





SWSW

SESW

Mansfield Park I

II

4.9 acres

203.7

4.9 acres

Brian Cooper owns

Excluded on licensing map?

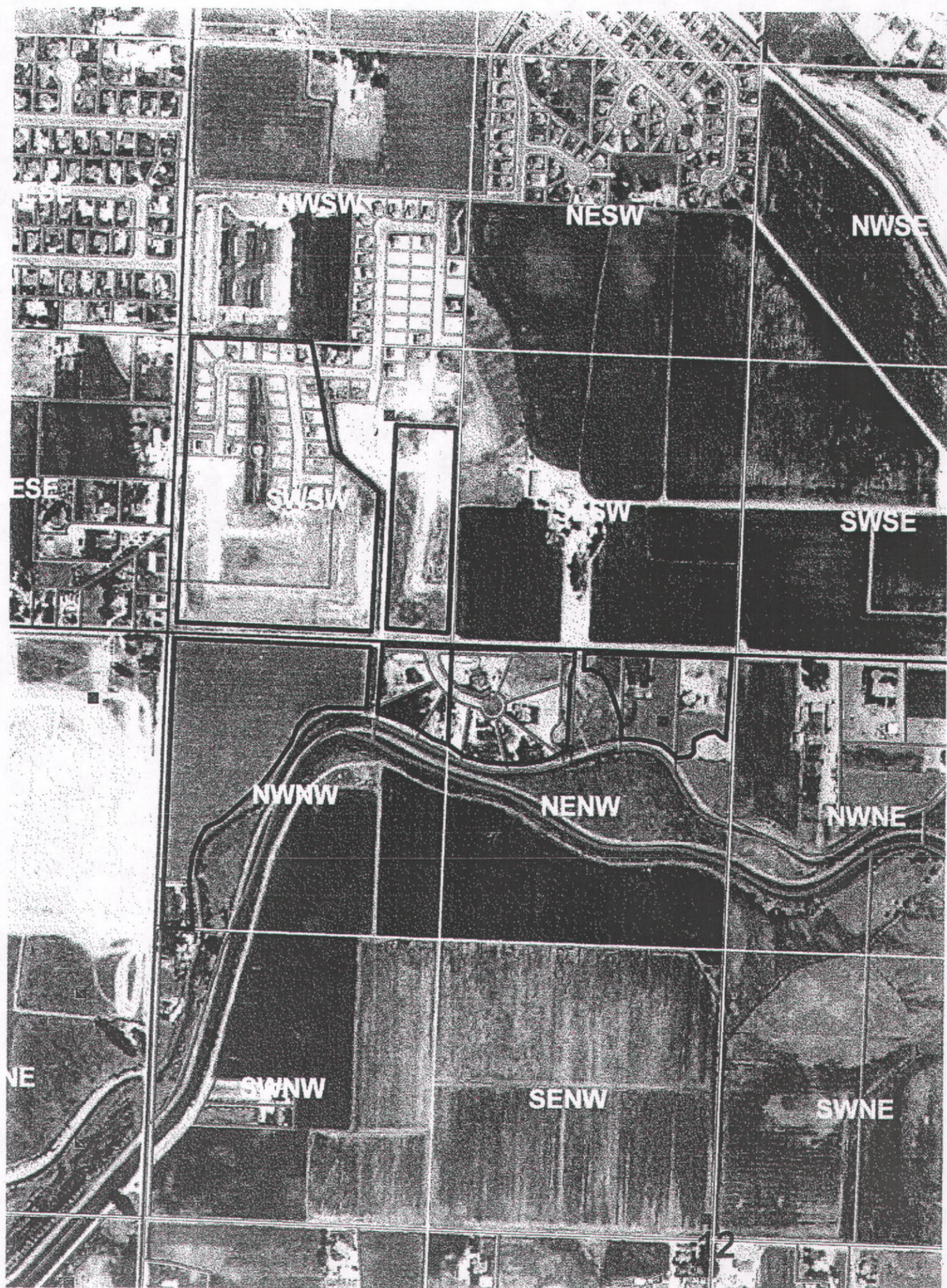
Excluded on L. map 1+ acres

NWNW

NENW

SWNW

SENW





# Idaho Department of Water Resources

## 63-32315

T02N R02W S12



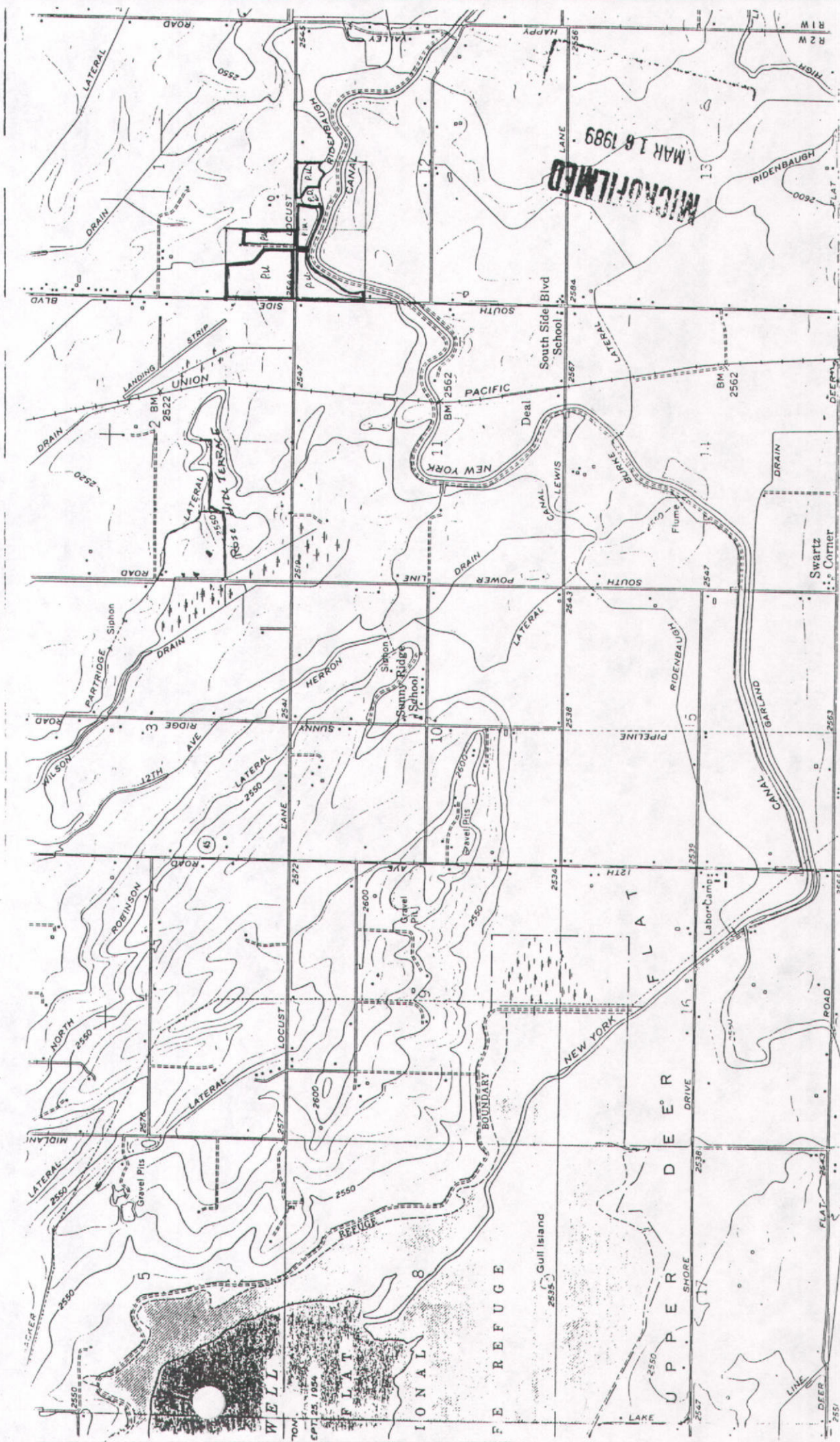
- Point of Diversion
- Place of Use
- Sections
- Quarter Quarter

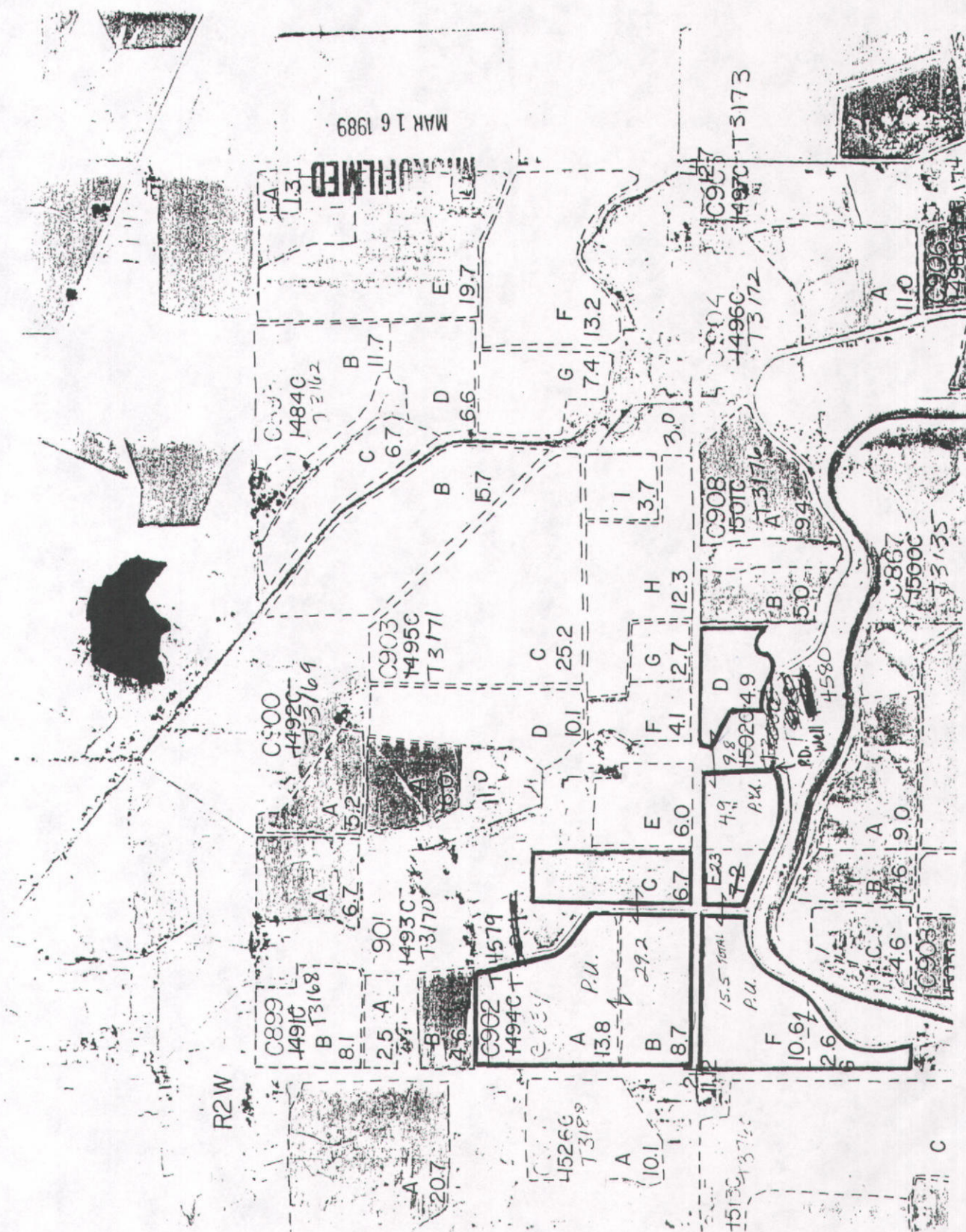
Total irrigated  
acres = 7.2



500 0 500 Feet

IDWR  
Prepared by: Sandy Egbert  
Date: May 23, 2006  
1987 NAAP Photography











MICROFILMED  
AUG 24 1992

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,  
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION  
OF RIGHTS TO THE USE OF WATER FROM  
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 63-32315  
Date Received: 2/15/1990  
Receipt No: X777777  
Received By:

NOTICE OF CLAIM TO A WATER RIGHT  
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

MANSFIELD PARK HOMEOWNERS ASSOCIATION, INC. Phone: (208)468-9715  
C/O ANNE C. CLARKSON  
3973 S. BELL CT  
NAMPA ID USA 83686

2. Date of Priority: 10/05/1977

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

| Township | Range | Section | 1/4 of 1/4 of 1/4 Lot |    |    | County | Type |
|----------|-------|---------|-----------------------|----|----|--------|------|
| 02N      | 02W   | 12      | NW                    | NE | NW | CANYON |      |

5. Description of diverting works:

8" CASING 60' DEEP 5 HP MOTOR

6. Water is used for the following purposes:

| Purpose    | From  | To    | C.F.S. | (or) A.F.A |
|------------|-------|-------|--------|------------|
| IRRIGATION | 03/15 | 11/15 | 0.1    | 32.4       |

7. Total Quantity Appropriated is:  
0.1 C.F.S. and/or 32.4 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

| Township | Range | Section | 1/4 of 1/4 | Lot | Use           | Acres |
|----------|-------|---------|------------|-----|---------------|-------|
| 02N      | 02W   | 12      | NE         | NW  | IRRIGATION    | 4.9   |
|          |       |         | NW         | NW  | IRRIGATION    | 2.3   |
|          |       |         |            |     | Section Acres | 7.2   |
|          |       |         |            |     | Total Acres   | 7.2   |

11. Place of use in counties: CANYON

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for irrigation of the lands above.

This right is a split from former right 63-8944.

15. Basis of Claim: License

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,  
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION  
OF RIGHTS TO THE USE OF WATER FROM  
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A63-08944  
Date Received: 2/15/1990  
Receipt No: 1100 5P47  
Received By: Jee

NOTICE OF CLAIM TO A WATER RIGHT  
ACQUIRED UNDER STATE LAW

1. Name: LYNN KRAJNIK 208-466-1428  
Address: RT. 3 BOX 3820  
NAMPA, ID 83651

AND/OR

Name: MILDRED KRAJNIK 208-466-1428  
Address: RT. 3 BOX 3820  
NAMPA, ID 83651

2. Date of Priority: OCT 05, 1977

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

| Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County |
|----------|-------|---------|--------|--------|-----|-----|--------|
| 02N      | 02W   | 12      | NW     | NE     | NW  |     | CANYON |

5. Description of diverting works:  
8" CASING 60' DEEP 5 HP MOTOR

6. Water is used for the following purposes:

| Purpose    | From  | To    | C.F.S | (or) | A.F.A. |
|------------|-------|-------|-------|------|--------|
| IRRIGATION | 03/15 | 11/15 | 0.760 |      | 247.50 |

7. Total Quantity Appropriated is:  
0.760 C.F.S. (and/or) 247.50 A.F.A.

8. Total consumptive use is 192.5 Acre Feet Per Annum.

9. Non-irrigation uses:  
NONE

10. Place of Use:

| Township | Range | Section | 1/4 of | 1/4 | Lot | Use           | Acres |
|----------|-------|---------|--------|-----|-----|---------------|-------|
| 02N      | 02W   | 1       | SW     | SW  |     | IRR           | 29.0  |
|          |       |         |        |     |     | Section Acres | 29.0  |
|          |       | 12      | NE     | NW  |     | IRR           | 10.0  |
|          |       |         | NW     | NW  |     | IRR           | 16.0  |
|          |       |         |        |     |     | Section Acres | 26.0  |
|          |       |         |        |     |     | Total Acres   | 55.0  |

11. Place of use in counties: CANYON

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:  
NONE

14. Remarks:

15. Basis of Claim: LICENSE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do \_\_\_\_\_ do not ☒ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: \_\_\_\_\_

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Lynn Krajcik Date: 2-15-90  
\_\_\_\_\_  
Date: \_\_\_\_\_

State of Idaho )  
County of Canyon ) SS.

Subscribed and sworn (or affirmed) before me this 15 day

of Feb 19 90

John Del Corral  
Notary Public

Seal

Residing at Boise Id

My Commission Expires 4/2/94

3973 Bell Court  
Nampa ID 83686  
3/4/08

District Court of 5th Judicial District  
State of Idaho  
Clerk of District Court  
Snake River Basin Adjudication  
253 Third Avenue North  
PO Box 2707  
Twin Falls, ID 83303-2707  
Dear Sirs:

Please withdraw our objection # 63-32315

As we have settled our concern.

Respectfully yours,

Anne C. Clarkson, President  
Mansfield Park Homeowners Association Inc

To be mailed by claimant when she receives  
notification of ownership split.

SWSW

SESW

NWNW

NENW

Shaped including  
2.03A z. 10 Acres  
in NENW

Licensed for  
10 acres in  
NENW

SWNW

SENW

SW/SW

SE/SW

NWNW

NENW

SW/NW

SE/NW

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA )

Case No. 39576 )

A.

Subcase 43- 32315  
(insert water right number)

STANDARD FORM 1  
OBJECTION

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name:

Mansfield Park Homeowners Association, Inc  
C/o Anne C. Clarkson

Address:

3973 Bell Court  
Nampa ID 83686

Daytime Phone: 208-468-8715

Name & Address of Attorney, if any:

C. CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name:

Mansfield Park Homeowners Association, Inc.  
C/o Anne C. Clarkson

Address:

3973 Bell Court  
Nampa, ID 83686

D. I object to the following elements as recommended in the Director's Report. (Please check the appropriate box(es)).

1. ☐ **Name and Address**  
Should be: \_\_\_\_\_
2. ☐ **Source**  
Should be: \_\_\_\_\_
3. ☒ **Quantity**  
Should be: see attached letter
4. ☐ **Priority Date**  
Should be: \_\_\_\_\_
5. ☐ **Point of Diversion**  
Should be: \_\_\_\_\_
6. ☐ **Instream Flow Beginning and Ending Point**  
Should be: \_\_\_\_\_
7. ☐ **Purpose(s) of Use**  
Should be: \_\_\_\_\_
8. ☐ **Period of Year**  
Should be: \_\_\_\_\_
9. ☒ **Place of Use**  
Should be: see attached letter
10. ☐ **I object because:**
  - ☐ This water right Should not exist.
  - ☐ This water right was not recommended, but Should be recommended with the elements described above.

E. **REASONS SUPPORTING OBJECTIONS(S):** see attached letter

**Mansfield Park Subdivision Home Owners Association**

3973 Bell Court, Nampa, Idaho 83686

Home: 208-468-8715, Cell: 208-371-4225, email: raand29@hotmail.com

6/19/07

Clerk of the District Court  
Snake River Basin Adjudication  
253 Third Avenue North  
PO Box 2707  
Twin Falls, ID 83303-2707

To Whom It May Concern:

I am writing to file an objection to the proposed Water Rights in Reporting Area 13, Basin 63 Snake River Basin Adjudication (SRBAA) Subcase #63-32315. Mr. Lynn Krajnik signed over his water rights #63-08944 to Mansfield Park Subdivision Homeowners Association. Mansfield Park Subdivision has two parts Mansfield I and Mansfield II. The irrigation well Mr. Krajnik originally owned providing irrigation water for Mansfield I and II is located in Mansfield II on land now owned by Brian Cooper. Mansfield Park Subdivision HOA is responsible for the pressurized irrigation provided from a pump installed on the well, which will irrigate the eight lots in Mansfield I and the four lots in Mansfield II providing there are enough water rights.

Currently the association is assigned water rights for only 7.2 acres for Mansfield I outline in the attached proposal. Mansfield II has not been assigned any water rights in the proposal. We are requesting a reevaluation of proposal as Mr. Kravnik originally had water rights for 55 acres. We feel Mansfield I should have at least 9 acres of water rights and the water rights of Mansfield II should be assessed as they will be on 11.4 acres of land. I met with Sandy Egbert from Idaho Department of Water Resources, who made the initial proposal recommendation and discussed with her reevaluating the allocations so more water rights could be made available, she was agreeable to increasing the water rights. Please reevaluate this assignment and increase the water rights allocation.

Respectfully yours,



Anne C. Clarkson, President

CC: IDWR Document Depository  
United States Department of Justice, Env. & Nat's Resources Div  
Chief, Natural Resources Division, Office of Attorney General

F.

