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IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

ROOSTER CAPITAL IV LLC, a Delaware
limited liability company,

Plaintiff,

vs.

LONE PINE DAIRY, an Idaho general
partnership; BIG WILLOW FARMS, an Idaho
general partnership; B-HUMBLE FARMS,
LLC, an Idaho limited liability company;
LONE PINE FARMS CANYON COUNTY,
LLC, an Idaho limited liability company;
JOEL S. BOSCHMA, an individual;
DEBORAH L. BOSCHMA, an individual;
LISA M. BOSCHMA, an individual;
STEPHEN T. BOSCHMA, an individual;
AGWEST FARM CREDIT, PCA, a federally
chartered instrumentality of the United States
of America; and JOHN DOES 1-10, as
occupants,

Defendants.

Case No. CV14-24-08163

NOTICE OF SHERIFF'S SALE

(AMENDED)

AMENDED NOTICE OF SHERIFF'S SALE

Under and by virtue of that certain *Judgment, Decree of Foreclosure and Order of Sale* (the "Judgment"), entered on November 27, 2024, and an *Amended Writ of Execution* issued out of the above-entitled Court in the above-entitled action on January 24, 2025.

PUBLIC NOTICE IS HEREBY GIVEN that on the 26th day of March, 2025, at 9:30 a.m. at the Main Lobby of the Canyon County Courthouse, 1115 Albany St, Caldwell, Idaho, I am commanded and will sell at public auction to the highest bidder for cash in currency of the United States payable at time of sale, or credit bid by the judgment lienholder, Rooster Capital IV LLC, all the right, title, and interest of that certain real property generally located at 5592 Kuna Rd, Nampa, ID 83686 (the "Property"), which is legally described in **Exhibit A** and all property affixed or appurtenant thereto described in **Exhibit B**, both of the foregoing attached hereto and incorporated herein by reference, and to apply the proceeds of such sale to the satisfaction of the Judgment, with interest thereof and my fees and costs, all payable at the time of the sale.

The sale will be made without covenant or warranty regarding title, possession or encumbrances to satisfy the Judgment, which was recorded in the official records of Canyon County. The real property sold at the sale shall be subject to the redemption rights of the judgment debtor or redemptioner, as that term is defined in Idaho Code Section 11-402, upon paying the purchaser the amount of their purchase, with interest on that amount at the rate allowed by Idaho Code from the date of the sale to the date of the redemption, together with the amount of any assessments or taxes which the purchaser may have paid after the commencement of the action and which are not included in the judgment and interest allowed pursuant to Idaho Code.

The Sheriff, by Certificate of Sale, will transfer all right, title, and interest of the property at the time of execution or attachment was levied. The Sheriff will give possession but does not guarantee clear title nor continued possessory right to the purchaser.

The Sale may be cancelled without notice. For further information, write or call Brian A. Faria, 1101 W. River St. STE 110, Boise, Idaho 83702, (208) 629-7447.

DATED this 28th day of February, 2025.

Kieran Donahue, Sheriff of Canyon County, Idaho

By: T. Krein #5988
Civil Deputy

PLAINTIFF HAS THE RIGHT TO SUBMIT A CREDIT BID. SALE MAY BE CANCELLED WITHOUT NOTICE.
NOTE: THE SHERIFF'S OFFICE DOES NOT GUARANTEE CLEAR TITLE OR GUARANTEE CONTINUED
POSSESSORY RIGHTS. THE CANYON COUNTY SHERIFF'S OFFICE DOES NOT DISCRIMINATE ON THE BASIS OF
DISABILITY IN THE ADMISSION OF OR ACCESS TO, OR PARTICIPATION IN ITS PROGRAMS OR ACTIVITIES.
REQUEST FOR REASONABLE ACCOMMODATION MUST BE MADE NO LESS THAN 48 HOURS BEFORE THE
SCHEDULED SALE. REQUEST FOR REASONABLE ACCOMMODATION FORMS ARE AVAILABLE FROM THE
SHERIFF'S OFFICE, 1115 ALBANY STREET, CALDWELL, IDAHO.

EXHIBIT A

Parcel 2

The East half of the Southwest Quarter, Section 19, Township 2 North, Range 1 West, Boise Meridian, Canyon County, Idaho.

EXCEPT any house trailer or mobile home located thereon

Parcel 3

BEGINNING at the Southeast corner of Lot 4, Section 19, Township 2 North, Range 1 West, Boise Meridian, Canyon County, Idaho; thence running West and along the South line of said Lot 4 to a point 418 feet East of the Southwest corner of said Lot 4; thence

North and parallel to the West line of Lot 4 a distance of 248 feet to the centerline of a certain irrigation ditch; thence Northwesterly and along the centerline of the irrigation ditch a distance of 611 feet, more or less, to a point in the West line of Lot 4 a distance of 675 feet North of the Southwest corner of said Lot 4; thence

North along the West line of said Lot 4 to the Northwest corner of Lot 4; thence

East and along the North line of said Lot 4 to the Northeast corner of said Lot 4; thence

South and along the East line of said Lot 4 to the Southeast corner of said Lot 4, to the Point of Beginning.

EXCEPTING THEREFROM the West 280 feet thereof.

AND EXCEPTING THEREFROM the East 100 feet of the West 380 feet.

