cap; Thence along the Easterly Boundary Line of the SE 1/4 of said Section 19, North 00°34'10" East, 522.94 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251"; Thence leaving said Easterly Boundary Line, North 75°02'49" West, 206.68 feet to a found 5/8" Iron Pin with Plastic Cap "PLS 9366"; Thence North 67°24'00" West, 141.43 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251"; Thence North 63°29'26" West, 202.64 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251"; Thence North 77°39'45" West, 162.55 feet to a found 5/8" Iron Pin with Plastic Cap "PLS 9366"; Thence North 89°29'10" West, 149.93 feet to a found 5/8" iron Pin with Plastic Cap "PLS 9366"; Thence North 86°28'56" West, 32.64 feet the POINT OF BEGINNING; Thence continuing North 86°28'56" West, 132.35 feet to a found 5/8" Iron Pin with Plastic Cap "PLS 9366"; Thence North 89°08'16" West, 331.62 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251"; Thence South 00°34'57" West, 55.00 feet to a point on the Centerline of Mason Creek; From said point, a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251" which is Witnessing said point bears, North 00°34'57" East, 55.00 feet; Thence along said Centerline the following courses and distances: Thence South 89°08'16" East, 330.08 feet; Thence South 86°28'56" East, 134.31 feet; Thence North 00°09'32" East, 55.09 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM any portion lying within Mandalay Ranch Subdivision Phase 1, according to the official plat thereof, filed in Book 52 of Plats at Page 11, records of Canyon County, Idaho.