VERIFICATION (must be completed)

State of CALIFORNIA )  
 )ss.  
County of LOS ANGELES )

ANNE C. CLACKSON, duly sworn, upon oath, deposes and says:  
(Name of person filing objection)

That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

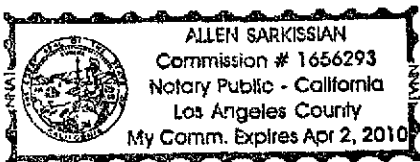
ANNE C. CLACKSON  
(Signature of person filing objection)

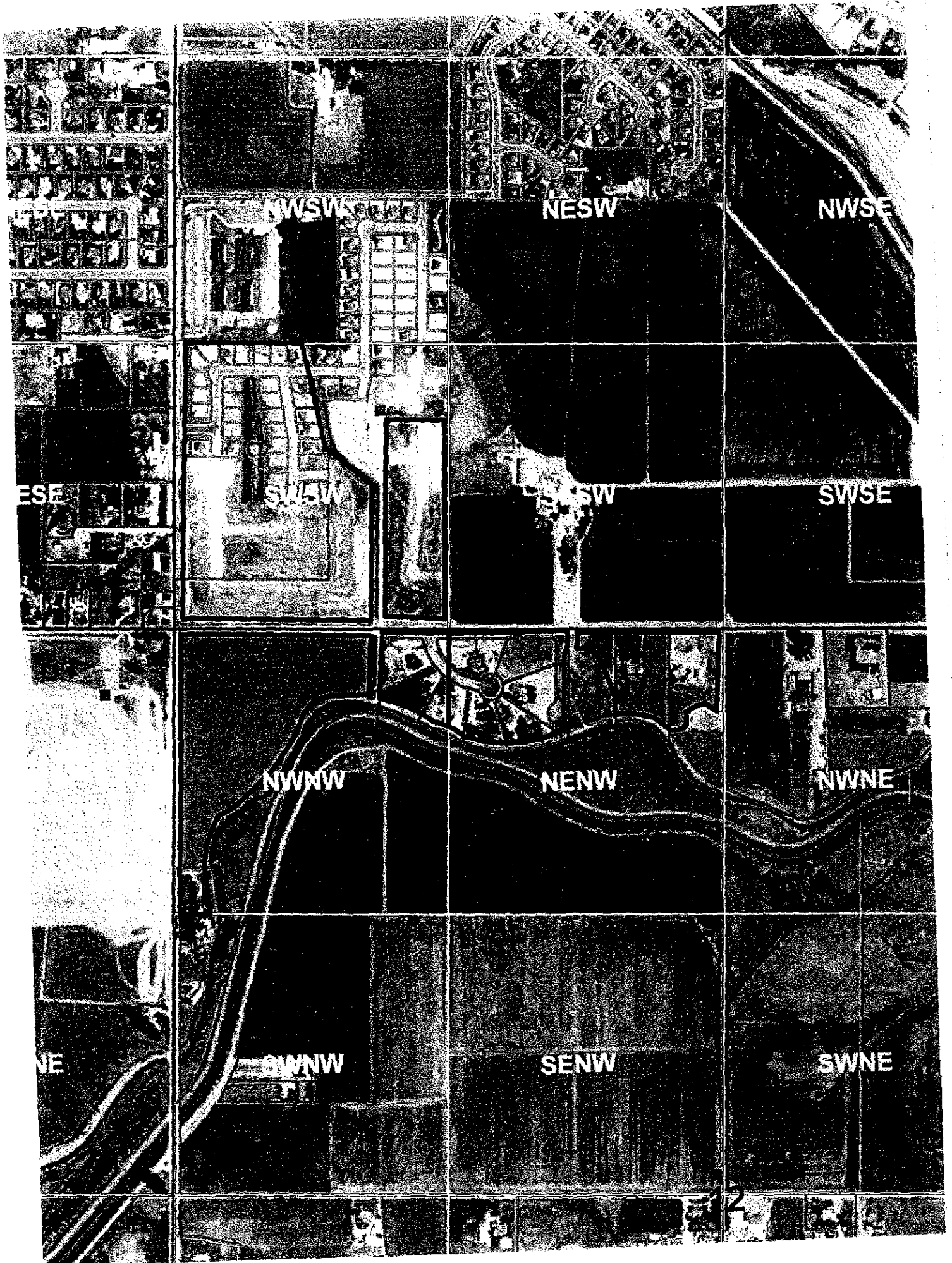
\_\_\_\_\_  
(Attorney signing in representative capacity)

Subscribed and sworn to before me on:

19<sup>TH</sup> DAY OF JUNE, 2007

ALLEN SARKISSIAN  
Notary Public for STATE OF CALIFORNIA  
Residing at: 530 S. LAKE AVE PASADENA,  
My Commission Expires: APR 2, 2010





## INSTRUCTIONS FOR MAILING

You must mail the objection, to the Clerk of the court. **FAX filings will not be accepted.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

### G. CERTIFICATE OF MAILING

I certify that on June 19th, 2007, I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original to:

Clerk of the District court  
Snake River Basin Adjudication  
253 Third Avenue North  
PO Box 2707  
Twin Falls, ID 83303-2707

2. One copy to the claimant of the water right at the following address:

*Menapah Park Subdivision HOA*  
Name: ANNE C. CLARKSON President  
Address: 3973 Bell Court  
Nampa, ID 83686

3. Copies to:

IDWR Document Depository  
PO Box 83720  
Boise, ID 83720-0098

United States Department of Justice  
Environment & Nat'l Resources Div  
550 W Fort Street, MSC 033  
Boise, ID 83724

Chief, Natural Resources Division  
Office of Attorney General  
PO Box 44449  
Boise, ID 83711-4449

  
Signature of objector or attorney  
mailing on Objector's behalf



## State of Idaho

# DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

JAMES E. RISCH  
Governor

KARL J. DREHER  
Director

December 21, 2006

RE: Water Rights in Reporting Area 13, Basin 63  
Snake River Basin Adjudication (SRBA)

Dear Water Right Claimant(s):

Please find enclosed the Idaho Department of Water Resources recommendations for your water right claim(s) in Basin 63, the Boise River drainage, that have been reported to the SRBA Court. We have also enclosed instructions for reviewing (1) your recommended water right(s), and (2) other recommended water right claims in your area. Water rights for all domestic and/or stockwater rights and those from ground water within the same area were recommended separately in earlier reports, and most of those have been decreed by the SRBA Court. Some water rights for irrigation in this basin were reported September 30, 2002, and December 16, 2005.

Note that you have until June 20, 2007, in which to review the recommendations for your water rights or those of other claimants and to file any objection to our recommendations. Information on the other water rights can be found at the county courthouses in Boise, Caldwell, Fairfield, Idaho City, Mountain Home, and at all the Idaho Department of Water Resources offices (see addresses in enclosures).

If the SRBA Court does not receive an objection to our recommendation from you and no other party objects to the recommendation for your water right, your water right will be decreed later in the year as recommended. You will receive your decree from the SRBA Court.

Completion of the SRBA is important for the future of water management in Idaho. We invite you to contact our regional offices with any questions you have about your water right(s) or this adjudication process. You may also call the adjudication staff in my office at 1-800-451-4129 who can also respond to your questions.

Sincerely,

Karl J. Dreher  
Director

Enclosures

12/14/2006

IDAHO DEPARTMENT OF WATER RESOURCES  
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-32315

NAME AND ADDRESS: MANSFIELD PARK HOMEOWNERS ASSOCIATION, INC.  
C/O ANNE C. CLARKSON  
3973 S. BELL CT  
Nampa ID 83686

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.100 CFS  
32.40 APY

PRIORITY DATE: 10/05/1977

POINT OF  
DIVERSION: T02N R02W S12 NWENW Within CANYON County

PURPOSE AND  
PERIOD OF USE:

| <u>PURPOSE OF USE</u> | <u>PERIOD OF USE</u> | <u>QUANTITY</u>        |
|-----------------------|----------------------|------------------------|
| IRRIGATION            | 03/15 11/15          | 0.100 CFS<br>32.40 APY |

The use of water for irrigation under this right may begin as early as March 1, provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION in CANYON County

|               |      |      |               |      |      |
|---------------|------|------|---------------|------|------|
| T02N R02W S12 | NENW | 4.90 | T02N R02W S12 | NWNW | 2.30 |
|---------------|------|------|---------------|------|------|

7.2 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

This right is a split from former right 63-8944 .

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS  
IN RE THE GENERAL ADJUDICATION  
OF RIGHTS TO THE USE OF WATER FROM  
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number: 63-30978

RESERVED UNDER FEDERAL LAW

1. Name of Claimant: UNITED STATES OF AMERICA on behalf of the U.S.D.A. Forest Service  
Address: 550 W. Fort Street MSC033  
Boise ID 83724
2. Date of Priority: 11/06/1906
3. Source of water: GROUNDWATER Tributary: DEPARTMENT OF WATER RESOURCES
4. Location Meridian BOISE  
Description of Diversion Works: Wells From: Groundwater  
Location of Point of Diversion  
T: 01 N R 09 E S: 2 SESW  
Location of Place of Use  
T: 01 N R 09 E S: 2 SESW
5. Quantity claimed: Period Quantity For  
1/ 01 - 12/ 31 0.04 CFS Administrative
6. Total Consumptive Use Claimed for Present and Future Use is:  
0.04 CFS
7. Present and future uses to which the water is or will be used:  
Administrative
8. Remarks:  
State Basin: 63  
National Forest: Boise  
Forest Service Record ID: 4 2 17050113 7 0 0011  
Lester Creek Guard Station

I verify to the best of my knowledge the statements contained in this document are true and correct.

Steven M. Spencer  
STEVEN M. SPENCER  
Consumptive Use Water Specialist

Subscribed and sworn to before me on:

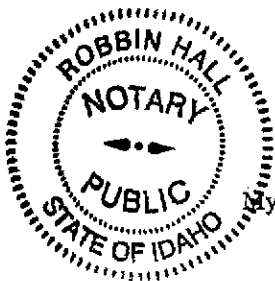
April 18, 2006  
Robbin Hall  
Notary Republic

Residing at:

Twin Falls, ID

My Commission Expires:

October 4, 2007



SCANNED

APR 20 2006

63-30978

Page: 1

RECEIVED

AUG 10 2004

DEPARTMENT OF  
WATER RESOURCES

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS  
IN RE THE GENERAL ADJUDICATION  
OF RIGHTS TO THE USE OF WATER FROM  
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number: 63-31973

RESERVED UNDER FEDERAL LAW

1. Name of Claimant: UNITED STATES OF AMERICA on behalf of the U.S.D.A. Forest Service

Address: 550 W. Fort Street MSC033

Boise

ID 83724

2. Date of Priority: 05/29/1905

3. Source of water: Groundwater

Tributary:

4. Location Meridian BOISE

Description of Diversion Works: Wells

From: Well

Location of Point of Diversion

T: 03 N R 13 E S: 2 SESE

Location of Place of Use

T: 03 N R 13 E S: 2 SESE

ac: 0

T: 03

N R 13

E S: 2

NESE

ac: 0

5. Quantity claimed:

Period

Quantity

For

1 / 01 -- 12 / 31

0.04 CFS

Administrative

6. Total Consumptive Use Claimed for Present and Future Use is:

0.04 CFS

7. Present and future uses to which the water is or will be used:

Administrative

8. Remarks:

State Basin: 63

National Forest: Sawtooth

Forest Service Record ID: 4 14 17050113 38 0049

Big Smoky Guard Station

I verify to the best of my knowledge the statements contained in this document are true and correct.

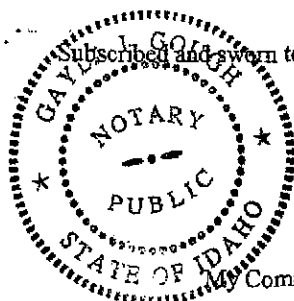
*Steven M. Spencer*

STEVEN M. SPENCER

Consumptive Use Water Specialist

Subscribed and sworn to before me on:

*Aug 10, 2004*



Notary Republic

Residing at:

*Kuna, IDAHO*

My Commission Expires:

*11-17-2004*

SCANNED

AUG 11 2004

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS  
IN RE THE GENERAL ADJUDICATION  
OF RIGHTS TO THE USE OF WATER FROM  
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number: 63-32576

RESERVED UNDER FEDERAL LAW

1. Name of Claimant: UNITED STATES OF AMERICA on behalf of the U.S.D.A. Forest Service  
Address: 550 W. Fort Street MSC033  
Boise ID 83724
2. Date of Priority: 05/29/1905
3. Source of water: SPRING Tributary: RANGER CREEK
4. Location Meridian BOISE  
Description of Diversion Works: Other From: Spring  
Location of Point of Diversion  
T: 04 N R: 05 E S: 35 SWSW  
Location of Place of Use  
T: 04 N R: 05 E S: 35 NESW ac: 0
5. Quantity claimed: Period Quantity For  
1 / 01 -- 12 / 31 0.02 CFS Administrative
6. Total Consumptive Use Claimed for Present and Future Use is:  
0.02 CFS
7. Present and future uses to which the water is or will be used:  
Administrative
8. Remarks:  
State Basin: 63  
National Forest: Boise  
Forest Service Record ID: 4 2 17050112 36  
Cottonwood Guard Station

I verify to the best of my knowledge the statements contained in this document are true and correct.

Steven M. Spencer  
STEVEN M. SPENCER  
Consumptive Use Water Specialist

DEC 12 2006

Subscribed and sworn to before me on:

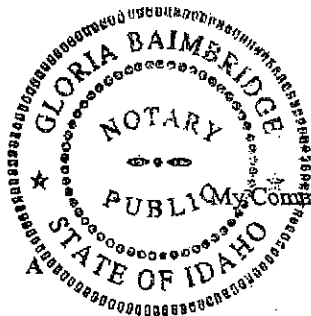
Gloria Baimbridge  
Notary Republic

Residing at:

Boise, Idaho

Commission Expires:

OCT 17 2008



IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS  
IN RE THE GENERAL ADJUDICATION  
OF RIGHTS TO THE USE OF WATER FROM  
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number: 63-32577

RESERVED UNDER FEDERAL LAW

1. Name of Claimant: UNITED STATES OF AMERICA on behalf of the U.S.D.A. Forest Service  
Address: 550 W. Fort Street MSC033  
Boise ID 83724
2. Date of Priority: 05/29/1905
3. Source of water: RANGER CREEK Tributary: COTTONWOOD CREEK
4. Location Meridian BOISE  
Description of Diversion Works: Combo From: Stream  
Location of Point of Diversion  
T: 04 N R: 05 E S: 35 SWSW  
Location of Place of Use  
T: 04 N R: 05 E S: 35 NESW ac: 0  
5. Quantity claimed: Period Quantity For  
1/ 01 -- 12/ 31 0.10 CFS Administrative  
6. Total Consumptive Use Claimed for Present and Future Use is:  
0.10 CFS  
7. Present and future uses to which the water is or will be used:  
Administrative  
8. Remarks:  
State Basin: 63  
National Forest: Boise  
Forest Service Record ID: 4 2 17050112 36  
Cottonwood Guard Station

I verify to the best of my knowledge the statements contained in this document are true and correct.

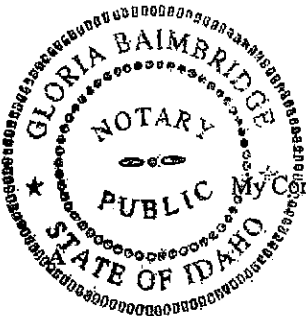
Steven M. Spencer  
STEVEN M. SPENCER  
Consumptive Use Water Specialist  
DEC 12 2006

Subscribed and sworn to before me on:

Gloria Baimbridge  
Notary Republic

Residing at: Boise, Idaho

My Commission Expires: OCT 17 2008



IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS  
IN RE THE GENERAL ADJUDICATION  
OF RIGHTS TO THE USE OF WATER FROM  
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number: 63-32578

RESERVED UNDER FEDERAL LAW

1. Name of Claimant: UNITED STATES OF AMERICA on behalf of the U.S.D.A. Forest Service  
Address: 550 W. Fort Street MSC033  
Boise ID 83724
2. Date of Priority: 05/29/1905
3. Source of water: COTTONWOOD CREEK Tributary: MIDDLE FORK BOISE RIVER
4. Location Meridian BOISE  
Description of Diversion Works: Other From: Stream  
Location of Point of Diversion  
T: 04 N R: 05 E S: 35 NWNW  
Location of Place of Use  
T: 04 N R: 05 E S: 35 NWNW ac: 0 T: 04 N R: 05 E S: 35 NENW ac: 0  
T: 04 N R: 05 E S: 35 SENW ac: 0 T: 04 N R: 05 E S: 35 NESW ac: 0
5. Quantity claimed: Period Quantity For  
1/ 01 -- 12/ 31 0.22 CFS Administrative
6. Total Consumptive Use Claimed for Present and Future Use is:  
0.22 CFS
7. Present and future uses to which the water is or will be used:  
Administrative
8. Remarks:  
State Basin: 63  
National Forest: Boise  
Forest Service Record ID: 4 2 17050112 36 0001  
Cottonwood Guard Station

I verify to the best of my knowledge the statements contained in this document are true and correct.

Steven M. Spencer  
STEVEN M. SPENCER  
Consumptive Use Water Specialist

Subscribed and sworn to before me on:

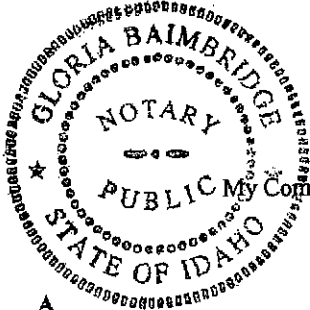
DEC 12 2006

Gloria Baimbridge  
Notary Republic

Residing at:

Boise, Idaho

OCT 17 2008



My Commission Expires:

63-32578

Page: 1

SCANNED

09/29/2006

NOTICE OF ERROR  
REPLY

RECEIVED

NOV 02 2006

Please type or print clearly, fill out this form completely and mail.

WATER RESOURCES  
WESTERN REGION

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: October 31, 2006

Water right number: 63-32315

MANSFIELD PARK HOMEOWNERS ASSOCIATION, INC.  
C/O ANNE C. CLARKSON  
3973 S. BELL CT  
NAMPA ID 83686

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):
2. Describe the changes you wish to make in the proposed recommendation:
3. Give a brief explanation as to why you disagree with these portions:

X I AGREE with this proposed recommendation: no changes need to be made.

DATE: 10/30/06 SIGNATURE: Anne C Clarkson  
Please print your name: ANNE C. CLARKSON

IDWR Regional Office, 2735 Airport Wy, Boise, ID 83705, 2083342190

05/23/2006

IDAHO DEPARTMENT OF WATER RESOURCES  
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-32315

NAME AND ADDRESS: MANSFIELD PARK HOMEOWNERS ASSOCIATION, INC.  
C/O ANNE C. CLARKSON  
3973 S. BELL CT  
NAMPA ID 83686

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.100 CFS  
32.400 AFY

PRIORITY DATE: 10/05/1977

POINT OF DIVERSION:

T02N R02W S12 NWNENW Within CANYON County

PURPOSE AND  
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/15 11/15

0.100 CFS

32.40 AFY

The use of water for irrigation under this right may begin as early as March 1, provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION Within CANYON County

T02N R02W S12

NENW

4.90

T02N R02W S12

NWNW

2.30

7.2 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

This right is a split from former right 63-8944 .



# Idaho Department of Water Resources

## 63-32315

### T02N R02W S12



- ⊙ Point of Diversion
- ▭ Place of Use
- ▭ Sections
- ▭ Quarter Quarter

Total irrigated  
acres = 7.2



500 0 500 Feet

IDWR

Prepared by: Sandy Egbert

Date: May 23, 2006

1987 NAAP Photography

## IDAHO DEPARTMENT OF WATER RESOURCES

## Adjudication Recommendation Report 63-32315 V1

WATER RIGHT NUMBER: 63-32315 V1

| <u>Owner Type</u> | <u>Name and Address</u>                                                                                   |
|-------------------|-----------------------------------------------------------------------------------------------------------|
| Original Owner    | MILDRED KRAJNIK<br>RT 3 BOX 3820<br>NAMPA, ID 83651<br>(208)466-1428                                      |
| Original Owner    | LYNN KRAJNIK<br>RT 3 BOX 3820<br>NAMPA, ID 83651                                                          |
| Current Owner     | MANSFIELD PARK HOMEOWNERS ASSOCIATION, INC.<br>C/O ANNE C. CLARKSON<br>3973 S. BELL CT<br>NAMPA, ID 83686 |

Priority Date: 10/05/1977

Basis: License

Status: Active

| <u>Source</u> | <u>Tributary</u> |
|---------------|------------------|
| GROUND WATER  |                  |

| <u>Beneficial Use</u> | <u>From</u> <u>To</u>   | <u>Diversion Rate</u> | <u>Annual Volume</u> |
|-----------------------|-------------------------|-----------------------|----------------------|
| IRRIGATION            | 03/15 to 11/15          | 0.100 CFS             | 32.40 AF             |
|                       | <u>Total Diversion:</u> | 0.100 CFS             | 32.40 AF             |

Location of Point(s) of Diversion

|               |                 |                                 |
|---------------|-----------------|---------------------------------|
| GROUND WATER  | NW1/4NE1/4NW1/4 | Sec. 12, Twp 02N, Rge 02W, B.M. |
| CANYON County |                 |                                 |

Place of Use

IRRIGATION

| Twp | Rge | Sec | NE |    |    |    | NW  |     |    |    | SW |    |    |    | SE |    |    |    | Totals |
|-----|-----|-----|----|----|----|----|-----|-----|----|----|----|----|----|----|----|----|----|----|--------|
|     |     |     | NE | NW | SW | SE | NE  | NW  | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE |        |
| 02N | 02W | 12  |    |    |    |    | 4.9 | 2.3 |    |    |    |    |    |    |    |    |    |    | 7.2    |

Total Acres: 7.2

Conditions of Approval:

1. This right is a split from former right 63-8944 .
2. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

## IDAHO DEPARTMENT OF WATER RESOURCES

## Adjudication Recommendation Report 63-32315 V1

3. S39 The use of water for irrigation under this right may begin as early as March 1, provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

Remarks:Comments:Dates and Other Information:

Decreed Date:  
 Enlargement Use Priority Date:  
 Enlargement Statute Priority Date:  
 Defendant:  
 Plaintiff:  
 Civil Case Number:  
 Judicial District:  
 Notice of Error Flag:  
 State or Federal: S  
 Owner Name Connector: AND  
 Water District Number:  
 Generic Max Rate Per Acre:  
 Generic Max Volume Per Acre:  
 Swan Falls Trust or Nontrust:  
 Swan Falls Dismissed:  
 DLE Act Number:  
 Carey Act Number:  
 Mitigation Plan: False

Combined Use Limits:Element Reviewed/Verified Dates:

| <u>Element</u> | <u>Last Reviewed Date</u> | <u>Reviewer</u> | <u>Last Verified Date</u> | <u>Verifier</u> | <u>Status</u> |
|----------------|---------------------------|-----------------|---------------------------|-----------------|---------------|
| Priority Date  | 5/23/2006 10:49:44 AM     | segbert         |                           |                 | Active        |
| POD            | 5/23/2006 10:50:05 AM     | segbert         |                           |                 | Active        |
| Source         | 5/23/2006 10:50:41 AM     | segbert         |                           |                 | Active        |
| POU            | 5/23/2006 10:50:59 AM     | segbert         |                           |                 | Active        |
| Use            | 5/23/2006 10:52:18 AM     | segbert         |                           |                 | Active        |
| Season         | 5/23/2006 10:52:42 AM     | segbert         |                           |                 | Active        |
| Quantity       | 5/23/2006 10:53:09 AM     | segbert         |                           |                 | Active        |
| Summary        |                           |                 | 05/23/2006                | segbert         | Active        |

Verification Log:

| <u>Element</u> | <u>Date Time Stamp</u> | <u>Reviewer</u> | <u>Log text</u>                                                                                                                                                                                                                                                             |
|----------------|------------------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Use            | 5/23/2006 10:52:18 AM  | segbert         | (Yes) 1. Is the basis of this claim a Decree or License?<br>(Yes) 4. Does the Decree or License have a Purpose of Use?<br>(Yes) 5. Can the claimed Purpose of Use be verified using the water right file?<br>(No) 13. Is a Purpose of Use remark and/or condition required? |