AND EXCEPTING THEREFROM:

A parcel of land lying in Lot 4, Section 19, Township 2 North, Range 1 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at the Southwest corner of the said Section 19; thence

North 90°00'00" East 794.86 feet along the Southerly boundary of the said Lot 4 of Section 19 to a point, also said point being the REAL POINT OF BEGINNING; thence

continuing North 90°00'00" East 478 feet along the said Southerly boundary of Lot 4 of Section 19 to a point marking the Southeast corner of the said Lot 4 of Section 19; thence

North 0°00'00" East 223.55 feet along the Easterly boundary of the said Lot 4 of Section 19 to a point; thence

South 90°00'00" West 478 feet along a line 223.55 feet Northerly of and parallel to the said Southerly boundary of Lot 4 of Section 19 to a point; thence

South 0°00'00" West 223.55 feet along a line 478 feet Westerly of and parallel to the said Easterly boundary of Lot 4 of Section 19 to the POINT OF BEGINNING.

AND EXCEPTING THEREFROM:

A tract of land situated in Government Lot 4, Section 19, Township 2 North, Range 1 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at the Northeast corner of said Government Lot 4; thence

South 89°28'29" West a distance of 981.24 feet along the Northerly boundary of said Government Lot 4; thence

South 0°00'00" East a distance of 47.21 feet; thence

North 89°37'50" East a distance of 981.67 feet; thence

North 0°31'25" West a distance of 49.88 feet along the Easterly boundary of said Government Lot 4 to the POINT OF BEGINNING.

AND EXCEPTING THEREFROM the Easterly 27.38 feet of the following described property:

A portion of the Southwest Quarter of the Southwest Quarter of Section 19 and in the Northwest Quarter of the Northwest Quarter of Section 30, Township 2 North, Range 1 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at the Southwest corner of said Section 19 which is also the Northwest corner of said Section 30; thence

South 0°00'00" West 61.52 feet along the West line of said Section 30 to the Southeast corner of Section 24, which is also the Northeast corner of Section 25, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho; thence

North 88°47'42" East 276.21 feet to the INITIAL POINT of this description; thence

North 0°00'00" East 240.54 feet parallel with the West line of said Sections 19 and 30; thence

North 88°47'42" East 152.61 feet to a point on the centerline of an irrigation ditch; thence

South 32°25'08" East 30.88 feet along the said centerline; thence

South 0°00'00" West 214.12 feet parallel with the said West line; thence

South 88°47'42" West 169.17 feet to the INITIAL POINT of this description.

AND EXCEPT any house trailer or mobile home located thereon

EXHIBIT B

The real property located in Canyon County, Idaho, and more particularly described in Exhibit A attached hereto (the "Land").

TOGETHER WITH all buildings, improvements, equipment, fixtures and permanent plantings located therein or thereon or appurtenant thereto, and all additions, replacements, and improvements hereafter made thereto or placed therein or thereon; all rights-of-way, easements, rents, issues, profits, income, proceeds and general intangibles there from, tenements, hereditaments, remainders, reversions, privileges and appurtenances thereunto belonging, however evidenced which are used or enjoyed in connection with the Land now or hereafter owned or belonging to the same or which hereafter may be acquired and so used or enjoyed;

TOGETHER WITH all water and water rights now owned or hereafter acquired by Borrowers and howsoever evidenced, including but not limited to any water rights specifically described in the Water Rights Rider if said rider is attached hereto, whether such water and water rights are riparian, appropriative or otherwise and whether or not appurtenant to the Land, along with all ditch and ditch rights and any shares of stock, licenses, permits and contracts evidencing such water or ditch rights, and all wells, reservoirs, dams, embankments or fixtures relating thereto;

TOGETHER WITH all personal property, including all windmills, pumps, irrigation equipment, motors, engines, and devices of every kind now or hereafter used for or in connection with the irrigation of the Land, or for stock watering or domestic purposes thereon, and all grain bins and storage bins, which are owned by Borrowers and which are located on the Land in **Canyon County, Idaho**, described above together with all additional accessions, replacements, improvements, repairs and substitutions to said property and the proceeds thereof and all other fixtures now or hereafter located upon the Land, all of which are declared to be appurtenant to said Land, or incident to the ownership thereof, or used in connection therewith;

TOGETHER WITH all judgments, awards of damages, settlements and payments or security (i) hereafter made as a result of or in lieu of any taking of all or any part of the Land under the power of eminent domain or for any damage to the Land and/or the improvements located thereon, or any part thereof, and (ii) hereafter made for any damage to the Land and/or the improvements located thereon, or any part thereof resulting from exercise of or attempted exercise of mining rights or claims, however reserved or asserted, and resulting from the disturbance of any of the surface of the Land. Borrowers do hereby covenant and agree that Borrowers will not give such consent as may be required of the owner for mining or other surface disturbance by the terms of any patent, deed, statute, law or otherwise, without the prior written consent of Lender;

TOGETHER WITH all proceeds of and any unearned premiums on any insurance policies covering the Land and/or the improvements located thereon, including, without limitation, the right to receive and apply the proceeds of any insurance judgments, or settlements made in lieu thereof, for damage to the Land and/or the improvements located thereon or the indebtedness secured thereby;

TOGETHER WITH all contract rights, chattel paper, documents, accounts and general intangibles, rights to performance, entitlement to payment in cash or in kind, or any other benefits under any current or future governmental program which pertain to the Land, whether now or hereafter existing or acquired;

TOGETHER WITH all cash and noncash proceeds of the conversion, voluntary or involuntary, of any of the foregoing;

TOGETHER WITH any and all of Borrowers' right, title, and/or interest in any and all system memberships and/or ownership certificates in any non-municipal water sewer systems now or in the future serving said property.