## IDAHO DEPARTMENT OF WATER RESOURCES

## Adjudication Recommendation Report 63-32315 V1

|          |                       |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------|-----------------------|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Season   | 5/23/2006 10:52:43 AM | segbert | <p>(Yes) 1. Is the basis of claim Decree or License?</p> <p>(Yes) 4. Does the Decree or License have a Period of Use?</p> <p>(Yes) 5. Can the claimed Period of Use be verified using the water right file?</p> <p>(Yes) 14. Is irrigation claimed as a Purpose of Use?</p> <p>(Yes) 16. Is the Period of Use on the decree, license or transfer shorter on either the start date or end date than allowable under current IDWR standards?</p> <p>(No) 17. Was the Period of Use shortened by a Transfer to a standard Period of Use that is shorter than the current standard Period of Use?</p> <p>(Yes) 18. Is a Period of Use remark and/or condition required?</p>               |
| Quantity | 5/23/2006 10:53:09 AM | segbert | <p>(Yes) 1. Is the basis of this claim a Decree or License?</p> <p>(Yes) 4. Does the Decree or License have a diversion rate and/or volume?</p> <p>(Yes) 5. Can the claimed diversion rate and/or volume be verified using the water right file?</p> <p>(Yes) 8. Does the parent right have an annual diversion volume limit?</p> <p>(Yes) 10. Is a irrigation a purpose of use?</p> <p>(No) 12. Is a Quantity remark or condition required?</p> <p>Description for Question 10 - as licensed</p>                                                                                                                                                                                     |
| Summary  | 5/23/2006 10:55:13 AM | segbert | <p>(Yes) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice?</p> <p>(No) 2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture?</p> <p>(No) 5. Does this right have any combined use limits with other rights?</p> <p>(Yes) 6. Is an additional remark and/or condition required?</p> <p>(Yes) 7. Would you like to view the recommended right?</p> <p>(No) 8. Is this a split or combined right?</p> <p>(No) 9. Do you have documents you would like to attach or link to the file?</p> <p>(Yes) 10. Would you like to set the verification date?</p> |
| POU      | 5/23/2006 10:51:20 AM | segbert | Updated shape for Active POU                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| General  | 5/23/2006 10:49:44 AM | segbert | <p>(No) 1. Should this water use have been included in a later court decree of the water rights from this source?</p> <p>(Yes) 4. Is the basis of claim decree or license?</p> <p>(Yes) 5. Does the decree or license have a Priority Date?</p> <p>(Yes) 6. Did the Claimant claim the decreed or licensed Priority Date ?</p> <p>(Yes) 15. Is the basis of claim coded correctly?</p> <p>(No) 16. Is a Priority Date remark and/or condition required?</p>                                                                                                                                                                                                                           |

## IDAHO DEPARTMENT OF WATER RESOURCES

## Adjudication Recommendation Report 63-32315 V1

|        |                       |         |                                                                                                                                                                                                                                                                              |
|--------|-----------------------|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| POD    | 5/23/2006 10:50:06 AM | segbert | (Yes) 1. Is the basis of this claim a Decree or License?<br>(Yes) 4. Does the Decree or License have a POD?<br>(Yes) 5. Can the claimed POD be verified using the water right file?<br>(No) 10. Is a POD remark and/or condition required?                                   |
| Source | 5/23/2006 10:50:41 AM | segbert | (Yes) 1. Is the basis of claim Decree or License?<br>(Yes) 4. Does the Decree or License have a source?<br>(Yes) 5. Can the claimed source be verified using the water right file?<br>(No) 11. Is a Source remark and/or condition required?                                 |
| POU    | 5/23/2006 10:50:59 AM | segbert | (Yes) 1. Is the basis of this claim a Decree or License?<br>(Yes) 2a. Is the POU required?<br>(Yes) 5. Does the Decree or License have a POU?<br>(Yes) 6. Can the claimed POU be verified using the water right file?<br>(No) 14. Is a POU remark and/or condition required? |
| POD    | 5/23/2006 10:50:24 AM | segbert | Updated shape                                                                                                                                                                                                                                                                |

Water Supply Bank:

## IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-32315

WATER RIGHT NUMBER: 63-32315

| <u>Owner Type</u> | <u>Name and Address</u>                                                                                   |
|-------------------|-----------------------------------------------------------------------------------------------------------|
| Original Owner    | MILDRED KRAJNIK<br>RT 3 BOX 3820<br>NAMPA, ID 83651<br>(208)466-1428                                      |
| Original Owner    | LYNN KRAJNIK<br>RT 3 BOX 3820<br>NAMPA, ID 83651                                                          |
| Current Owner     | MANSFIELD PARK HOMEOWNERS ASSOCIATION, INC.<br>C/O ANNE C. CLARKSON<br>3973 S. BELL CT<br>NAMPA, ID 83686 |

Priority Date: 10/05/1977 ✓

Basis: License ✓

Status: Active ✓

| <u>Source</u>  | <u>Tributary</u> |
|----------------|------------------|
| GROUND WATER ✓ |                  |

| <u>Beneficial Use</u> | <u>From</u> <u>To</u> | <u>Diversion Rate</u>               | <u>Annual Volume</u> |
|-----------------------|-----------------------|-------------------------------------|----------------------|
| IRRIGATION ✓          | 03/15 to 11/15 ✓      | 0.100 CFS ✓                         | 32.40 AF ✓           |
|                       | 3-1                   | <u>Total Diversion:</u> 0.100 CFS ✓ | 32.40 AF ✓           |

Location of Point(s) of Diversion

|               |                   |            |                        |
|---------------|-------------------|------------|------------------------|
| GROUND WATER  | NW1/4NE1/4NW1/4 ✓ | Sec. 12, ✓ | Twp 02N, Rge 02W, B.M. |
| CANYON County |                   |            |                        |

Place of Use

IRRIGATION

| Twp | Rge | Sec | NE |    |    |    | NW    |       |    |    | SW |    |    |    | SE |    |    |    | Totals |
|-----|-----|-----|----|----|----|----|-------|-------|----|----|----|----|----|----|----|----|----|----|--------|
|     |     |     | NE | NW | SW | SE | NE    | NW    | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE |        |
| 02N | 02W | 12  |    |    |    |    | 4.9 ✓ | 2.3 ✓ |    |    |    |    |    |    |    |    |    |    | 7.2 ✓  |

Total Acres: 7.2 ✓

Conditions of Approval:

1. R32 This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for irrigation of the lands above.
2. This right is a split from former right 63-8944 .

Remarks:

State of Idaho  
Department of Water Resources

**WATER RIGHT LICENSE**

WATER RIGHT NO. **63-08944**

Priority: October 5, 1977 Amount: 0.76 CFS 247.5 AFA

This is to certify, that LYNN KRAJNIK  
RT. 3 BOX 3820  
NAMPA, ID 83651

has complied with the terms and conditions  
of the permit issued pursuant to Application for Permit dated June 7, 1977, and  
has submitted proof to the Department of Water Resources on October 19, 1983, that  
water has been applied to a beneficial use; an examination by the Department indicates  
that the works have a diversion capacity of .760 cfs of water from a **GROUNDWATER**  
source and that a water right has been established as follows:

| <u>BENEFICIAL USE</u> | <u>PERIOD OF USE</u> | <u>RATE OF DIVERSION</u> | <u>VOLUME</u> |
|-----------------------|----------------------|--------------------------|---------------|
| IRRIGATION            | 03/15 to 11/15       | 0.76 CFS                 | 247.5 AFA     |

LOCATION OF POINT OF DIVERSION(S): NENW , Sec. 12, Township 02N, Range 02W  
CANYON County

PLACE OF USE: IRRIGATION

| <u>TWN</u> | <u>RGE</u> | <u>SEC</u> | <u>ACRES</u> | <u>ACRES</u> | <u>ACRES</u> | <u>TOTAL</u> |
|------------|------------|------------|--------------|--------------|--------------|--------------|
| 02N        | 02W        | 1          | SWSW 29      |              |              | 29           |
|            |            | 12         | NENW 10      | NWNW 16      |              | 26           |

Total number of acres irrigated: 55

CONDITIONS/REMARKS:

1. The right to the use of water hereby confirmed is limited to the amount which can actually be beneficially used and is restricted and appurtenant to the lands or place of use and to the purpose herein described, as provided by the laws of Idaho.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for the lands above.

**MICROFILMED**

MAR 16 1989

# WATER RIGHT LICENSE

WATER RIGHT NO. 63-08944

This license is issued pursuant to the provisions of Section 42-219, Idaho Code.  
Witness the seal and signature of the Director, affixed at Boise, this 9th  
day of MARCH, 1987.

Acting for the Director



MICROFILMED

MAR 16 1988

Identification No. \_\_\_\_\_

Application No. 63-8944

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
APPLICATION FOR PERMIT

APPROVED

To Appropriate the Public Waters of the State of Idaho  
(TYPE OR PRINT IN INK)

1. Name of applicant Lynn Krajnik Phone: 466-1428  
post office address Rt. 3 Box 3820, Nampa 83651
2. Source of water supply ground water which is a tributary of \_\_\_\_\_
3. a. Location of point of diversion is NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of Section 12 Township 2N  
Range 2W B.M. Canyon County; additional points of diversion if any: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
b. If water is not consumed, it will be discharged into \_\_\_\_\_ at a point in \_\_\_\_\_  $\frac{1}{4}$   
of \_\_\_\_\_  $\frac{1}{4}$  of Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ B.M. \_\_\_\_\_
4. Water will be used for the following purposes:  
Amount 1.6 cfs for irrigation purpose from Mar. 15 to Nov. 15 (both dates inclusive)  
(cfs or acre-feet per annum)  
Amount \_\_\_\_\_ for \_\_\_\_\_ purpose from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)  
(cfs or acre-feet per annum)  
Amount \_\_\_\_\_ for \_\_\_\_\_ purpose from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)  
(cfs or acre-feet per annum)
5. Total quantity to be appropriated:  
a. 1.6 cubic feet per second and/or  
b. \_\_\_\_\_ acre feet per annum.
6. Proposed diverting works:  
a. Description of ditches, flumes, pumps, headgates, etc. well and pump  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
b. Height of storage dam \_\_\_\_\_ feet, active reservoir capacity \_\_\_\_\_ acre feet; total reservoir  
capacity \_\_\_\_\_ acre feet, materials used in storage dam: \_\_\_\_\_  
Period of year during which storage will occur \_\_\_\_\_ to \_\_\_\_\_ inclusive.  
(Mo. Day) (Mo. Day)  
c. Proposed well diameter is 8 inches; proposed depth of well is 60 feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use  
is 1 years.  
b. Estimated construction cost is \$ 4000.00.
8. Description of proposed uses:  
a. If water is not for irrigation:  
(1) Give the place of use of water: \_\_\_\_\_  $\frac{1}{4}$  of \_\_\_\_\_  $\frac{1}{4}$  of Section \_\_\_\_\_ Township \_\_\_\_\_  
Range \_\_\_\_\_ B.M. \_\_\_\_\_  
(2) Amount of power to be generated: \_\_\_\_\_ hp under \_\_\_\_\_ feet of head.  
(3) List number of each kind of livestock to be watered \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(4) Name of municipality to be served \_\_\_\_\_, or number of families to be  
supplied with domestic water \_\_\_\_\_  
(5) If water is to be used for other purposes describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED

b. If water is for irrigation, indicate acreage in each subdivision in the tabulation below:

| TWP. | RANGE | SEC. | NE 1/4 |        |        |        | NW 1/4 |        |        |        | SW 1/4 |        |        |        | SE 1/4 |        |        |        | TOTALS |
|------|-------|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
|      |       |      | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 |        |
| 2N   | 2W    | 12   |        |        |        |        | 20     | 20     |        |        |        |        |        |        |        |        |        |        | 40     |
|      |       | 1    |        |        |        |        |        |        |        |        |        |        | 40     |        |        |        |        |        | 40     |
|      |       |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |       |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |       |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |       |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |       |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |       |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |       |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |       |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |       |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |

Total number of acres to be irrigated 80

c. Describe any other water rights used for the same purposes as described above.

Nampa - Meridian Irrigation Dist.

9. a. Who owns the property at the point of diversion

Applicant

b. Who owns the land to be irrigated or place of use

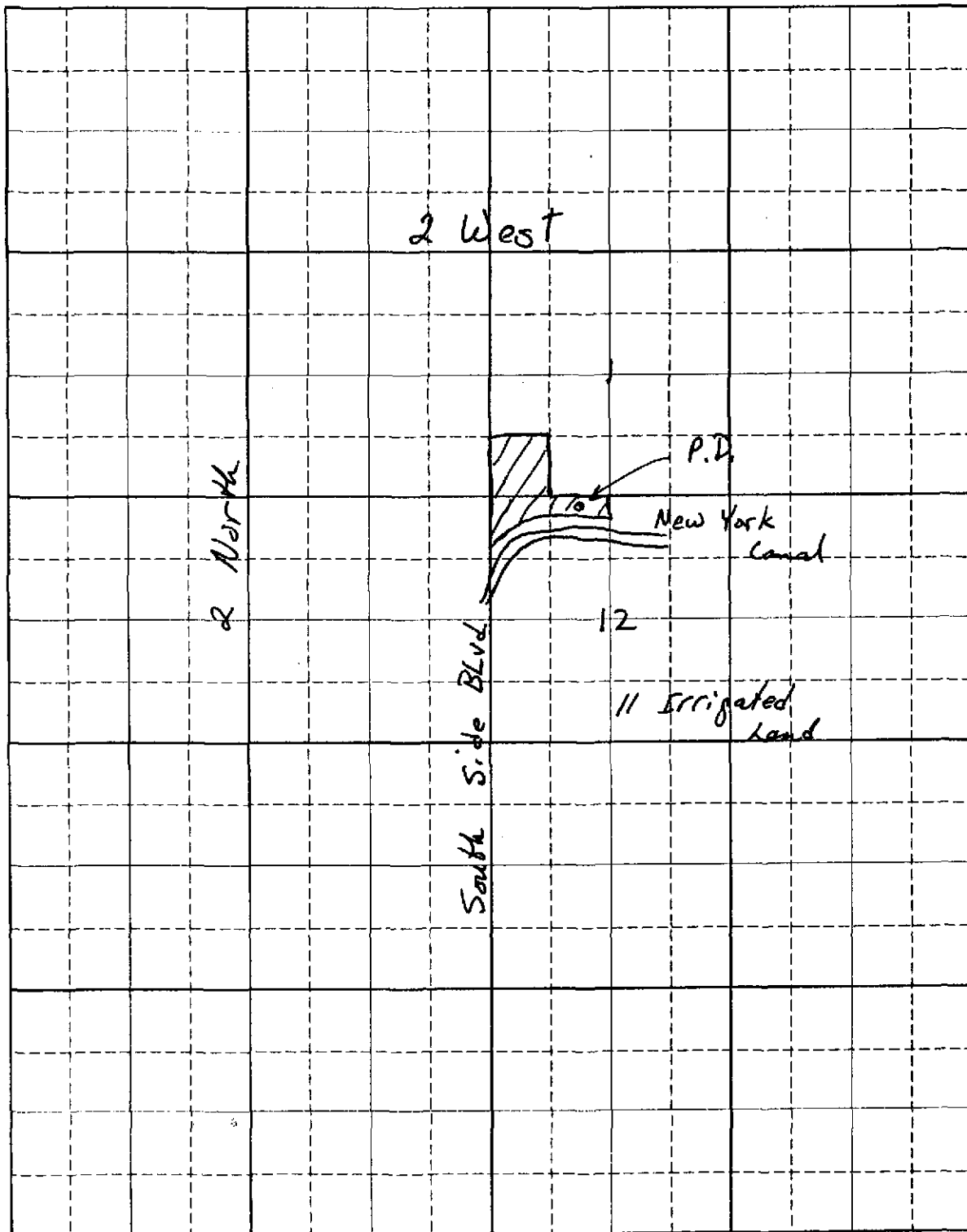
Applicant

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing

10. Remarks

This is supplemental to Nampa Meridian water.

11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Lynn Krajcik  
(Applicant)

Proper Priority 6/7/77

Received by WMM Date 6/7/77 Time 11:15  
Preliminary check by CLS Fee \$ 35.00  
Receipted by sf Date 6-7-77 # 8057  
Publication prepared by CS Date June 10, 1977  
Published in Idaho Free Press  
Publication dates June 16, 1977 & June 23, 1977  
Publication approved sf Date 6-28-77  
Priority reduced to \_\_\_\_\_ Reason \_\_\_\_\_

Protests filed by: \_\_\_\_\_

Copies of protests forwarded by \_\_\_\_\_

Hearing held by \_\_\_\_\_ Date \_\_\_\_\_

Recommended for approval denial by 1988

#### ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

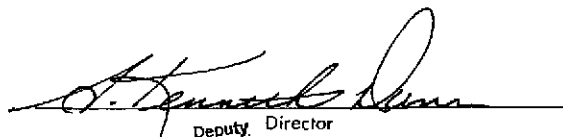
This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 63-8944, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before September 1, 19 78.
- c. Other: For licensing purposes a scientific measurement of the diversion rate of the system as it is normally operated shall be provided by either properly installing an approved type of measuring device or by having a professional engineer certify the rate of diversion to the Department prior to submitting proof of beneficial use of water.

The rate of diversion of water for irrigation under this permit and all other water rights on the same land shall not exceed 0.02 cubic feet per second for each acre of land.

Witness my hand this 22 day of August, 19 77.

  
Deputy Director

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
**BENEFICIAL USE FIELD REPORT**

MAR - 1 1989

**A. GENERAL INFORMATION**

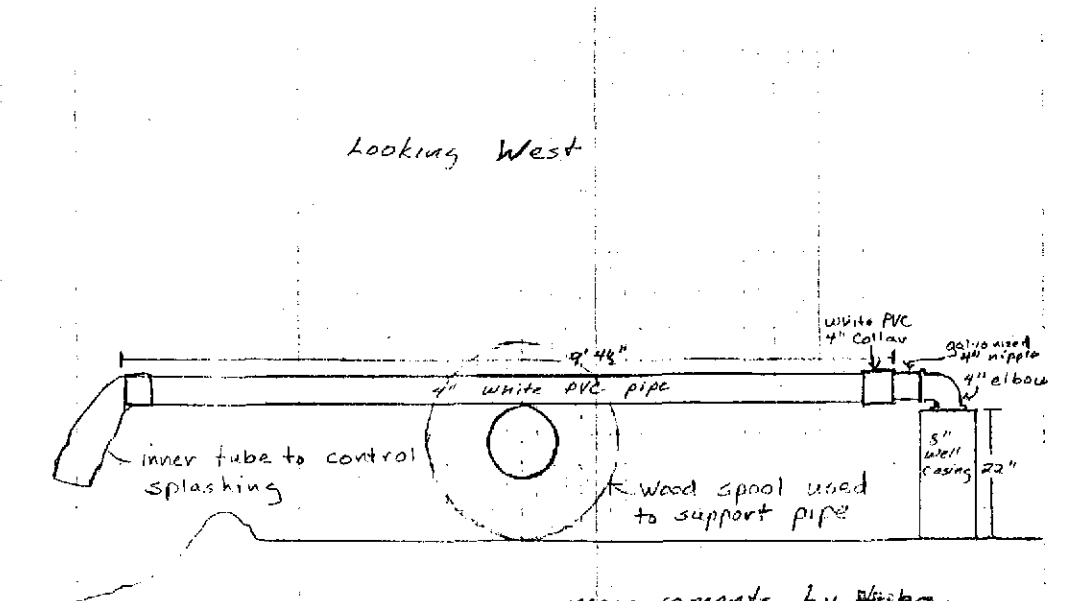
Permit No. 63-8944  
1. Owner: Lynn Krajnik Phone No. 466-1428  
Current Address: Rt 3 Box 3820, Nampa, ID 83651  
2. Accompanied by: Lynn Krajnik EXAM. DATE: 6-25-87  
Address: same as above Phone No. 466-1428  
Relationship to Permit Holder: owner  
3. Source: Groundwater tributary to \_\_\_\_\_

**B. OVERLAP REVIEW**

1. Other water rights with same place of use: 63-8480 used south of the canal - THE LHM IS NORTH OF CANAL. ☒ Copies Attached  
2. Other water rights with same point of diversion: None  
☒ Copies Attached ☐ Copies of Field Exam's Attached

**C. SYSTEM DESCRIPTION**

1. Diversion System Diagram: Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☒ Alternative diagram attached also



Scale: 1" = 2'

2. ☒ Copy of U.S.G.S. Quadrangle Attached Showing location(s) of point(s) of diversion and place(s) of use (required).  
☒ Aerial Photo Attached (required for irrigation of 10 acres or more).  
☒ Photo of Diversion and System Attached (required for all but single household domestic groundwater, and stockwater).

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MEASURED BY [signature]  
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System Description (continued)

3. Narrative: Description (As operated at time of measurement. Indicate pressure, number of inlets, etc.)

The system has an 8" well 60' deep. Only the top 20' is cased. A 5 H.P. submersible pump normally open discharges into a ditch. It can also be connected to 240' of 4" cased pipe to irrigate a high corner of the field. For the exam 2 sections of the 4" cased pipe were connected and the water was run into a neighbor's ditch as follows:

☒ See Remarks on page 4 for continuation

4.

| Well or Diversion Identification No.* | Motor Make | Hp | Motor Serial No. | Pump Make | Pump Serial No. or Discharge Size |
|---------------------------------------|------------|----|------------------|-----------|-----------------------------------|
|                                       | Red Jacket | 5  | CP6J02HC-D       | Sta-Rite  | 1A82                              |
|                                       |            |    |                  |           |                                   |
|                                       |            |    |                  |           |                                   |
|                                       |            |    |                  |           |                                   |

\*Code to correspond with No. on map and aerial photo

5. Point(s) of Diversion:

| Ident. No. | Gov't. Lot | 1/4 | 1/4 | 1/4   | Sec. | Twp. | Rge. | County | Method of Determination/Remarks |
|------------|------------|-----|-----|-------|------|------|------|--------|---------------------------------|
|            |            |     |     | NE NW | 12   | 2N   | 2W   | Conyon | Aerial photo                    |
|            |            |     |     |       |      |      |      |        |                                 |
|            |            |     |     |       |      |      |      |        |                                 |
|            |            |     |     |       |      |      |      |        |                                 |

6. Place(s) of Use:

Indicate Method of Determination *Aerial photo*

| Twp. | Rge. | Sec. | NE 1/4 |        |        |        | NW 1/4 |        |        |        | SW 1/4 |        |        |        | SE 1/4 |        |        |        | Totals |
|------|------|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
|      |      |      | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 |        |
| 2N   | 2W   | 12   |        |        |        |        | 10     | 16     |        |        |        |        |        |        |        |        |        |        | 26     |
| 2N   | 2W   | 1    |        |        |        |        |        |        |        |        | 29     |        |        |        |        |        |        |        | 29     |
|      |      |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |      |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |      |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |      |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |      |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |      |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |      |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        | 55     |

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Do not use this space

Do not use this space

DATE: 11-11-88

**RECORDED**

#### D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

| Measurement Equipment | Type | Make | Model No. | Serial No. | Size | Calib. Date |
|-----------------------|------|------|-----------|------------|------|-------------|
| 2' Cipolletti Weir    |      |      |           |            | 2'   |             |
| Staff gauge           |      |      |           |            | 1.1' |             |
|                       |      |      |           |            |      |             |
|                       |      |      |           |            |      |             |

2. Measurements:

0.23' head over a 2' crest Cipolletti weir.  
 0.739 cfs from table 4 Vol I Bulletin 552.  
 Added 0.02 for loss through the gates  
 0.74 + 0.02 = 0.76 cfs total

#### E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

1. Measured Method: 0.23' head over 2' crest Cipolletti weir  
 $0.74 + 0.02 = 0.76 \text{ cfs}$

2. Alternate Method for Checking Purposes:

$$\frac{5(8.8)(.8)}{35} = 1.01 \text{ cfs}$$

20' = static level  
 40' = distance to pump  
 35' = est. lift

#### F. PUMP EFFICIENCY DATA (Optional)

Discharge Pressure: \_\_\_\_\_ psi x 2.31 = \_\_\_\_\_ ft (1); Dynamic pumping level: \_\_\_\_\_ ft (2)

Total Head: (1) + (2) = \_\_\_\_\_ (3)

Flow rate: \_\_\_\_\_ cfs (4)

Water HP: (3) x (4) ÷ 8.8 = \_\_\_\_\_ (5)

Meter Input KW: 3.6 x \_\_\_\_\_ KH x \_\_\_\_\_ CTR or \_\_\_\_\_ MULT x \_\_\_\_\_ PTR x \_\_\_\_\_ N/ \_\_\_\_\_ T = \_\_\_\_\_ (6)

Meter Input HP: (6) x 1.34 = \_\_\_\_\_ (7)

Panel Input KW: \_\_\_\_\_ Ave PF x \_\_\_\_\_ Ave Volts x \_\_\_\_\_ Ave Amps x .001732 = \_\_\_\_\_ (8)

Panel Input HP: (8) x 1.34 = \_\_\_\_\_ (7)

Efficiency: (5)/(7) x 100 = \_\_\_\_\_ %

#### G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$$V_{LR} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 55 \times 4.5 = 247.5 \text{ afa}$$

$$V_{DR} = (\text{Diversion Rate (cfs)}) \times (\text{Days in Irrigation Season}) \times 1.9835 = 0.76 \times 245 \times 1.98 = 368.7 \text{ afa}$$

$$V = \text{Smaller of } V_{LR} \text{ and } V_{DR} = 247.5 \text{ afa}$$

2. Volume Calculations for Other Uses:

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# H. REMARKS AND OVERL REVIEW ANALYSIS

Over the Nampa Mountain Irrigation District 2' crest Cipolletti weir. Most of the gates were broken, so I added an estimated .02 cfs to the total being ~~measured~~ measured over the weir. Except for the land irrigated from the gated pipe, dirt and concrete ditches with siphon take outs are used to irrigate the land. Crops include beans, alfalfa, seed corn & pasture.

# I. RECOMMENDATIONS

## 1. Recommended Amounts

| Beneficial Use | Period of Use |       | Rate of Diversion | Annual Volume |
|----------------|---------------|-------|-------------------|---------------|
|                | From          | To    | Q (cfs)           | V (afa)       |
| Irrigation     | 3-15          | 11-15 | 0.76              | 247.5         |
|                |               |       |                   |               |
|                |               |       |                   |               |
| Totals:        |               |       | 0.76              | 247.5         |

## 2. Recommended Amendments

- ☐ Change P.D. as reflected above    ☐ Add P.D. as reflected above    ☒ None  
☐ Change P.U. as reflected above    ☐ Add P.U. as reflected above    ☐ Other

# J. AUTHENTICATION

Field Examiner's Name Carter Fritschle  
 Signature Carter Fritschle  
 Certification Date \_\_\_\_\_  
 Field Report Preparation Date 6-25-87

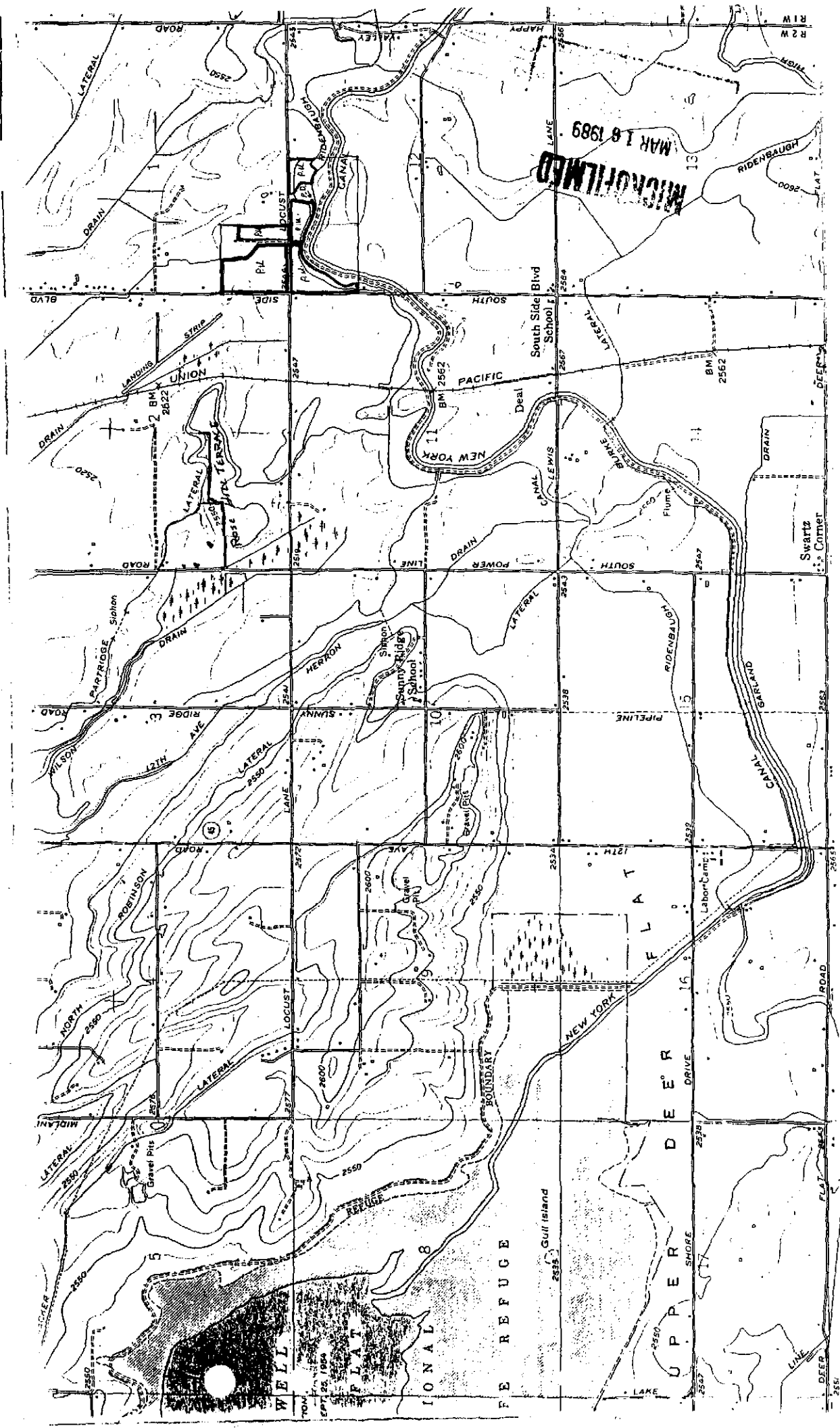
CONSULTANT SEAL

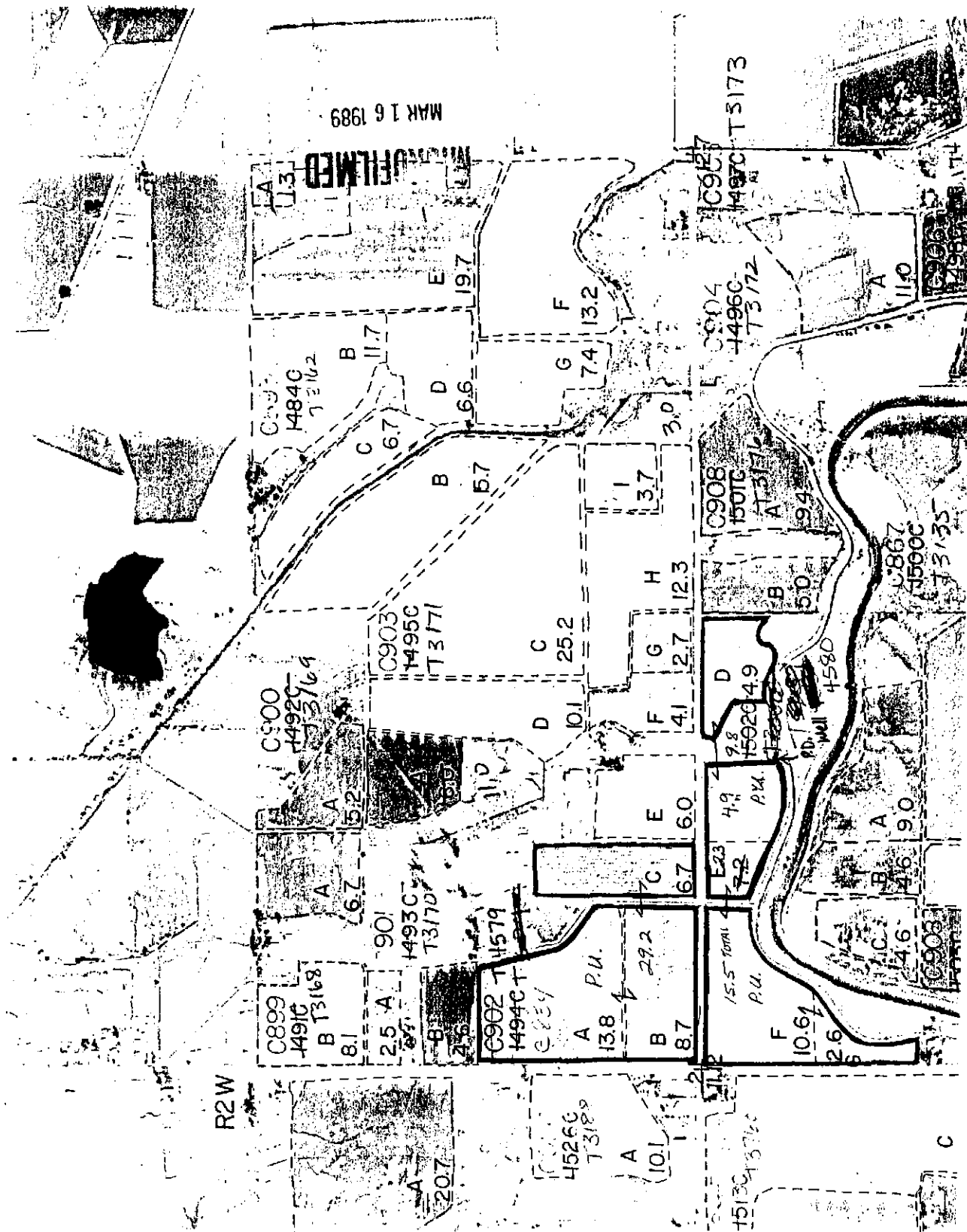
12/1/88

K. Licensing recommendation shall be prepared by an Idaho Department of Water Resources employee on a computer printout attached hereto.

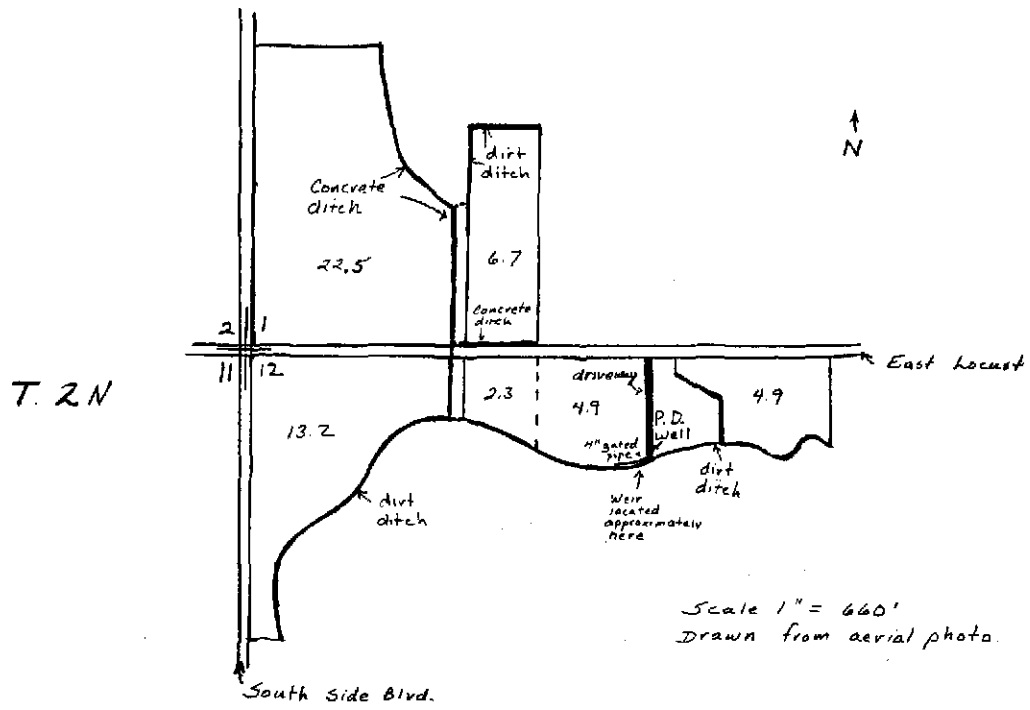


MAR 16 1989





63-8944



R. 2 W

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MAR 16 1989



**State of Idaho**

**DEPARTMENT OF WATER RESOURCES**

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

FAX (208) 334-2348

May 18, 2006

**DIRK KEMPTHORNE**  
Governor

**KARL J. DREHER**  
Director

Lynn Krajnik  
Rt 3 Box 3820  
Nmapa, ID 83651

Re: Original Notice of Claim to a Water Right No. 63-8944

Renumbered to Notice of Claim to a Water Right No. 63-32314

Dear Claimant(s):

We have received and processed a Change of Ownership for a portion of your original Claim to a Water Right Number as referenced above. This change of ownership resulted in a split of your original claim.

When a portion of the original water right claim has been conveyed to another and the original right has been split, then the original claim number is renumbered by issuing a new water right number to represent each split. Each split contains only the portion of the original right for each separate owner. The above referenced new claim number reflects your remaining portion of the original claim after the change of ownership. Enclosed is a copy of this new claim for your records. Please refer to your new claim number when corresponding with our office.

Please note that the enclosed Notice of Claim to a Water Right is not a determination of your right. This claim represents the remaining portion of the claim filed during claims taking in the Snake River Basin Adjudication (SRBA) and has not yet been verified by this Department. Water rights are established and maintained by beneficial use of water for the uses designated on this claim form dating back to the priority date listed. This claim will be investigated, verified and recommended to the SRBA Court for court decree sometime in the near future. You will be notified prior to the beginning of any verification of this water right.

Thank you for your patience, as we have had several water right changes to process. If you have any questions concerning this ownership change, or the enclosed claim copy, please feel free to contact this office.

Sincerely,

Adjudication Section  
Western Region Office

LG: lg

Enclosure

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.  
Incomplete forms will be returned.

RECEIVED

JAN 06 2006

WATER RESOURCES  
WESTERN REGION

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

| Water<br>Right No(s) | Adjudication<br>Claim No(s) | Split | Water<br>Right No(s) | Adjudication<br>Claim No(s) | Split |
|----------------------|-----------------------------|-------|----------------------|-----------------------------|-------|
| 63-08944             |                             | X     |                      |                             |       |
|                      |                             |       |                      |                             |       |
|                      |                             |       |                      |                             |       |
|                      |                             |       |                      |                             |       |
|                      |                             |       |                      |                             |       |

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question. **WITH ATTACHED LEGAL DESCRIPTION.**
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):  
**PLAT OF PROPERTY** or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).  
**OR**  
 If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Lynn Krajnik  
Rt. 3 Box 3820 Nampa, ID 83651
4. New Owner/Claimant(s) Mansfield Park Homeowners Association, Inc.  
Name Connector (Check one): ☐ and ☐ or ☐ and/or  
Anne C. Clarkson, President  
 New Mailing Address 3973 S. Bell Court  
 City, State and ZIP Code Nampa, ID 83656  
 New Telephone Number (208) 468-8715 208-371-4225 (cell)
5. Date you acquired the property \_\_\_\_\_

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

| DESCRIPTION OF YOUR PORTION OF WATER RIGHT<br>(If the right(s) will not be split, skip this area and proceed to item 7) |                                                                            |                                                              |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------|
| Water Right and/or Adjudication Claim Number _____                                                                      |                                                                            |                                                              |
| Water Use                                                                                                               | Diversion Rate or Volume<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| Irrigation                                                                                                              | _____                                                                      | _____                                                        |
| Stock                                                                                                                   | _____                                                                      | _____                                                        |
| Domestic                                                                                                                | _____                                                                      | _____                                                        |
| Other _____                                                                                                             | _____                                                                      | _____                                                        |
| Total                                                                                                                   | _____                                                                      | _____                                                        |

| DESCRIPTION OF YOUR PORTION OF WATER RIGHT<br>(If the right(s) will not be split, skip this area and proceed to item 7) |                                                                            |                                                              |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------|
| Water Right and/or Adjudication Claim Number _____                                                                      |                                                                            |                                                              |
| Water Use                                                                                                               | Diversion Rate or Volume<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| Irrigation                                                                                                              | _____                                                                      | _____                                                        |
| Stock                                                                                                                   | _____                                                                      | _____                                                        |
| Domestic                                                                                                                | _____                                                                      | _____                                                        |
| Other _____                                                                                                             | _____                                                                      | _____                                                        |
| Total                                                                                                                   | _____                                                                      | _____                                                        |

7. Signature of New Owner(s) or Claimant(s) Anne Clarkson BY J. REESE LEAVITT  
(include title if applicable) Anne Clarkson, President of  
Mansfield Park Homeowners Association, Inc.

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by \_\_\_\_\_ Date \_\_\_\_\_ Fee \_\_\_\_\_  
 Received by \_\_\_\_\_ Date \_\_\_\_\_ Receipt No. \_\_\_\_\_  
 Processed by \_\_\_\_\_ AJ Date \_\_\_\_\_ WR \_\_\_\_\_ Date \_\_\_\_\_



## IDAHO SECRETARY OF STATE Viewing Business Entity

Ben Ysursa, Secretary of State

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[ [Get a certificate of existence for MANSFIELD PARK SUBDIVISION HOME OWNERS ASSOCIATION, INC.](#) ]

### **MANSFIELD PARK SUBDIVISION HOME OWNERS ASSOCIATION, INC.**

3973 S BELL CT  
NAMPA, ID 83686

**Type of Business:** CORPORATION, HOMEOWNERS ASSOCIATION

**Status:** GOODSTANDING 07 Oct 2005

**State of Origin:** IDAHO

**Date of** 07 Oct 2005

**Origination/Authorization:**

**Initial Registered Agent:** ANNE C CLARKSON  
3973 S BELL CT  
NAMPA, ID 83686

**Organizational ID / Filing** C162809

**Number:**

**Number of Authorized Stock**

**Shares:**

**Date of Last Annual Report:**

**Amendments:**

**Amendment filed 07 Oct 2005** INCORPORATION

[View Document Online](#)  
[Download \(TIFF format\)](#)

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[Idaho Secretary of State's Main Page](#)

[State of Idaho Home Page](#)

Comments, questions or suggestions can be emailed to: [sosinfo@idsos.state.id.us](mailto:sosinfo@idsos.state.id.us)

State of Idaho  
Department of Water Resources

# WATER RIGHT LICENSE

WATER RIGHT NO. 63-08944

Priority: October 5, 1977 Amount: 0.76 CFS 247.5 AFA

This is to certify, that LYNN KRAJNIK  
RT. 3 BOX 3820  
NAMPA, ID 83651

has complied with the terms and conditions of the permit issued pursuant to Application for Permit dated June 7, 1977, and has submitted proof to the Department of Water Resources on October 19, 1983, that water has been applied to a beneficial use; an examination by the Department indicates that the works have a diversion capacity of .760 cfs of water from a GROUNDWATER source and that a water right has been established as follows:

| <u>BENEFICIAL USE</u> | <u>PERIOD OF USE</u> | <u>RATE OF DIVERSION</u> | <u>VOLUME</u> |
|-----------------------|----------------------|--------------------------|---------------|
| IRRIGATION            | 03/15 to 11/15       | 0.76 CFS                 | 247.5 AFA     |

LOCATION OF POINT OF DIVERSION(S): NENW , Sec. 12, Township 02N, Range 02W  
CANYON County

PLACE OF USE: IRRIGATION

| <u>TWN</u> | <u>RGE</u> | <u>SEC</u> | <u>ACRES</u> | <u>ACRES</u> | <u>ACRES</u> | <u>TOTAL</u> |
|------------|------------|------------|--------------|--------------|--------------|--------------|
| 02N        | 02W        | 1          | SWSW 29      |              |              | 29           |
|            |            | 12         | NENW 10      | NWNW 16      |              | 26           |

Total number of acres irrigated: 55

CONDITIONS/REMARKS:

1. The right to the use of water hereby confirmed is limited to the amount which can actually be beneficially used and is restricted and appurtenant to the lands or place of use and to the purpose herein described; as provided by the laws of Idaho.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for the lands above.

## WATER RIGHT LICENSE

WATER RIGHT NO. 63-08944

This license is issued pursuant to the provisions of Section 42-219, Idaho Code.  
Witness the seal and signature of the Director, affixed at Boise, this 9<sup>TH</sup>  
day of MARCH, 1989.

\_\_\_\_\_  
Director

*[Handwritten Signature]*

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

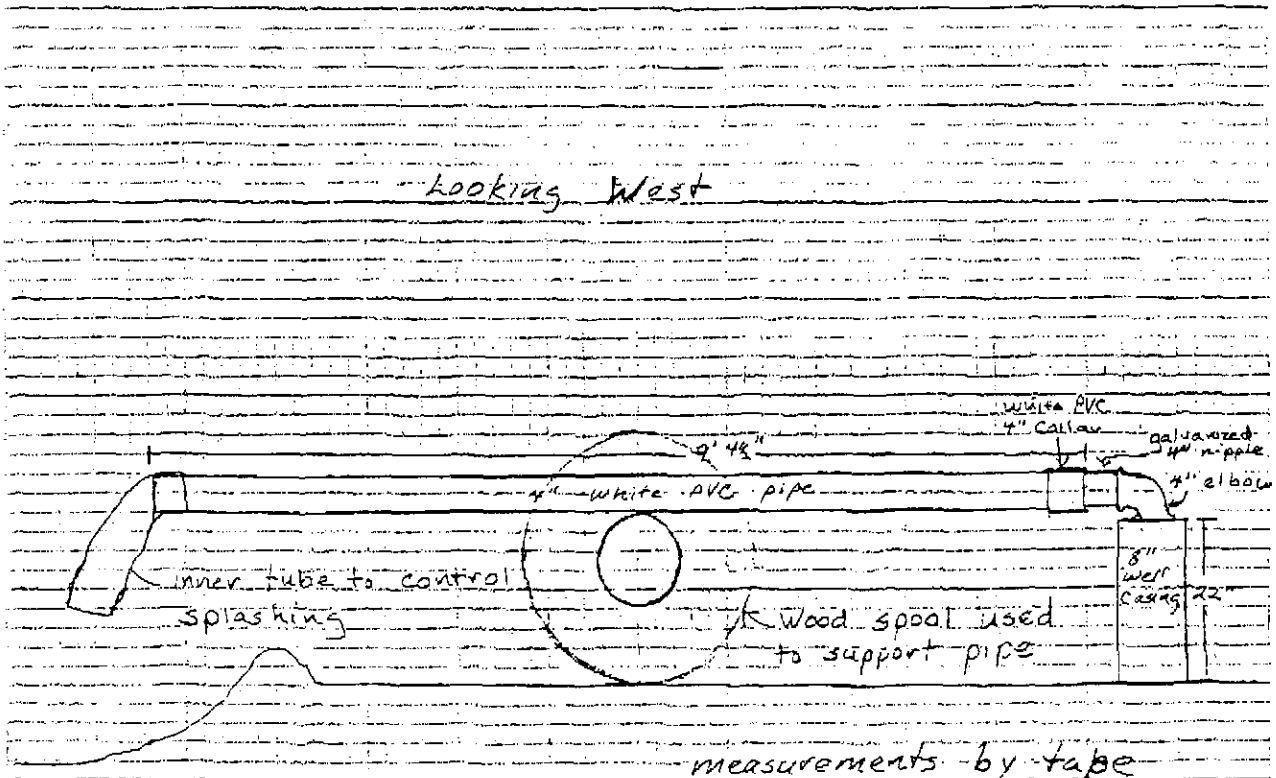
Permit No. 63-8944  
1. Owner: Lynn Krajnik Phone No. 466-1428  
Current Address: Rt 3 Box 3820, Nampa, ID 83651  
2. Accompanied by: Lynn Krajnik EXAM. DATE: 6-25-87  
Address: same as above Phone No. 466-1428  
Relationship to Permit Holder: owner  
3. Source: Groundwater tributary to \_\_\_\_\_

B. OVERLAP REVIEW

1. Other water rights with same place of use: 63-8480 used south of the canal - THIS LAND IS NORTH OF CANAL. ☒ Copies Attached  
2. Other water rights with same point of diversion: NONE  
☒ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

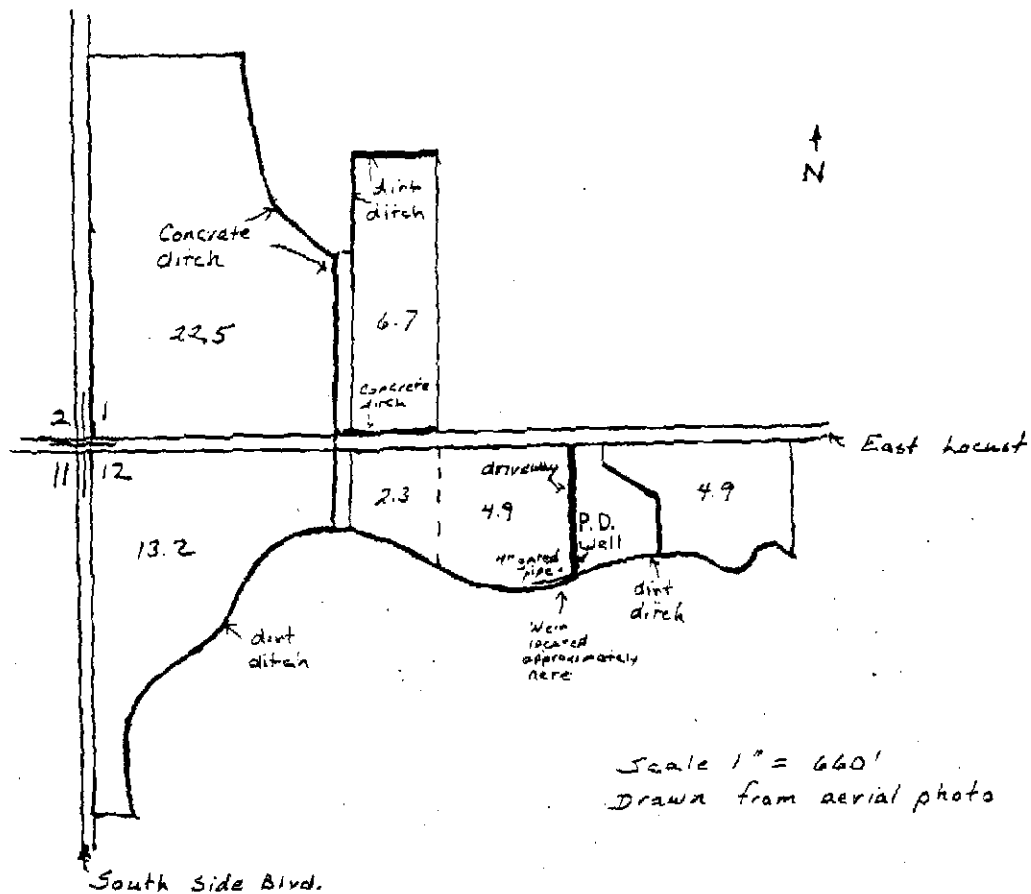
1. Diversion System Diagram: Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☒ Alternative diagram attached also



Scale: 1" = 2'

2. ☒ Copy of U.S.G.S. Quadrangle Attached Showing location(s) of point(s) of diversion and place(s) of use (required).  
☒ Photo of Diversion and System Attached (required for all but single household domestic groundwater and stockwater)  
☒ Aerial Photo Attached (required for irrigation of 10 acres or more).

T. 2 N



R. 2 W

# PRESSURE IRRIGATION SYSTEM

## Mansfield Park Subdivision

### PROPOSED DELIVERY SCHEDULE FOR WELL SOURCE WATER

|                                                            |   |                                                                                                                                                  |                                        |
|------------------------------------------------------------|---|--------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| <b>NO. OF LOTS</b>                                         | - | 12                                                                                                                                               |                                        |
| <b>ACREAGE OF DEVELOPMENT</b>                              | - | 21.58                                                                                                                                            | ACRES                                  |
| <b>ACREAGE W/ WATER RIGHTS</b>                             | - | 12.79                                                                                                                                            | ACRES                                  |
| <b>ACREAGE W/ NO WATER RIGHTS</b>                          | - | 8.79                                                                                                                                             | ACRES                                  |
| <b>AVERAGE LOT SIZE</b>                                    | - | 1.58                                                                                                                                             | ACRES /LOT                             |
| <b>SMALLEST LOT SIZE</b>                                   | - | 1.00                                                                                                                                             | ACRES/LOT                              |
| <b>LARGEST LOT SIZE</b>                                    | - | 5.12                                                                                                                                             | ACRES/LOT                              |
| <b>IRRIGATION WATER AVAILABLE</b>                          | - | 4.5                                                                                                                                              | ACFT / AC<br>(12.79 IRRIGATABLE ACRES) |
| <b>ANNUAL WATER AVAILABLE</b>                              | - | 4.5                                                                                                                                              | ACFT / AC * 12.79 AC                   |
|                                                            | - | 57.56                                                                                                                                            | ACFT                                   |
| <b>ANNUAL IRRIGATION DAYS<br/>(March 15 – November 15)</b> | - | 240                                                                                                                                              | DAYS                                   |
| <b>MAX. CONT. FLOW AVAILABLE-</b>                          |   |                                                                                                                                                  |                                        |
|                                                            |   | 43560 CF                                                                                                                                         | 7.48 GAL                               |
|                                                            |   | 57.56 AF * (-----)*                                                                                                                              | (-----)                                |
|                                                            |   | AF                                                                                                                                               | CF                                     |
|                                                            |   | 24 HRS                                                                                                                                           | 60 MIN                                 |
|                                                            |   | 240 DAYS * (-----)*                                                                                                                              | (-----)                                |
|                                                            |   | DAY                                                                                                                                              | HR                                     |
|                                                            | - | 54.27                                                                                                                                            | GPM                                    |
| <b>MAX. DESIGN FLOW RATE<br/>(@ .02 CFS / ACRE)</b>        | - | 12.79 AC * 9 GPM =                                                                                                                               | 115.1 GPM                              |
| <b>IRRIGATION ROTATION</b>                                 | - | IRRIGATION ROTATION SCHEDULE<br>ALLOWS ONE USE PER LOT FOR A 2-<br>HOUR PERIOD USING 25 GPM FOR<br>EACH 12-HOUR PERIOD ON A<br>CONTINUOUS BASIS. |                                        |
| <b>DESIGN FLOW</b>                                         | - | 50                                                                                                                                               | GPM                                    |
| <b>DESIGN FLOW RANGE</b>                                   | - | 0 – 50                                                                                                                                           | GPM                                    |
| <b>SYSTEM PRESSURE RANGE</b>                               | - | 50 – 70                                                                                                                                          | PSI (For Sprinkler Irrigation)         |
| <b>PROPOSED IRRIGATION<br/>SOURCE DELIVERY RATE</b>        | - | 50                                                                                                                                               | GPM                                    |

# PRESSURE IRRIGATION SYSTEM

## Mansfield Park Subdivision

### USER ROTATION SCHEDULE - 24 HOUR DELIVERY SCHEDULE

|            |            |            |            |            |            |
|------------|------------|------------|------------|------------|------------|
| 6pm-8pm    | 8pm-10pm   | 10pm-12pm  | 12pm-2am   | 2am-4am    | 4am-6am    |
| 6am-8am    | 8am-10am   | 10am-12am  | 12am-2pm   | 2pm-4pm    | 4pm-6pm    |
| L. 1, B. 1 | L. 2, B. 1 | L. 3, B. 1 | L. 4, B. 1 | L. 5, B. 1 | L. 6, B. 1 |
| L. 7, B. 1 | L. 8, B. 1 | L. 1, B. 2 | L. 2, B. 2 | L. 3, B. 2 | L. 4, B. 2 |
| Legend:    | L.-Lot     | B.-Block   |            |            |            |

### SCHEDULE OF AVAILABLE IRRIGATION WATER PER USE

| <u>LOCATION</u> | <u>ACREAGE<br/>OF LOT</u> | <u>IRRIGATION WATER<br/>PER USE (GPM)</u> |
|-----------------|---------------------------|-------------------------------------------|
| L.1,B.1 PH 1    | 1.0                       | 25                                        |
| L.2,B.1 PH 1    | 1.0                       | 25                                        |
| L.3,B.1 PH 1    | 1.0                       | 25                                        |
| L.4,B.1 PH 1    | 1.0                       | 25                                        |
| L.5,B.1 PH 1    | 1.0                       | 25                                        |
| L.6,B.1 PH 1    | 1.0                       | 25                                        |
| L.7,B.1 PH 1    | 1.0                       | 25                                        |
| L.8,B.1 PH 1    | 1.0                       | 25                                        |
| L.1,B.2 PH 2    | 1.09                      | 25                                        |
| L.2,B.2 PH 2    | 1.08                      | 25                                        |
| L.3,B.2 PH 2    | 5.12                      | 25                                        |
| L.4,B.2 PH 2    | <u>3.67</u>               | 25                                        |
| TOTAL           | 18.96                     |                                           |

RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:  
Zions First National Bank  
Real Estate Loan Department  
One South Main Street, Suite 470  
Salt Lake City, Utah 84111  
Attention: Sharlet B. Malinsky

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Date: SEPTEMBER 9, 2005

**LAND DEVELOPMENT LOAN TRUST DEED,  
ASSIGNMENT OF RENTS, SECURITY AGREEMENT  
AND FIXTURE FILING**

(hereinafter referred to as the "Trust Deed")

Made by:  
Brian W. Cooper  
(hereinafter referred to as "Trustor")

To:  
Pioneer Title Company  
(hereinafter referred to as "Trustee")

For the benefit of:  
Zions First National Bank, a national banking association  
(hereinafter referred to as "Beneficiary")

Premissory Note Amount: \$229,450.00  
Maturity Date of Premissory Note: January 01, 2007

THIS LAND DEVELOPMENT LOAN TRUST DEED, ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING IS INTENDED ALSO TO BE A  
FIXTURE AND MINERALS FILING AND IS TO BE INDEXED AS SUCH IN THE  
REAL PROPERTY RECORDS OF CANYON COUNTY.

**LAND DEVELOPMENT LOAN TRUST DEED,  
ASSIGNMENT OF RENTS, SECURITY AGREEMENT  
AND FIXTURE FILING**

This Land Development Loan Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing (the "Trust Deed") is made and executed this 9th day of SEPTEMBER, 2005

(the "Closing Date"), by Brian W. Cooper (collectively "Trustor") to Pioneer Title Company ("Trustee"), in favor of Zions First National Bank, a national banking association ("Beneficiary").

Beneficiary is making a loan to Trustor in the amount of Two Hundred Twenty Nine Thousand Four Hundred Fifty Dollars (\$229,450.00) (the "Loan"). The Loan is evidenced by the Promissory Note dated the Closing Date in the original principal amount of the Loan (the "Note"). The Loan will be advanced under a Land Development Loan Agreement between Trustor and Beneficiary dated the Closing Date (the "Loan Agreement").

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1 GRANT AND CONVEYANCE**

1.1 General Grant. Trustor hereby assigns, grants, bargains, sells, conveys, warrants, and transfers to Trustee in trust, for the benefit of Beneficiary, with power of sale, and right of entry and possession, the following described real property (the "Real Property"):

1.1.1 Real Property. All of the right, title, interest and estate of Trustor, now owned or hereafter acquired, in and to the real property located in Canyon County, State of Idaho (the "Property") as more particularly described in Exhibit A attached hereto and incorporated herein by this reference. The Property consists of 40 acres or less and/or is located within the boundaries of an incorporated city or village.

1.1.2 Buildings, Improvements and Interests. All right, title, interest and estate of Trustor, now owned or hereafter acquired, in and to: (a) All buildings, improvements, works, structures, facilities and fixtures, including any future additions to, and improvements and betterments now or hereafter constructed upon, and all renewals and replacements of, any of the foregoing, which are now or hereafter shall be constructed or affixed or constructively affixed to the Property, or to any portion of the Property (the "Improvements"); (b) All easements, licenses, streets, ways, alleys, roads, passages, rights-of-way, minerals, oil, gas and other hydrocarbon substances, development rights, air rights, water, water courses, water rights, and water stock (whether now owned or hereafter acquired by Trustor and whether arising by virtue of land ownership, contract or otherwise), of any kind and nature, relating to or in any way appurtenant or appertaining to the Property or to any portion of the Property.

1.1.3 Tenements, Hereditaments. All right, title, interest and estate of Trustor, now owned or hereafter acquired, in and to all of the tenements, hereditaments, rights, privileges, and appurtenances belonging, relating, or in any way appertaining to any of the Property or the Improvements, or any portion of the Property or the Improvements, or which shall hereafter in any way belong, relate, or in any way appertain thereto, whether now owned or hereafter acquired, and the reversion and reversions, remainder and remainders, and estates, rights, titles, interests, possessions, claims, and demands of every nature whatsoever, at law or in equity, which Trustor may have or may hereafter acquire in and to the Property, the Improvements, or any portion thereof.

1.1.4 Leases, Rents, Issues, Etc. All right, title, interest and estate of Trustor, now owned or hereafter acquired, in and to all leases and subleases of all or any portion of the Property or the Improvements now or hereafter existing or entered into, and all lease agreements and documents evidencing the same; and all right, title and interest of Trustor thereunder, including without limitation, all rents, subrents, room rents and other amounts received for use of any rooms in the Property, including the Improvements, and any and all room rental agreements and arrangements now owned or hereafter acquired, and all proceeds from such room rents, issues, royalties, security deposits, income and profits of and from the Property, the Improvements, or any portion thereof.

1.2 Security Interest. Trustor hereby assigns and grants to Beneficiary a security interest in the following described property (collectively the "Personalty"), whether now or hereafter existing, and in which Trustor now has or hereafter obtains any right, title, estate or interest, but only to the extent of Trustor's ownership interest therein, together with all additions and accessions thereto and all rents and proceeds thereof:

1.2.1 Tangible Personal Property. All right, title, interest and estate of Trustor, now owned or hereafter acquired, in and to (as they pertain to the Property): (a) All goods, inventory, specifically including, without limitation, materials, furnishings and supplies, whether stored on or off the Property, delivered to the Property for incorporation or use in any construction, renovation, operation or maintenance of the Property or the Improvements, supplies, furnishings, construction materials, equipment, vehicles, machinery, appliances, including attached and unattached appliances, and other tangible personal property and fixtures located in or upon the Property or the Improvements and used or useable in connection therewith, or to be used in the construction, reconstruction, remodeling, or repair of any of the Improvements now or hereafter located upon the Property; (b) All furniture, fixtures and equipment as equipment is defined in the Uniform Commercial Code, wherever located, and all related right, title and interest of Trustor, now owned or hereafter acquired or created, all proceeds and products of the foregoing and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering any of the foregoing, all leases of any of the foregoing, and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any of the foregoing or any interest therein; (c) All architectural, engineering, development, construction and construction cost guarantee contracts or bonds entered into in connection with the improvement of the Property, all plans and specifications, building or use permits,

subdivision plats and any related subdivision development requirements and specifications prepared by the engineer and architect thereunder, relating to the construction, development, ownership or maintenance of the Property or the Improvements; (d) All engineering reports, surveys, soil reports and other documents relating to the Property; (e) All modifications, parts, accessories, and accessions to each and all of the foregoing and all renewals and replacements thereof; and (f) All proceeds of each of the foregoing.

1.2.2 Permits, Names, Rights, Etc. All right, title interest and estate of Trustor, now owned or hereafter acquired, in and to: (a) All contracts, permits, franchises, privileges, grants, consents, licenses, authorizations, and approvals heretofore or hereafter granted by the United States, by the State of Idaho or by any department or agencies thereof or any other governmental or public bodies, agencies or authorities, to or for the benefit of Trustor and utilized in connection with the Property and the Improvements thereon or to be constructed thereon, to the extent the same are transferable and subject to all terms, covenants and conditions thereof and to applicable law; (b) All names under or by which the Property or any of the Improvements may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all service marks, trademarks and goodwill in any way relating to Trustor's ownership and operation of the Property; (c) All contracts, contract rights, rights to payment, general intangibles, documents, instructions, accounts, water stock arising in connection with Trustor's ownership, legal or equitable claims, judgments, and awards now or hereafter accruing to the benefit of Trustor respecting the Property and the Improvements, specifically including, without limitation, all architectural, development and construction contracts, and all construction cost guaranteed contracts relating to the Property or the Improvements; (d) All shares of stock, partnership interests, or other evidence of ownership of any part of the Property or the Improvements that is owned by Trustor in common with others; (e) All documents and rights of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property; and (f) All amendments, modifications, additions, accessions, substitutions, replacements and renewals to any of the foregoing and all proceeds of the foregoing, whether voluntary or involuntary, including without limitation, insurance proceeds.

1.2.3 Awards. All right, title, interest and estate of Trustor, now owned or hereafter acquired, in and to: (a) All awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the Property or any portion of the Property, the Improvements or any portion of the Improvements, or of any other Improvements now or hereafter situate thereon or any estate or easement in the Property (including any awards for change of grade of streets); (b) All insurance policies and all proceeds of insurance paid on account of any partial or total destruction of the Improvements or any portion thereof; (c) All causes of action and recoveries for any loss or diminution in the value of the Property or the Improvements; and (d) All proceeds of each of the foregoing.

1.2.4 Plans and Utility Taps. All right, title, interest and estate of Trustor, now owned or hereafter acquired, in and to: All Plans and any and all replacements, modifications, and amendments thereto and any and all contracts, agreements or commitments between Trustor

and any utility company, water company or user association, or telephone company, to furnish electricity, natural gas or oil, telephone, sewer, water or other such services, or to provide hook-ups, connections, lines or other necessary taps to the Property and the Improvements thereon. Trustor hereby irrevocably appoints Beneficiary as Trustor's true and lawful attorney-in-fact to execute, acknowledge and deliver any instruments and to do and perform any act in the name and on behalf of Trustor necessary to maintain and continue all contracts, agreements or commitments with any such utility company and, otherwise, to perform all acts necessary to assure uninterrupted utility service to the Property and the Improvements thereon.

1.2.5 Loan Proceeds. All right, title, interest and estate of Trustor, now owned or hereafter acquired, in and to all proceeds of the Loan made by Beneficiary to Trustor for construction of the Improvements which proceeds are held by Beneficiary, whether or not disbursed, and all reserves, deferred payments, deposits, refunds, cost savings, and payments of any kind relating to the construction of the Improvements to secure any and all of Trustor's obligations to Beneficiary.

1.2.6 Contracts. All right, title, interest and estate of Trustor, now owned or hereafter acquired, under any other contract, subcontract or agreement, for the construction and completion of the Improvements and all contracts and agreements which have been or shall hereinafter be entered into relating to the construction, development, sale, lease, operation, or use of all or a portion of the Property or the Improvements, and all governmental licenses or permits obtained for the lawful construction of the Improvements.

1.2.7 Accounts. All accounts of Trustor, presently existing or hereafter arising, including all accounts as defined in the Idaho Uniform Commercial Code, as amended, established in connection with or by reason of Trustor's ownership, construction, development, sale, lease, operation or use of the Property or the Improvements, and all documentation and supporting information related to any of the foregoing, all rents, profits and issues thereof, and all proceeds thereof.

1.2.8 Documents. All documents of Trustor, presently existing or hereafter arising, including all documents as defined in the Idaho Uniform Commercial Code, as amended, arising from or issued or prepared in connection with Trustor's ownership, construction, development, sale, lease, operation or use of the Property or the Improvements, and all documentation and supporting information related to any of the foregoing, all rents, profits and issues thereof, and all proceeds thereof.

1.2.9 Instruments. All instruments of Trustor, presently existing or hereafter arising, including all instruments as defined in the Idaho Uniform Commercial Code, as amended, arising from or issued or prepared in connection with Trustor's ownership, construction, development, sale, lease, operation or use of the Property or the Improvements, and all documentation and supporting information related to any of the foregoing, all rents, profits and issues thereof, and all proceeds thereof.

1.2.10 Deposit Account. All of Trustor's interests in any and all deposit accounts

pertaining to the Property established at Beneficiary in the name of Beneficiary in connection with the extension of any credit to Trustor, specifically including, but without limitation, the deposit account established at Beneficiary in connection with the issuance of any letter of credit, whether such deposit accounts are now existing or hereafter created, together with all interest and other funds paid in connection with the deposit accounts, all renewals of the deposit accounts, and all proceeds, renewals and rollovers thereof and all additions and accessions thereto.

1.2.11 General Intangibles. All general intangibles of Trustor, presently existing or hereafter arising, including general intangibles as defined in the Uniform Commercial Code, as it exists and may be amended, choses in action, proceeds, contracts, distributions, dividends, refunds, security deposits, judgments, insurance claims, any right to payment of any nature, intellectual property rights or licenses, any other rights or assets of Trustor customarily or for accounting purposes classified as general intangibles, and all documentation and supporting information related to any of the foregoing, all rents, profits and issues thereof, and all proceeds thereof.

1.3 Security Agreement. This Trust Deed constitutes a Security Agreement with respect to the Personality, and Beneficiary shall have all of the rights and remedies of a secured party under the Loan Documents and the Idaho Uniform Commercial Code as well as all other rights and remedies available at law or in equity. Trustor and Beneficiary acknowledge their mutual intent that all security interests contemplated herein are given as a contemporaneous exchange for new value to Trustor, regardless of when advances to Trustor are actually made or when the Trust Estate is acquired.

1.4 Trust Estate. The Real Property and the Personality are sometimes hereinafter collectively referred to as the "Trust Estate".

1.5 Fixture and Minerals Filing. This Trust Deed constitutes a fixture and minerals filing pursuant to Article 9 of the Idaho Uniform Commercial Code, I.C. §§ 28-9-101, et. seq. as it currently exists and as it may be amended. The addresses of the secured party (Beneficiary) and the debtor (Trustor) are set forth in Section 12.1 of this Trust Deed. This Trust Deed is to be recorded in the real estate records in the County Recorder's office of the county in which the Real Property is located. Trustor is the record owner of the Real Property.

## ARTICLE 2 OBLIGATION SECURED

2.1 Obligations. This Trust Deed is given for the purpose of securing the following obligations (collectively the "Obligations") of Trustor:

2.1.1 Note. The payment and performance of each and every agreement and obligation under the Note, including without limitation, the payment of principal and interest under the Note.

2.1.2 Other Loan Documents. The payment and performance of each and every agreement and obligation of Trustor under this Trust Deed, the Note, the Loan Agreement, and any other Loan Document.

2.1.3 Advances by Trustee or Beneficiary. The payment of all sums expended and advanced by Trustee or Beneficiary pursuant to the terms of this Trust Deed, the Loan Agreement, or any other Loan Document, together with interest thereon as provided in this Trust Deed.

2.1.4 Extensions, Etc. The payment and performance of any extensions of, renewals of, modifications of, or additional advances under the Note, or any of the obligations evidenced by the Note, regardless of the extent of or the subject matter of any such extension, renewal, modification or additional advance.

2.1.5 Other Obligations. The payment and performance of any other note or obligation reciting that it is secured by this Trust Deed. Trustor expressly acknowledges its mutual intent with Beneficiary that the security interest created by this Trust Deed secures any and all present and future debts, obligations, and liabilities of Trustor to Beneficiary without any limitation whatsoever.

2.1.6 Future Advances and Obligations. This Trust Deed secures all future advances and obligations constituting Obligations. The total amount of obligations and advances secured hereby may decrease or increase from time to time, but at no time shall the total principal amount of obligations and advances secured hereby, not including sums expended or incurred for the reasonable protection of the security interest hereby created in the Trust Estate, exceed the principal sum of \$229,450.00. Nothing contained herein shall create or imply any agreement or commitment by Beneficiary to loan or advance any amounts in addition to the loan evidenced by the Note; the agreement of Beneficiary to make advances is governed by the terms of the Loan Agreement and is subject to all terms, provisions and conditions of the Loan Documents.

### ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Property. Trustor represents and warrants to Beneficiary as follows:

3.1.1 Fee Title. Trustor is the owner of fee simple marketable title in and to the Real Property.

3.1.2 Defense of Title. Trustor shall defend title to the Property and the Improvements against all claims and demands whatsoever.

3.1.3 Exceptions to Title. With the exception of such exceptions to title as are identified in the Loan Agreement as Permitted Encumbrances, if any (the "Permitted Encumbrances"), the Property and the Improvements are free and clear of all liens, claims, encumbrances, restrictions, encroachments and interests whatsoever in favor of any third party.

3.1.4 Lien Priority. With the exception of the Permitted Encumbrances, the lien created by this Trust Deed upon the Property and the Improvements is a good and valid first lien, free and clear of all liens, encumbrances and exceptions.

3.1.5 Hazardous Material. No Hazardous Materials (as hereinafter defined) have been stored, or improperly used, disposed of, discarded, dumped, or abandoned by any person or entity on, in or under the Property or the Improvements in violation of any Environmental Laws. Trustor has complied with all applicable federal, state and local laws, rules, ordinances and regulations relating to the storage, transportation, and disposal of Hazardous Materials on, in or under the Property or the Improvements. For purposes of the foregoing the term "Hazardous Materials" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Idaho, the United States Government, or any other governmental or quasi-governmental body or agency.

3.1.6 Trustor Representations. Trustor's principal residence is in the State of Idaho and Trustor's exact legal name is as set forth in the first paragraph of this Trust Deed.

3.2 Personalty. Trustor further represents and warrants to Beneficiary as follows:

3.2.1 Owner of Personalty. Trustor is the owner, or upon acquisition thereof, will be the owner of the Personalty.

3.2.2 No Prior Liens. The Personalty is, or upon acquisition thereof by Trustor, will be free and clear of all liens, claims, encumbrances, restrictions, charges, and security interests in favor of any third party except for the Permitted Encumbrances.

3.2.3 Location of Personalty. The Personalty will be located in the State of Idaho, and other than temporary (not to exceed three (3) months) uses outside that state in the ordinary course of Trustor's business, will not be removed from that state without the prior written consent of Beneficiary.

#### ARTICLE 4 CONSTRUCTION AND MAINTENANCE OF TRUST ESTATE

4.1 Construction Loan Mortgage. This Trust Deed constitutes a "construction mortgage" within the meaning of Section 28-9-313(1)(c) of the Idaho Code. The proceeds of the Loan secured by this Trust Deed are to be used by Trustor for the purpose of acquiring title to the Property and/or funding the construction, renovation, and remodeling of certain Improvements on the Property and are to be disbursed in accordance with the provisions of the Loan Agreement.

4.2 Construction. To protect the security of this Trust Deed, Trustor shall commence promptly and pursue with reasonable diligence to completion, the construction of the Improvements on the Property, all in accordance with the provisions of the Loan Agreement.

4.3 Maintenance. Trustor shall do each of the following: (a) maintain the Trust Estate at all times in good condition and repair; (b) not commit waste of the Trust Estate, or remove, damage, demolish, or structurally alter any of the Improvements; (c) complete promptly and in good and workmanlike manner any Improvement or that insurance proceeds are applied by Beneficiary to the satisfaction of the Obligations in accordance with Article 5 of this Trust Deed, restore promptly and in good and workmanlike manner any of the Improvements or any portion thereof, which may for any reason be damaged or destroyed; (d) comply with all laws, ordinances, regulations, covenants, and restrictions in any manner affecting the Trust Estate; (e) not permit or permit any act upon the Trust Estate in violation of law; and (f) do all acts which by the character or use of the Trust Estate may be reasonably necessary to maintain and repair the same, the specific enumeration herein not excluding the general.

#### ARTICLE 5 INSURANCE

5.1 Insurance. Trustor shall secure and maintain insurance on the Trust Estate and in connection with the construction of Improvements: (a) builder's risk insurance; (b) multi-peril property insurance; (c) public liability insurance; (d) worker's compensation insurance; (e) flood insurance (unless Trustor provides Beneficiary with evidence satisfactory to Beneficiary that no part of the Trust Estate is located within an area designated by the Department of Housing and Urban Development as a flood hazard area); and (f) such other insurance as may be required by the Loan Agreement or by Beneficiary. All such insurance policies must cover all risks required to be covered by Beneficiary, as set forth in the Loan Agreement and be approved by Beneficiary as to amount, form, terms, deductibles and insurer. All such policies of insurance shall name Beneficiary as an additional insured or loss payee, as appropriate. All such insurance policies shall contain a provision that such policies will not be cancelled or amended, which term shall include any reduction in the scope or limits of coverage, without at least thirty (30) days prior written notice to Beneficiary.

5.2 Notice of Casualty. In the event of loss or damage to the Trust Estate, or any portion of the Trust Estate, Trustor shall immediately give notice thereof to Beneficiary.

5.3 Proceeds of Insurance. All proceeds of insurance on the Trust Estate, and all causes of action, claims, compensation, awards and recoveries for any damage, condemnation or taking of all or any part of the Trust Estate, or for any damage or injury to it or for any loss or diminution in the value of the Trust Estate, are hereby assigned to and shall be paid to Beneficiary, except as otherwise provided in the Loan Agreement. Beneficiary may participate in any suits or proceedings relating to any such proceeds, causes of action, claims, compensation, awards or recoveries and may join with Trustor in enjoining any action, claims, compensation, awards or recoveries covered by insurance.

5.4 Disposition of Policies on Foreclosure. In the event Beneficiary exercises the power of sale or foreclosure provisions of this Trust Deed or makes any other transfer of title or assignment of the Trust Estate in extinguishment in whole or in part of the Obligations, all rights and interest of Trustor in and to the policies of insurance required by Section 5.1 of this

Trust Deed shall inure to the benefit of and pass to the holder of this Trust Deed or to the purchaser at the foreclosure sale.

the property conveyed under this Trust Deed.

## ARTICLE 6 INDEMNIFICATION

PR-SEC

6.1 Indemnification. Trustor hereby indemnifies and holds Beneficiary harmless in accordance with the following:

the Beneficiary harmless in

6.1.1 General Indemnification. Trustor shall indemnify and hold Beneficiary harmless from any and all losses, damages, claims, charges, expenses, and liabilities which arise from or are related to, the Note, the other Loan Documents evidencing or securing the Note, or the Trust Estate, or any part thereof, or the Property, except to the extent of the gross negligence or willful misconduct of Beneficiary. If Beneficiary enforces any of the terms, covenants or conditions of this Trust Deed, or if Trustor breaches any of the terms, covenants, or conditions of this Trust Deed, hereunder, Trustor shall pay to Beneficiary reasonable attorneys' fees and costs actually incurred by Beneficiary. The right to such attorneys' fees and costs shall be enforceable from the commencement of such action, and shall be enforceable without regard to the outcome of the action to judgment. If Trustor breaches any term, covenant or condition of this Trust Deed, Trustor may employ an attorney or attorneys to protect Beneficiary's interests, and shall pay such attorneys' fees and costs actually incurred by Beneficiary in such employment following any breach of Trustor. Trustor shall also pay to Beneficiary reasonable attorneys' fees and costs actually incurred by Beneficiary in any action commenced against Trustor by reason of such material breach.

indemnify and hold Beneficiary harmless from any and all losses, damages, claims, charges, expenses, and liabilities, including reasonable attorneys' fees and costs, which arise from or are related to, the Note, the other Loan Documents evidencing or securing the Note, or the Trust Estate, or any part thereof, or the Property, except to the extent of the gross negligence or willful misconduct of Beneficiary. If Beneficiary enforces any of the terms, covenants or conditions of this Trust Deed, or if Trustor breaches any of the terms, covenants, or conditions of this Trust Deed, hereunder, Trustor shall pay to Beneficiary reasonable attorneys' fees and costs actually incurred by Beneficiary. The right to such attorneys' fees and costs shall be enforceable from the commencement of such action, and shall be enforceable without regard to the outcome of the action to judgment. If Trustor breaches any term, covenant or condition of this Trust Deed, Trustor may employ an attorney or attorneys to protect Beneficiary's interests, and shall pay such attorneys' fees and costs actually incurred by Beneficiary in such employment following any breach of Trustor. Trustor shall also pay to Beneficiary reasonable attorneys' fees and costs actually incurred by Beneficiary in any action commenced against Trustor by reason of such material breach.

6.1.2 Mechanics Liens. If Beneficiary or its agent, successors and assigns, or any subcontractor, is held liable for, or is subject to any losses, damages, claims, charges, expenses, and liabilities, directly or indirectly on account of any claims for work, labor, or materials furnished in connection with or arising from the construction of any building, structure, or improvement on the Property, then Trustor shall indemnify, defend and hold Beneficiary harmless from all such losses, damages, claims, charges, expenses, and liabilities, including reasonable attorneys' fees and costs.

property is held liable or could be held liable for, or is subject to any losses, damages, claims, charges, expenses, and liabilities, directly or indirectly on account of any claims for work, labor, or materials furnished in connection with or arising from the construction of any building, structure, or improvement on the Property, then Trustor shall indemnify, defend and hold Beneficiary harmless from all such losses, damages, claims, charges, expenses, and liabilities, including reasonable attorneys' fees and costs.

6.1.3 Hazardous Materials. Trustor hereby agrees to indemnify, hold harmless and defend (by counsel of Beneficiary's choice) Beneficiary, its agent, successors and assigns from and against any and all losses, damages, claims, charges, expenses, and liabilities, including reasonable attorneys' fees and costs, and fines, penalties, charges, administrative and judicial proceedings, orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including but not limited to attorneys' fees and expenses), arising directly or indirectly, in whole or in part, out of (a) the presence on or under the Property of any Hazardous Materials, or any releases or discharges of any Hazardous Materials on, under or from the Property, or (b) any activity carried on or undertaken on or under the Property, whether prior to or during the term of the Loan, and whether by Trustor or any predecessor in title or any employees, agents, contractors or subcontractors of Trustor or any predecessor in title, or any third persons at any time occupying or present on the Property, in connection with the handling,

Trustor hereby agrees to indemnify, hold harmless and defend (by counsel of Beneficiary's choice) Beneficiary, its agent, successors and assigns from and against any and all losses, damages, claims, charges, expenses, and liabilities, including reasonable attorneys' fees and costs, and fines, penalties, charges, administrative and judicial proceedings, orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including but not limited to attorneys' fees and expenses), arising directly or indirectly, in whole or in part, out of (a) the presence on or under the Property of any Hazardous Materials, or any releases or discharges of any Hazardous Materials on, under or from the Property, or (b) any activity carried on or undertaken on or under the Property, whether prior to or during the term of the Loan, and whether by Trustor or any predecessor in title or any employees, agents, contractors or subcontractors of Trustor or any predecessor in title, or any third persons at any time occupying or present on the Property, in connection with the handling,

treatment, removal, storage, decontamination, clean-up, transport or disposal of any Hazardous Materials at any time located or present on or under the Property. The foregoing indemnity shall further apply to any residual contamination on or under the Property, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances. Trustor hereby acknowledges and agrees that, notwithstanding any other provision of this Trust Deed or any of the other Loan Documents to the contrary, the obligations of Trustor under this Section 6.1.3 shall be unlimited personal obligations of Trustor and shall survive any foreclosure under this Trust Deed, any transfer in lieu thereof, and any satisfaction of the obligations of Trustor in connection with the Loan. Trustor acknowledges that Beneficiary's appraisal of the Property is such that Beneficiary would not extend the Loan but for the personal liability undertaken by Trustor for the obligations under this Section 6.1.3.

6.2 Off-Set. All sums payable by Trustor under the Note and this Trust Deed shall be paid without notices, demand, counterclaim, set-off, deduction or defense and without abatement, suspension, deferment, diminution or reduction. The Obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (a) any damage to or destruction of, or any condemnation or similar taking of the Trust Estate or any part thereof; (b) any destruction or prevention of or interference with any use of the Trust Estate or any part thereof; (c) any title defect or encumbrance or any eviction from the Trust Estate or any part thereof by title paramount or otherwise; (d) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Trust Deed by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; (e) any claim which Trustor has or might have against Beneficiary; (f) the occurrence of an Event of Default or any default or failure on the part of Beneficiary to perform or comply with any of the terms, covenants or conditions of this Trust Deed or of any other agreement with Trustor; or (g) any other occurrence whatsoever, whether similar or dissimilar to the foregoing.

## ARTICLE 7 TAXES AND IMPOSITIONS

7.1 Payment of Taxes and Impositions. Trustor shall pay, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes, assessments and other governmental, municipal, or other charges or impositions of any kind or nature whatsoever (including without limitation, charges and assessments on water or water stocks used on or with the Property and levies or charges resulting from covenants, conditions and restrictions affecting the Trust Estate) which are assessed or imposed upon the Trust Estate, or become due and payable, and which create, may create, or appear to create, a lien upon the Trust Estate or any portion of the Trust Estate, or upon any equipment or other facility used in the construction, operation or maintenance of the Trust Estate (all of which taxes, assessments and other governmental charges of like nature are referred to as the "Impositions"); provided, however, that if, by law, any such Imposition is payable, or may at the election of the taxpayer be paid in

installments, Trustor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

7.2 Evidence of Payment. Unless such Imposition is paid directly by Beneficiary pursuant to Section 8.3 of this Trust Deed, Trustor shall furnish Beneficiary, within thirty (30) days after the date upon which such Imposition is due and payable by Trustor, official receipts of the appropriate taxing authority, or other proof satisfactory to Beneficiary, evidencing the payment thereof.

7.3 Right to Contest. Trustor shall have the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate legal proceedings, but such contest shall not be deemed or construed in any way as relieving, modifying or extending Trustor's covenant to pay any such Imposition at the time and in the manner provided in Section 7.1 of this Trust Deed unless Trustor has given prior written notice to Beneficiary of Trustor's intent to so contest or object to an Imposition, and unless, at Beneficiary's option, (a) Trustor shall demonstrate to Beneficiary's satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Trust Estate, or any part thereof, to satisfy such Imposition prior to final determination of such proceedings; or (b) Trustor shall furnish a good and sufficient undertaking and sureties as may be required or permitted by law to accomplish a stay of such proceedings.

#### ARTICLE 8 ADDITIONAL COVENANTS

8.1 Payment of Utilities. Trustor shall pay, when due, all utility charges incurred by Trustor for the benefit of the Trust Estate or which may become a charge or lien against the Trust Estate for gas, electricity, water or sewer services furnished to the Trust Estate and all assessments or charges of a similar nature, whether public or private, affecting the Trust Estate or any portion thereof, whether or not such assessments or charges are liens thereon.

8.2 Defense of Title. Trustor has and shall preserve good and marketable fee title to the Trust Estate free of all liens, claims, charges, security interests, encumbrances, easements or restrictions other than the Permitted Encumbrances. Except as provided otherwise in Section 7.3 of this Trust Deed and with the exception of the Permitted Encumbrances, Trustor shall promptly discharge and remove any lien or security interest which has, or may have, priority over or equality with the lien and security interest created by this Trust Deed. Trustor shall furnish to Beneficiary written notice of any litigation, default, lien, security interest or notice of default affecting the Trust Estate or title thereto, within ten (10) days of initial receipt of notice of such lien, security interest, litigation or default. Trustor shall appear in and defend any action or proceeding purporting to affect the security hereof, the Trust Estate, or the rights or powers of Beneficiary or Trustee. Should Beneficiary elect to appear in or defend any such action or proceeding, Trustor shall pay all costs and expenses, including costs of evidence of title and reasonable attorney fees and costs, incurred by Beneficiary or Trustee. Trustor shall, at its cost, do, execute, acknowledge, and deliver all further deeds, conveyances, trust deeds, assignments,

notices of assignments, security agreements, financing statements, transfers, acts and assurances as Beneficiary shall from time to time require, for the better perfecting, continuing, assuring, granting, conveying, assigning, transferring, and confirming unto Trustee and Beneficiary the Trust Estate, and all rights hereby granted, conveyed or assigned or intended now or hereafter so to be, or which Trustor may be or may hereafter become bound to grant, convey or assign to Trustee or Beneficiary, or for carrying out the intention or facilitating the performance of the terms of the Note or the other Loan Documents.

8.3 Reserves for Taxes and Insurance. In furtherance of Article 5 and Article 7 of this Trust Deed and anything to the contrary herein notwithstanding, if any Event of Default shall occur and be continuing, and at Beneficiary's written request, Trustor shall deposit with Beneficiary in a non-interest bearing account, on the first day of each month, until the Note is paid in full, an amount equal to one-twelfth of the annual Impositions, as defined in Article 7 of this Trust Deed, as reasonably estimated by Beneficiary to pay the installment of Impositions next due on the Trust Estate, and one-twelfth of the estimated annual aggregate insurance premiums on all policies of insurance required in Article 5 of this Trust Deed. In such event, Trustor shall cause all bills, statements or other documents relating to the Impositions and insurance premiums to be sent to Beneficiary. Providing Trustor has deposited sufficient funds with Beneficiary pursuant to this Section 8.3, Beneficiary shall pay such amounts as may be due thereunder out of the funds so deposited with Beneficiary. If at any time and for any reason the funds deposited with Beneficiary are or will be insufficient to pay such amounts as may then or subsequently be due, Beneficiary shall notify Trustor and Trustor shall immediately deposit an amount equal to such deficiency with Beneficiary. Nothing contained herein shall cause Beneficiary to be deemed a trustee of such funds deposited with Beneficiary pursuant to this Section 8.3. Beneficiary shall not be obligated to pay any interest on any sums held by Beneficiary pending disbursement or application hereunder, and Beneficiary may impound or reserve for future payment of Impositions and insurance premiums such portion of such payments as Beneficiary may, in Beneficiary's absolute discretion, deem proper, applying the balance on the principal of or interest on the Obligations secured hereby. Should Trustor fail to deposit with Beneficiary (exclusive of that portion of the payments which has been applied by Beneficiary on the principal of or interest on the Note) sums sufficient to fully pay such Impositions and insurance premiums at least thirty (30) days before delinquency thereof, Beneficiary, at Beneficiary's election, but without any obligation to do so, may advance any amounts required to make up the deficiency, which advances, if any, shall be secured by this Trust Deed and shall bear interest and be repayable to Beneficiary in the manner specified in Section 8.5 of this Trust Deed.

8.4 Performance in Trustor's Stead. Should Trustor fail to make any payment or to do any act as provided in this Trust Deed, then Beneficiary or Trustee, but without any obligation to do so, and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof (Beneficiary or Trustee being authorized to enter upon the Trust Estate for such purposes); (b) commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; or (c) pay, purchase, contest, or compromise any encumbrance, charge or lien which in

the judgment of either appears to be superior to the lien of this Trust Deed; and in exercising any such powers, incur any liability, or expend such reasonable amounts as Beneficiary may deem necessary therefore, including costs of evidence of title, employment of attorneys, and payment of reasonable attorney fees and costs. All such amounts expended by either or both Trustee or Beneficiary shall, at the election of Beneficiary, be added to the principal indebtedness secured by this Trust Deed and shall accrue interest in accordance with the terms of the Note. Trustor hereby waives and releases all claims or causes of action which may hereafter arise in favor of Trustor against Beneficiary by reason of any action taken by Beneficiary pursuant to any power or authority granted in this Section 8.4, except for Beneficiary's gross negligence or wilful misconduct.

8.5: Repayment of Advances. Trustor shall immediately repay to Beneficiary sums, with interest thereon as provided in the Note, which at any time may be paid or advanced by Beneficiary for the payment of insurance premiums, Impositions, title searches, title reports or abstracts, and any other advances made by Beneficiary which are reasonably necessary or desirable to maintain this Trust Deed as a prior, valid, and subsisting lien upon the Trust Estate, to preserve and protect Beneficiary's interest in this Trust Deed or to preserve, repair, or maintain the Trust Estate. All such advances shall be wholly optional on the part of Beneficiary, and Trustor's obligation to repay the same, with interest, to Beneficiary shall be secured by the lien of this Trust Deed.

8.6 No Removal of Fixtures. Trustor shall not, during the existence of this Trust Deed and without the written consent of Beneficiary, remove from the Real Property or the Improvements, any fixture, structure, or other improvement at any time affixed or constructively affixed to the Real Property or the Improvements or any portion thereof, or any Personalty, except in the ordinary course of Trustor's business.

8.7: Further Assurance. Trustor authorizes Beneficiary to file or record, as appropriate, such further instruments, including without limitation Uniform Commercial Code Financing Statements and Continuation Statements, and do such further acts as may be necessary or as may be reasonably required by Beneficiary to carry out more effectively the purposes of this Trust Deed and to subject to the lien, security interest and mortgage created or intended to be created hereby any property, rights, or interests covered or intended to be covered by this Trust Deed. Trustor authorizes (to the extent such authorization is valid under applicable law) Beneficiary to file such Uniform Commercial Code Financing Statements and Continuation Statements as Beneficiary may deem necessary in order to perfect, or continue the perfection of, the security interests created by this Trust Deed. Trustor agrees not to change Trustor's legal name or principal residence from that set forth in Section 3.1.6 of this Trust Deed without thirty (30) days prior written notice to Beneficiary.

8.8 Attornment. Trustor shall assign to Beneficiary, as additional security for Trustor's performance of the Obligations, any and all existing or future lease agreements entered into by Trustor, as landlord, which pertain to the Property or the Improvements, or any portion thereof, and all such leases shall contain a covenant on the part of the tenant thereunder,

enforceable by Beneficiary, obligating such tenant, upon request of Beneficiary, to attorn to and become a tenant of Beneficiary, or any purchaser from Trustee or through foreclosure of this Trust Deed, for the unexpired term, and subject to the terms and conditions, of such future lease agreements. The assignments of lease shall be in form and content satisfactory to Beneficiary.

8.9 No Further Encumbrances. As an express condition of Beneficiary making the loan secured by this Trust Deed, Trustor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the Trust Estate or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of Beneficiary even though such encumbrance may be junior to the encumbrance created by this Trust Deed. Encumbrance of the Trust Estate contrary to the provisions of this Section 8.9 without the express written consent of Beneficiary, shall constitute an Event of Default and at Beneficiary's option, Beneficiary may declare the entire balance of principal and interest immediately due and payable, whether the same be created by Trustor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

8.10 Due on Sale. Other than (a) a transfer by devise, descent or by operation of law upon the death of a joint tenant; (b) a transfer of Personalty in the ordinary course of Trustor's business; or (c) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, Trustor shall not sell, convey or otherwise transfer the Trust Estate or any part thereof or interest therein, without the prior written consent of Beneficiary. If the Trust Estate, or any part thereof, or any interest therein, is sold, conveyed or otherwise transferred without the prior written consent of Beneficiary, or if Trustor be divested of title to the Trust Estate, or any part thereof or interest therein, in any manner, whether voluntarily or involuntarily, then the full principal indebtedness of the Note and the other Obligations, at the option of Beneficiary and without demand or notice, shall immediately become due and payable. It is expressly acknowledged and agreed that any transfer of more than ten percent (10%) of the capital stock, partnership or member interests of Trustor, as the case may be, shall constitute a transfer of the entire Trust Estate within the meaning of this Section 8.10.

8.11 Evidence of Title. Trustor shall deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements or endorsements thereto.

8.12 Additional Collateral. If, at any time, the value of all of the Trust Estate, based on an appraisal acceptable to Beneficiary, is not sufficient to establish a ratio between the total amount of the Obligations then due and owing and the value of all of the Trust Estate equal to or less than one hundred percent (100%), Trustor shall provide Beneficiary with such additional collateral as is necessary so that the total value of all collateral securing Trustor's performance of the Obligations is sufficient to establish a ratio between the total amount of the Obligations then due and owing and the value of all such collateral of no more than one hundred percent (100%).

8.13 Compliance With Laws. Trustor shall comply with all laws, ordinances,

regulations, easement agreements, covenants, conditions, and restrictions (including laws relating to hazardous wastes and/or protection of the environment, or species of plants or animals protected by federal, state, local or other law) affecting the Trust Estate. Trustor shall not cause, permit nor suffer any violation of any of the foregoing and shall pay all response costs, fees, or charges of any kind in connection therewith and defend, indemnify, and hold harmless Beneficiary with respect thereto.

8.14 Financial Statements. Trustor shall keep adequate books and records of account of the Trust Estate and its own financial affairs sufficient to permit the preparation of financial statements therefrom in accordance with generally accepted accounting principles. Beneficiary shall have the right to examine, copy and audit Trustor's records and books of account at all reasonable times. Trustor shall furnish to Beneficiary copies of its financial statements and other financial information satisfactory to Beneficiary at the time and in the manner provided in the Loan Agreement.

8.15 Inspections. Beneficiary, and its agents, representatives and employees, are authorized, but not obligated, to enter at any reasonable time upon the Real Property for the purpose of inspecting the same, and for the purpose of performing any of the acts it or Trustor is authorized to perform under the terms of this Trust Deed or any other Loan Document.

8.16 No Merger. If the Trust Estate is under any lease or any portion thereof which constitutes a part of the Trust Estate shall at any time become vested in one owner, this Trust Deed and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Trust Deed on the Trust Estate pursuant to the provisions of this Trust Deed, any leases or subleases then existing and created by Trustor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or subtenant.

#### ARTICLE 9 CONDEMNATION AWARDS

If the Trust Estate or any portion thereof should be taken or damaged by reason of any public improvement or condemnation proceeding, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefore, and shall be entitled at Beneficiary's option to commence, appear in, and prosecute in Beneficiary's own name any action or proceeding, and to make any compromise or settlement, in connection with such taking. Trustor shall promptly give notice to Beneficiary of any condemnation proceeding or any taking for public improvement. All such compensation, awards, damages, causes of action, proceeds, or other payments are hereby assigned to Beneficiary, which may, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or

without suit or before or after judgment), including reasonable attorney fees, incurred by Beneficiary in connection with such compensation, awards, damages, rights of action, proceeds, or other payments, release any and all moneys so received by Beneficiary or apply the same, or any portion thereof, on any of the Obligations (whether or not then due) secured by this Trust Deed. Beneficiary shall have no obligation to apply proceeds of condemnation to restore or repair damage to the Trust Estate regardless of whether such taking has a significant adverse impact on the operation of the remaining portion of the Trust Estate. Trustor shall execute and deliver to Beneficiary such further assignments of such compensation, awards, damages, causes of action, proceeds, or other payments as Beneficiary may from time to time require.

#### ARTICLE 10 ASSIGNMENT OF LEASES, RENTS AND INCOME

10.1 Assignment. Trustor hereby absolutely assigns to Trustee all right, title and interest of Trustor in and to all leases now existing or hereafter entered into by Trustor and demising the whole or any part of the Trust Estate, and does hereby further assign any and all rents, subrents, room rents and other amounts received for the use of any rooms in the Trust Estate, including the Improvements, and any and all room rental agreements and arrangements now owned or hereafter acquired, and all proceeds from such room rents, covering the Trust Estate or any portion thereof, now or hereafter existing or entered into, together with issues, royalties, income, profits and security deposits of and from the Trust Estate. Until the occurrence of an Event of Default, Trustor may, under a temporary revocable license granted hereby, collect and use all such rents, subrents, room rents, issues, royalties, income, and profits which become payable prior to default. Upon the occurrence of an Event of Default, Trustor's license to collect and use any of such proceeds shall immediately cease without further action by or on behalf of any party, and Beneficiary shall have the right, with or without taking possession of the Trust Estate, and either in person, by agent, or through a court-appointed receiver (Trustor hereby consents to the appointment of Beneficiary or Beneficiary's designee as such receiver), to sue for or otherwise collect all such rents, subrents, room rents, issues, royalties, income, and profits, including those past due and unpaid. Any sums so collected, after the deduction of all costs and expenses of operation and collection (regardless of the particular nature thereof and whether incurred with or without suit or before or after judgment), including reasonable attorney fees, shall be applied toward the payment of the Obligations. Such right of collection and use of such proceeds by Beneficiary shall obtain both before and after the exercise of the power of sale provisions of this Trust Deed, the foreclosure of this Trust Deed and throughout any period of redemption. The rights granted under this Section 10.1 shall in no way be dependent upon and shall apply without regard to whether all or a portion of the Trust Estate is in danger of being lost, removed, or materially injured, or whether the Trust Estate or any other security is adequate to discharge the obligations secured by this Trust Deed. Beneficiary's failure or discontinuance at any time to collect any of such proceeds shall not in any manner affect the right, power, and authority of Beneficiary thereafter to collect the same. Neither any provision contained herein, nor the Beneficiary's exercise of Beneficiary's right to collect such proceeds, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease, sublease, option, or other interest in the Trust Estate, or an assumption of liability under, or a subordination of the lien or charge of this Trust Deed to, any tenancy, lease, sublease, option, or other interest in the Trust Estate. All tenants, lessees, sublessees and other persons which have any obligation to make any

payment to Trustor in connection with the Trust Estate or any portion thereof are hereby authorized and directed to pay the rents, subrents, room rents, issues, royalties, income, and profits payable by them with respect to the Trust Estate, or any part thereof, directly to Beneficiary on the demand of Beneficiary. Beneficiary's receipt of such rents, subrents, room rents, issues, royalties, income, and profits shall be a good and sufficient discharge of the obligation of the tenant, lessee, sublessee, or other person concerned to make the payment connected with the amount so received by the Trustee.

10.2 Application of Payments. If at any time during the term of this Trust Deed Beneficiary receives or obtains a payment, installment, or sum which is less than the entire amount then due under the Note secured by this Trust Deed and under all other instruments further evidencing or securing the Obligations, then Beneficiary shall, except as provided otherwise in the Note and notwithstanding any instructions which may be given by Trustor, have the right to apply such payment, installment, or sum, or any part thereof, to such of the items or obligations then due from Trustor or to Beneficiary as Beneficiary may in Beneficiary's sole discretion determine.

10.3 No Waiver of Rights by Collection of Proceeds. The entering upon and taking possession of the Trust Estate or any portion of the Trust Estate or the collection of rents, subrents, room rents, issues, royalties, income, profits, proceeds of fire and other insurance policies, or compensation or awards for any taking or damaging of the Trust Estate, or the application or release thereof as aforesaid, shall not cure or waive any Event of Default or notice of default hereunder, shall not invalidate any act done pursuant to such notice of default, and shall not operate to postpone or suspend the obligation to make, or have the effect of altering the size of, any scheduled installments provided for in any of the Obligations secured by this Trust Deed.

10.4 Indemnification. Trustor shall indemnify, pay, protect, defend and hold Beneficiary harmless from and against all claims, demands, judgments, liabilities, actions, costs, and fees (including reasonable attorney fees) arising from or related to receipt by Beneficiary of the rents, subrents, room rents, issues, royalties, income and profit from the Trust Estate or any portion of the Trust Estate, except those liabilities arising from Beneficiary's own gross negligence and wilful misconduct.

10.5 Appointment of Receiver. Upon the occurrence of an Event of Default, Beneficiary shall be entitled without notice to Trustor to apply at any time to a court having jurisdiction thereof for the appointment of a receiver of the Trust Estate or any part thereof and of all rents, incomes, profits, issues and revenues thereof, from whatever source derived; and thereupon it is hereby expressly covenanted and agreed that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases; and said appointment shall be made by the court ex parte as a matter of strict right to Beneficiary, and without reference to the adequacy or inadequacy of the value of the Trust Estate, or to the solvency or insolvency of Trustor or any party defendant to such suit. Trustor hereby specifically waives the right to object to the appointment of a receiver as aforesaid and hereby expressly consents that

such appointment shall be made ex parte and without notice to Trustor as an admitted equity and as a matter of absolute right to Beneficiary. In order to maintain and preserve the Trust Estate and to prevent waste and impairment of its security, Beneficiary may, at its option, advance monies to the appointed receiver and all such sums advanced shall become secured Obligations and shall bear interest from the date of such advance at the delinquent rate specified in the Note or, if no delinquent rate is specified, then at the Note rate.

#### ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default. Fifteen (15) days after written notice from Beneficiary to Trustor for monetary defaults and thirty (30) days after written notice from Beneficiary to Trustor for non-monetary defaults, if such defaults are not cured within such fifteen (15) day or thirty (30) day periods, respectively, each of the following shall constitute an event of default under this Trust Deed (an "Event of Default"):

11.1.1 Failure to Make Payment. If Trustor shall fail to make any payment due and payable under the terms of the Note, this Trust Deed, or any other Loan Document.

11.1.2 Non-Monetary Default. Except as provided otherwise in Section 11.1.1 of this Trust Deed, Trustor's failure to observe and perform any of the terms, covenants, or conditions to be observed or performed in the Note, this Trust Deed or any other Loan Document.

11.1.3 Loan Agreement. Any Event of Default occurs under the Loan Agreement.

11.1.4 False Warranty. Any material representation or warranty of Trustor contained in the Note, this Trust Deed or any other Loan Document was untrue when made.

11.1.5 Insolvency, Etc. If (a) Trustor commences any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of Trustor or Trustor's debts under any law relating to bankruptcy, reorganization, or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for Trustor or for all or any substantial part of Trustor's property; (b) any guarantor of the Note commences any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of such guarantor or such guarantor's debts under any law relating to bankruptcy, reorganization, or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for such guarantor or for any substantial part of such guarantor's property; or (c) any such case, proceeding, or other action is commenced against either Trustor or any guarantor of the Note.

11.1.6 Failure to Pay Debts. Trustor fails to pay Trustor's debts as they become due, admits in writing Trustor's inability to pay Trustor's debts, or makes a general assignment for the benefit of creditors.

11.1.7 Failure to Perform Other Obligations. A default by Trustor under the terms of any other promissory note, deed of trust, security agreement, undertaking or arrangement between Trustor and Beneficiary now existing or entered into hereafter.

11.1.8 Cross Default. A default by Trustor under any other agreement or arrangement between the parties to the Note now existing or entered into hereafter.

11.2 Acceleration; Notice. Time is of the essence hereof. Upon the occurrence of any Event of Default under this Trust Deed, at Beneficiary's option and in addition to any other remedy Beneficiary may have under the Note, Beneficiary may declare all sums secured hereby immediately due and payable and elect to have the Trust Estate sold in the manner provided herein. In the event Beneficiary elects to sell the Trust Estate, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause the Trust Estate to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in the office of the County Recorder of the County wherein the Trust Estate is located. Beneficiary shall also deposit with Trustee the Note and all documents evidencing expenditures secured by this Trust Deed.

11.3 Exercise of Power of Sale. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Trust Estate on the date and at the time and place designated in the notice of sale, either as a whole or in separate parcels, and in such order as Beneficiary may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause deemed expedient and in accordance with applicable law, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than seventy-two hours beyond the day designated in the notice of sale, notice of the time, date and place of sale shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser a Trustee's Deed conveying the Property so sold, but without any covenant of warranty, express or implied. The recitals in the Trustee's Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (a) the costs and expenses of exercising the power of sale and of the sale, including the payment of Trustee's and attorney's fees and costs; (b) cost of any evidence of title procured in connection with such sale; (c) all sums expended under the terms hereof in conjunction with any default provision hereunder, not then repaid, with accrued interest at the rate then provided for in the Note; (d) all sums then secured by this Trust Deed, including interest and principal on the Note; and (e) the remainder, if any, to the person or persons legally entitled thereto, or Trustee, in Trustee's discretion, may deposit the balance of such proceeds with the County Clerk of the County wherein the Trust Estate is located.

11.4 Surrender of Possession. Trustor shall surrender possession of the Trust Estate to the purchaser immediately after the sale of the Trust Estate as provided in Section 11.3 of this Trust Deed, in the event such possession has not previously been surrendered by Trustor.

11.5 UCC Remedies. Notwithstanding anything to the contrary in Sections 11.3 and 11.4 of this Trust Deed, Beneficiary, with regard to all Personalty, including fixtures, chattels, equipment, inventory, and personal property, conveyed to Trustee under Section 1.2 of this Trust Deed, shall have the right to exercise, from time to time, any and all rights and remedies available to Beneficiary, as a secured party under the Idaho Uniform Commercial Code, and any and all rights and remedies available to Beneficiary under any other applicable law. Upon written demand from Beneficiary, Trustor shall, at Trustor's expense, assemble such fixtures, chattels, equipment, inventory, and personal property and make them available to Beneficiary at a reasonably convenient place designated by Beneficiary. Beneficiary shall have the right to enter upon any premises where the Personalty or records pertaining to the Personalty may be and take possession of the Personalty and records relating to the Personalty. Beneficiary may sell, lease or otherwise dispose of any or all of the Personalty and, after deducting the reasonable costs and out-of-pocket expenses incurred by Beneficiary, including, without limitation, (a) reasonable attorneys fees and legal expenses, (b) transportation and storage costs, (c) advertising of sale of the Personalty, (d) sale commissions, (e) sales tax, (f) costs for improving or repairing the Personalty, and (g) costs for preservation and protection of the Personalty, apply the remainder to pay, or to hold as a reserve against, the Obligations.

11.6 Foreclosure as a Mortgage. If an Event of Default occurs hereunder, Beneficiary shall have the option to foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including reasonable attorneys fees and costs in such amounts as shall be fixed by the court.

11.7 Receiver. If an Event of Default occurs, Beneficiary, as a matter of right and without regard to the interest of Trustor therein, shall have the right upon notice to Trustor to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate and Trustor hereby irrevocably consents to such appointment. Any such receiver or receivers shall have all the usual powers and duties of a receiver and shall continue as such and exercise all such powers until completion of the sale of the Trust Estate or the foreclosure proceeding, unless the receivership is sooner terminated.

11.8 No Remedy Exclusive. No remedy conferred upon or reserved to Beneficiary under this Trust Deed shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Trust Deed or any other Loan Document, or now or hereafter existing at law or in equity or by statute.

11.9 Rights upon Default. In making the Loan, Beneficiary has relied upon the rights available to Beneficiary under this Trust Deed upon the occurrence of an Event of Default, including, but not limited to, the rights to accelerate the payment of any and all amounts secured

by this Trust Deed, to sell the Property encumbered by this Trust Deed pursuant to the power of sale granted hereunder, the right to foreclose this Trust Deed as a mortgage, and the right to have a receiver appointed.

#### ARTICLE 12 GENERAL PROVISIONS

12.1 Notices. All notices shall be in writing and shall be deemed to have been sufficiently given or served when personally delivered, deposited in the United States mail, by registered or certified mail, or deposited with a reputable overnight mail carrier which provides delivery of such mail to be traced, addressed as follows:

Beneficiary: Zions First National Bank  
Real Estate Loan Department  
440 West Parrish Lane  
Centerville, Utah 84014  
Attention: Jarrod Murphy

Trustee: Pioneer Title Company  
610 S. Kimball Avenue  
Caldwell, Idaho 83605

Trustor: Brian W. Cooper  
2418 E. Locust Lane  
Nampa, Idaho 833686

Such addresses may be changed by notice to the other party given in the same manner provided in this Section 12.1.

12.2 Severability. If any provision of this Trust Deed shall be held or deemed to be or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions contained in this Trust Deed or render the same invalid, inoperative, or unenforceable to any extent whatever.

12.3 Amendments, Changes, and Modifications. This Trust Deed may not be amended, changed, modified, altered, or terminated without the written consent of Beneficiary.

12.4 Governing Law. This Trust Deed shall be governed exclusively by and construed in accordance with the applicable laws of the State of Utah. Notwithstanding the foregoing, the laws of the State of Idaho shall govern matters arising hereunder concerning the procedures for the exercise of remedies against the Property and enforcement of the Trust Deed.

12.5 Jurisdiction of Utah Courts. Trustor acknowledges that by execution and delivery of this Trust Deed, Trustor has transacted business in the State of Utah and Trustor hereby voluntarily submits to, consents to, and waives any defense to the jurisdiction of courts located in

the State of Utah as to all matters relating to or arising from this Trust Deed, with the exception of any foreclosure proceeding concerning property located in the State of Utah.

12.6 Interpretation. Whenever the context shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The section headings contained in this Trust Deed are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions hereof.

12.7 Binding Effect. This Trust Deed shall be binding upon Trustor and Trustor's successors and assigns. This Trust Deed shall inure to the benefit of Beneficiary, and Beneficiary's successors and assigns, and the holders of any of the Obligations secured hereby.

12.8 Waivers. No delay or failure to exercise any right or power accruing upon any Event of Default, including Beneficiary requiring strict performance by Trustor of any undertakings, agreements, or covenants contained in this Trust Deed, shall impair any such right or power or shall be construed to be a waiver thereof, including the right to demand strict compliance and performance, but any such right and power may be exercised from time to time and as often as may be deemed expedient. Any waiver by Beneficiary of any Event of Default under this Trust Deed shall not waive or affect any other Event of Default hereunder, whether such Event of Default is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, or covenants of Trustor under this Trust Deed, shall be deemed to have been waived by Beneficiary, unless such waiver is evidenced by an instrument in writing signed by an officer of Beneficiary and directed to Trustor specifying such waiver.

12.9 Successor Trustee. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of the county wherein the Property is located, a substitution of trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all the powers, duties, authority and title of Trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made in the manner provided by law.

12.10 Joint and Several Liability. All obligations of Trustor under this Trust Deed, if more than one party, are joint and several as between them. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the Note secured by this Trust Deed.

12.11 Acceptance of Trust. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of any pending sale under any other deed of trust or any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

12.12 Attorneys' Fees and Expenses. Trustor agrees to reimburse Beneficiary for any reasonable attorneys' fees and costs actually incurred by Beneficiary with respect to any bankruptcy or insolvency proceeding, or other action involving Trustor or any guarantor as a debtor. Trustor additionally agrees to pay all reasonable costs and out-of-pocket expenses,

12.17 Survival. All agreements, representations, warranties and covenants made by Trustor shall survive the execution and delivery of this Trust Deed, the filing and consummation of any bankruptcy proceedings, and shall continue in effect so long as any obligation to Beneficiary contemplated by this Trust Deed is outstanding and unpaid, notwithstanding any termination of this Trust Deed. All agreements, representations, warranties and covenants in this Trust Deed shall run with the land, shall bind the party making the same and its heirs and successors, and shall be to the benefit of and be enforceable by each party for whom made and their respective heirs, successors and assigns.

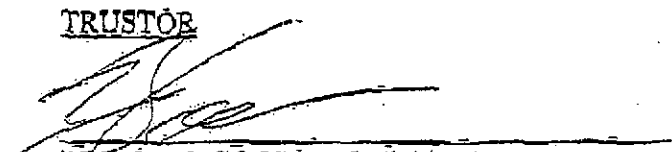
12.18 Reconveyance. Upon the payment in full of all sums and performances of all obligations secured by this Trust Deed, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Trust Deed and all notes evidencing indebtedness secured by this Trust Deed to Trustee. Trustor shall pay Trustee's fees and any other sums owing to it under this Trust Deed. Upon such request, Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay any and all costs of recordation, and Trustee's fees associated with the reconveyance, if any. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

12.19 Performance Under Trust Deed. Without affecting the liability of Trustor or of any other person who is or shall become bound by the terms of this Trust Deed or who is or shall become liable for the performance of any obligation secured hereby, Beneficiary may, in such manner, upon such terms, and at such times as it deems best, and without notice or demand, release any party now or hereafter liable for the performance of any such obligation, extend the time for such performance, accept additional security therefore, and alter, substitute, or release any property securing such performance. No exercise or non-exercise by Trustee or Beneficiary of any of its rights under this Trust Deed, no dealing by Trustee or Beneficiary with any person, firm, or corporation, and no change, impairment, loss, or suspension of any right or remedy of Trustee or Beneficiary shall in any way affect any of the obligations of Trustor hereunder, or any security furnished by Trustor, or give Trustor any recourse against Trustee or Beneficiary.

12.20 Defined Terms. Unless otherwise defined in this Trust Deed, capitalized terms used herein have the meanings given them in the Loan Agreement.

DATED: SEPTEMBER 9, 2005

TRUSTOR



BRIAN W. COOPER, Individually

STATE OF Idaho  
COUNTY OF ADA ) ss.

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of September 2005, by Brian W. Cooper.

NOTARY PUBLIC

My Commission Expires:

Residing At

RESIDING AT: STAR IDAHO  
COMMISSION EXPIRES: 3/17/2008

Glen V. Bennett

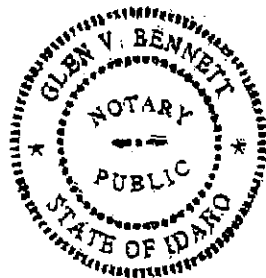


**EXHIBIT A**

**REAL PROPERTY DESCRIPTION**

The real property located in Canyon County, State of Idaho, and more particularly described as follows:

(SEE ATTACHED)

**Mansfield Parks Subdivision  
Home Owners Association**

*3973 S. Bell Court  
Nampa, Idaho 83686  
208-468-8715  
3/14/06*

State of Idaho  
Department of Water Resources  
Western Region  
2735 Airport Way  
Boise, Idaho 83705-5082

Attention: John Westra

Reference: Mansfield Park subdivision – Irrigation Water Right

Dear Sirs:

The following items are enclosed, as per the phone request from your office:

1. Sign off Water Rights statement and copy of deed from each of the owners for the eight lots in Mansfield Park Subdivision I.
2. Sign off Water Rights statement and copy of deed from Brian Cooper owner of the four lots in Mansfield Park Subdivision II.
3. Motion from the meeting of the homeowners association approving the process.

I hope with these documents you will be able to give to Mansfield Park Subdivision Home Owners Association the water rights for Mansfield I and II which is located at the well on Brian Coopers property (Mansfield Park Subdivision II) located near the Ridenbaugh Canal, as shown on the approved Canyon County Plot map.

Please contact me as soon as this meets with your approval.

Thank you for your efforts in our behalf.

Respectfully yours,



Anne C. Clarkson, Ph.D.  
President  
468-8715 Home  
371-4225 Cell

**Mansfield Parks Subdivision  
Home Owners Association**

*3973 S. Bell Court  
Nampa, Idaho 83686  
208-468-8715  
3/14/06*

**Purpose of Meeting**

A Mansfield Park Subdivision Home Owners Association Meeting was called 3/2/06 at 7P.M. Clarkson residence, for the purpose of discussing the water rights sign off to Mansfield Park Subdivision I & II Home Owners Association.

**Motion**

$\frac{3}{4}$  of the members were present and the motion was made and passed to approve the acceptance of the Water Rights for all the lots in Mansfield Park Subdivision I and the 4 Lots in Mansfield Park Subdivision II.

Respectfully submitted,

A handwritten signature in black ink that reads "Anne C. Clarkson". The signature is fluid and cursive, with the first name "Anne" being the most prominent part.

Anne C. Clarkson, Ph.D.  
President

I Amy Harris and Jody Harris  
Assign my Water Rights located at the well in Mansfield Park II that  
Brian Cooper owns, to Mansfield Park Home Owner's Association.

4/5/06

Homework  
Sitting 5

SEP 21 PM 7:20

BY Jim CANYON CITY RECORD

OC95823  
LEGAL: L2 B1 MANSFIELD PARK SUB PHASE 1

After Recording Return To:  
COUNTRYWIDE HOME LOANS, INC.  
MS SV-79 DOCUMENT PROCESSING  
P.O.Box 10423  
Van Nuys, CA 91410-0423

Prepared By:  
MAX T. ALLEN

[Space Above This Line For Recording Data]

HARRIS  
[Escrow/Closing #]

00010754575307005  
[Doc ID #]

## DEED OF TRUST

MIN 1001337-0000710144-0

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 21, 2005, together with all Riders to this document.

(B) "Borrower" is

JODY B HARRIS, AND AMY M HARRIS, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.

(C) "Lender" is

Countrywide Bank, a Division of Treasury Bank, N.A.

Lender is a NATL. ASSN.

organized and existing under the laws of THE UNITED STATES

Lender's address is

P.O. Box 10219, Van Nuys, CA 91410-0219

(D) "Trustee" is

FIDELITY NATIONAL TITLE INSURANCE CO

15661 REDHILL AVE STE 200 TUSTIN, CA 92780-

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated JULY 21, 2005. The Note states that Borrower owes Lender

THREE HUNDRED THOUSAND and 00/100

IDAHO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 1 of 11

IMP-BA(ID) (0005) CHL (08/00)(d) VMP MORTGAGE FORMS - (800)521-7291  
CONV/A

Initials:

*[Handwritten initials]*

Form 3013 1/01



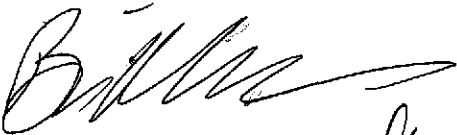
\* 2 3 9 9 1 \*



\* 1 0 7 5 4 5 7 5 3 0 0 0 0 2 0 0 6 A \*

I Brian E. Walker and Brenda Toke  
Assign my Water Rights located at the well in Mansfield Park II that  
Brian Cooper owns, to Mansfield Park Home Owner's Association.

3/2/06

  
Brenda Toke

RECORDATION REQUESTED BY:

**WHEN RECORDED MAIL TO:**

KM Construction Lending, LLC  
9436A Fairview Ave.  
Boise, Idaho 83704

**SEND TAX NOTICES TO:**

Brian and Brenda Walker  
1401 Aberdeen Ave.  
Nampa, Idaho 83686

---

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

---

## **CONSTRUCTION DEED OF TRUST**

**THIS DEED OF TRUST IS DATED April 6, 2005, among BRIAN WALKER AND BRENDA WALKER, Husband and Wife, whose address is 1401 Aberdeen Ave., Nampa, Idaho 83686 (referred to below as "Grantor"); KM CONSTRUCTION LENDING, LLC, whose address is 9436A Fairview Ave., Boise, Idaho 83704 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and PIONEER TITLE COMPANY OF CANYON COUNTY, whose address is 5680 E. Franklin, Suite 150, Nampa, Idaho 83686 (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, located in Canyon County, State of Idaho (the "Real Property"):

**Lot 1, Block 1, MANSFIELD PARK SUBDIVISION PHASE 1, Canyon County, Idaho, according to the plat filed in Book 34 of Plats, Page 14, records of said County**

The Real Property or its address is commonly known as: 3935 Bell Court, Nampa, Idaho 83686  
The property tax identification number for the Real Property is: R29530-100-0

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 Lender a Uniform Commercial Code security interest in the Rents and the Personal Property defined below.

**DEFINITIONS.** The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Beneficiary.** The word "Beneficiary" means KM Construction Lending, LLC, its successors and assigns. KM Construction Lending, LLC also is referred to as "Lender" in this Deed of Trust.

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

**Grantor.** The word "Grantor" means any and all persons and entities executing this Deed of Trust, including without limitation Brian and Brenda Walker.

**Guarantor.** The word "Guarantor" means and includes without limitation any and all guarantors, sureties, and accommodation parties in connection with the Indebtedness.

**Improvements.** The word "Improvements" means and includes without limitation 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 and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means KM Construction Lending, LLC, its successors and assigns.

**Note.** The word "Note" means the Note dated April 6, 2005, in the original principal amount of \$248,000.00 from Grantor to

I Phil Reed and John Reed  
Assign my Water Rights located at the well in Mansfield Park II that  
Brian Cooper owns, to Mansfield Park Home Owner's Association.

4-5-06  
~~3/2/06~~ Date

David Reed - (951) 757-1864

TETTYA Reed - (951) 757-1865

3974 BELL CT.

NAMPA, ID 83686

## DEED OF TRUST

MIN 100122200002449863

THIS DEED OF TRUST is made this 24th day of March, 2006, among the Grantor, TEHYA A. REED AND DAVID R. REED.

(herein "Borrower"),

FIRST AMERICAN TITLE INSURANCE CO.

(herein "Trustee"), and the Beneficiary,

Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

LEHMAN BROTHERS BANK, FSB

existing under the laws of the United States  
P.O. BOX 19656, IRVINE, CA 92623-9656

("Lender") is organized and  
, and has an address of

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of CANYON, State of Idaho:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HERETO AS EXHIBIT A.

which has the address of 3974 BELL CT

[Street],

NAMPA

[City], Idaho 83686

[Zip Code] (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Deed of Trust; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Deed of Trust.

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated March 24, 2006

and extensions and renewals thereof (herein "Note"), in the principal sum of

U.S. \$81,580.00, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2021; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

IDAHO - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT WITH MERS

BRIAN CLARKSON

SHANNON CLARKSON

I Brian Clarkson and Shannon Clarkson

**Assign my Water Rights located at the well in Mansfield Park II that  
Brian Cooper owns, to Mansfield Park Home Owner's Association.**

3/2/06

INSTRUMENT NO. 200524036

CC5560

## WARRANTY DEED

FOR VALUE RECEIVED Christopher R. Hayes, a married man, as his sole and separate property

the Grantor, does hereby grant, bargain, sell and convey unto

Brian K. Clarkson & Shannon Clarkson, husband & wife

the Grantees, whose address is 2232 E. Clarens St., Meridian, ID 83642

the following described premises, to-wit:

**LOT 7 BLOCK 1 MANSFIELD PARK SUBDIVISION PHASE 1, CANYON COUNTY, IDAHO, ACCORDING TO THE PLAT FILED IN BOOK 34 OF PLATS, PAGE 14, RECORDS OF SAID COUNTY.**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their/its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that he is the owner in fee simple of said premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 2003 and subsequent years, covenants, conditions, restrictions and easements of record; and that he will warrant and defend the same from all lawful claims whatsoever.

DATED: September 14, 2004

Christopher R. Hayes  
Christopher R. Hayes

STATE OF IDAHO

COUNTY OF CANYON

On this 20th day of September in the year 2004, before me, a Notary Public, personally appeared Christopher R. Hayes known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Paul Redburn  
Notary Public  
Residing at Malibu  
My commission expires 3/10/09

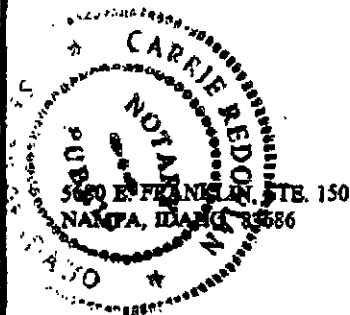
CANYON COUNTY RECORDER  
G. NOEL MALES  
2005 SEP 3 PM 4 16

RECORDED

200524036

PIONEER-CALDWELL

REQUEST 1  
TYPE Deed FEE 3-



PIONEER TITLE COMPANY  
OF CANYON COUNTY  
"CANYON OFFICE"

TEL. (208) 465-6655  
FAX. (208) 465-6556

MODE:F ACTION: PRESS {01 RETURN} TO VIEW ANOTHER ACCOUNT TRQK101  
 System User- PIONEER Date 03/15/2006 Time 17:01  
 REAL PROPERTY INQUIRY

=====

|                                    |    |        |      |
|------------------------------------|----|--------|------|
| 01 6R29530-106- -0 144-00 N SCH131 | 15 | 60,000 | 1.00 |
|------------------------------------|----|--------|------|

=====

CLARKSON, BRIAN K  
 & CLARKSON, SHANNON H/W

2232 E CLARENS ST  
 MERIDIAN ID 83642

=====

12-2N-2W NW MANSFIELD PARK PH 1 5464  
 LT 7 BLK 1

BELL CT, NA

=====

|       |        |      |
|-------|--------|------|
| TOTAL | 60,000 | 1.00 |
|-------|--------|------|

=====

SURVEY 200423240 INST 200524036  
 DRAIN DR VALUE APPR RET  
 CLASS REAP 04 MAN UNIT 0  
 PARCEL 6R054640010070 H/O N C/B N  
 PRIOR ACCOUNT 5R29530-106- -0  
 02 MH on Property NO  
 03 Traits 04 Companion Sheet

I Kimberly & Gary Laming and Kimberly & Gary Laming  
Assign my Water Rights located at the well in Mansfield Park II that  
Brian Cooper owns, to Mansfield Park Home Owner's Association.

3/2/06

A

PC 63200

INSTRUMENT NO.

200518813

CC Court House

CC5002

## WARRANTY DEED

FOR VALUE RECEIVED Paul J. Bushman and Stephanie Bushman,  
husband and wife

the Grantors, do hereby grant, bargain, sell and convey unto Gary D. Laming and Kimberly R.  
Laming, husband and wife

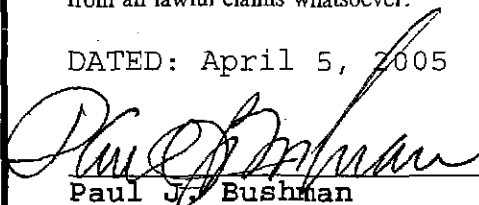
the Grantees, whose address is 3994 South Bell Court, Nampa, ID, 83686

the following described premises, to-wit:

Lot 6, Block 1, Mansfield Park Subdivision Phase 1, Canyon County,  
Idaho, according to the plat filed in Book 34 of Plats, Page 14,  
records of said County.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, heirs and assigns  
forever. And the said Grantor do hereby covenant to and with the said Grantees, that they the owners in fee simple of said  
premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 2005 and  
subsequent years, covenants, conditions, restrictions and easements of record; and that they will warrant and defend the same  
from all lawful claims whatsoever.

DATED: April 5, 2005

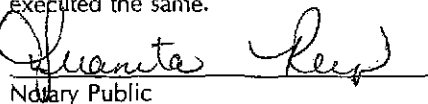
  
Paul J. Bushman

  
Stephanie Bushman

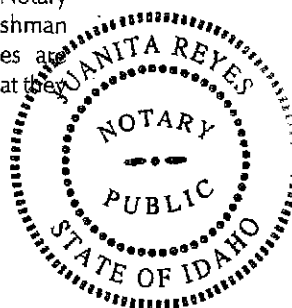
STATE OF Idaho

COUNTY OF Canyon

On this 6th day of April in the year 2005, before me, a Notary  
Public, personally appeared Paul J. Bushman and Stephanie Bushman  
known or identified to me to be the persons whose names are  
subscribed to the within instrument, and acknowledged to me that they  
executed the same.

  
Notary Public

Residing at Residing in Caldwell, Idaho  
My commission expires Commission expires 05-20-08



PIONEER TITLE COMPANY  
OF CANYON COUNTY  
"CANYON OFFICE"

5680 E. FRANKLIN, STE. 150  
NAMPA, IDAHO 83686

TEL. (208) 465-6655  
FAX. (208) 465-6556

200518818

RECORDED

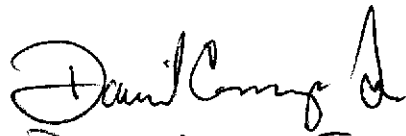
2005 APR 8 PM 4 37

GINOEL HALES  
CANYON CNTY RECORDER  
BY *Jackie Drum*

PIONEER-CALDWELL

REQUEST

TYPE Real FEE 60



I David Carranza Sr. and \_\_\_\_\_

**Assign my Water Rights located at the well in Mansfield Park II that  
Brian Cooper owns, to Mansfield Park Home Owner's Association.**

**3/2/06**

After Recording Return To:  
COUNTRYWIDE HOME LOANS, INC.  
MS SV-79 DOCUMENT PROCESSING  
P.O.Box 10423  
Van Nuys, CA 91410-0423

Prepared By:  
MIMI WILCOCK

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PC63053  
[Escrow/Closing #]

00010936814407005  
[Doc ID #]

## DEED OF TRUST

MIN 1000157-0005249568-2

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 14, 2005, together with all Riders to this document.

(B) "Borrower" is

DAVID CARRANZA, A MARRIED MAN AS HIS SOLE & SEPARATE PROPERTY

Borrower is the trustor under this Security Instrument.

(C) "Lender" is

COUNTRYWIDE HOME LOANS, INC.

Lender is a CORPORATION

organized and existing under the laws of NEW YORK

Lender's address is

4500 Park Granada, Calabasas, CA 91302-1613

(D) "Trustee" is

FIDELITY NATIONAL TITLE INSURANCE CO.

P.O. BOX 32695, PHOENIX, AZ 85064

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated JULY 14, 2005. The Note states that Borrower owes Lender

THREE HUNDRED THIRTY FIVE THOUSAND ONE HUNDRED SEVENTY FIVE and 00/100

IDAHO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 1 of 11

Initials: *DC VC*

IMP-6A(ID) (0005)

CHL (08/00)(d)

VMP MORTGAGE FORMS - (800)521-7291

Form 3013 1/01

CONV/VA



\* 2 3 9 9 1 \*



\* 1 0 9 3 6 8 1 4 4 0 0 0 0 2 0 0 6 A \*

March 2nd, 2006

We, Kevin and Melissa Detweiler, lot 4, block 1 of Mansfield Park Subdivision phase 1;  
hereby grant our water rights to the Mansfield HOA.

Kevin Detweiler  
Melissa Detweiler

Handwritten signatures of Kevin and Melissa Detweiler. The signature for Kevin is a stylized 'K' with a horizontal line. The signature for Melissa is a cursive 'Melissa Detweiler'.

CC3993

INSTRUMENT NO. 200453406

## WARRANTY DEED

FOR VALUE RECEIVED Christopher R. Hayes, a married man, as his sole and separate property

the Grantor, does hereby grant, bargain, sell and convey unto

Kevin Detweiler and Melissa A. Detweiler, husband & wife

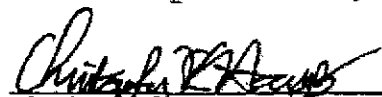
the Grantees, whose address is 601 S. BlueHeron Way, Nampa, ID 83686

the following described premises, to-wit:

LOT 4 BLOCK 1 MANSFIELD PARK SUBDIVISION PHASE 1, CANYON COUNTY, IDAHO, ACCORDING TO THE PLAT FILED IN BOOK 34 OF PLATS, PAGE 14, RECORDS OF SAID COUNTY.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their/its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that he is the owner in fee simple of said premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 2003 and subsequent years, covenants, conditions, restrictions and easements of record; and that he will warrant and defend the same from all lawful claims whatsoever.

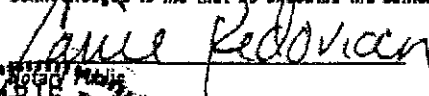
DATED: September 14, 2004

  
Christopher R. Hayes

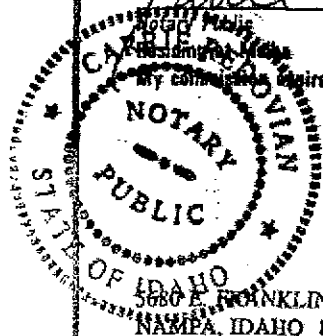
STATE OF IDAHO

COUNTY OF CANYON

On this 20<sup>th</sup> day of September in the year 2004, before me, a Notary Public, personally appeared Christopher R. Hayes known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



My commission expires 3/10/09



5080 E. FRANKLIN, STE. 150  
NAMPA, IDAHO 83686

2004 SEP 24 PM 3 48  
RECORDED  
CANYON COUNTY RECORDER  
BY C. McLaughlin  
dp

200453406

REQUEST PIONEER-NAMPA  
TYPE Deed FEE 5.00

PIONEER TITLE COMPANY  
OF CANYON COUNTY  
"CANYON OFFICE"

TEL. (208) 465-6655  
FAX. (208) 465-6556

I Melvin M Clarkson and Anne C Clarkson  
Assign my Water Rights located at the well in Mansfield Park II that  
Brian Cooper owns, to Mansfield Park Home Owner's Association.

3/2/06

Melvin M Clarkson  
Anne C. Clarkson

Return To:

SYRINGA BANK  
1299 NORTH ORCHARD STREET  
BOISE, IDAHO 83705  
Attn.: SHIPPING DEPT./DOC. CONTROL  
Prepared By:

[Space Above This Line For Recording Data]

## DEED OF TRUST

MIN 1003678-0000000092-5  
MERS TELEPHONE: (888) 679-6377

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(B) "Borrower" is MELVIN M. CLARKSON and ANNE C. FOX-CLARKSON husband and wife. Borrower is the trustor under this Security Instrument.

(C) "Lender" is SYRINGA BANK, an IDAHO corporation. Lender is a corporation organized and existing under the laws of the State of IDAHO. Lender's address is 1299 NORTH ORCHARD STREET, BOISE, IDAHO 83705.

(D) "Trustee" is PIONEER TITLE COMPANY OF CANYON COUNTY.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated March 23, 2005. The Note states that Borrower owes Lender One Hundred Ninety Nine Thousand Nine Hundred Twenty And 00/100 Dollars (U.S. \$ 199,920.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2020.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

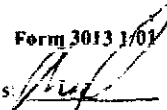
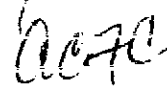
(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

IDAHO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 1 of 15

idcmertd

Form 3013 1/01

Initials:   


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SYRINGA BANK  
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BOISE, IDAHO 83705  
Attn.: SHIPPING DEPT./DOC. CONTROL  
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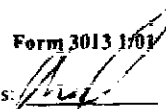
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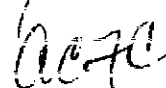
IDAHO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

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idcmertd

Form 3013 1/01

Initials: 



1

03 49

NW NW

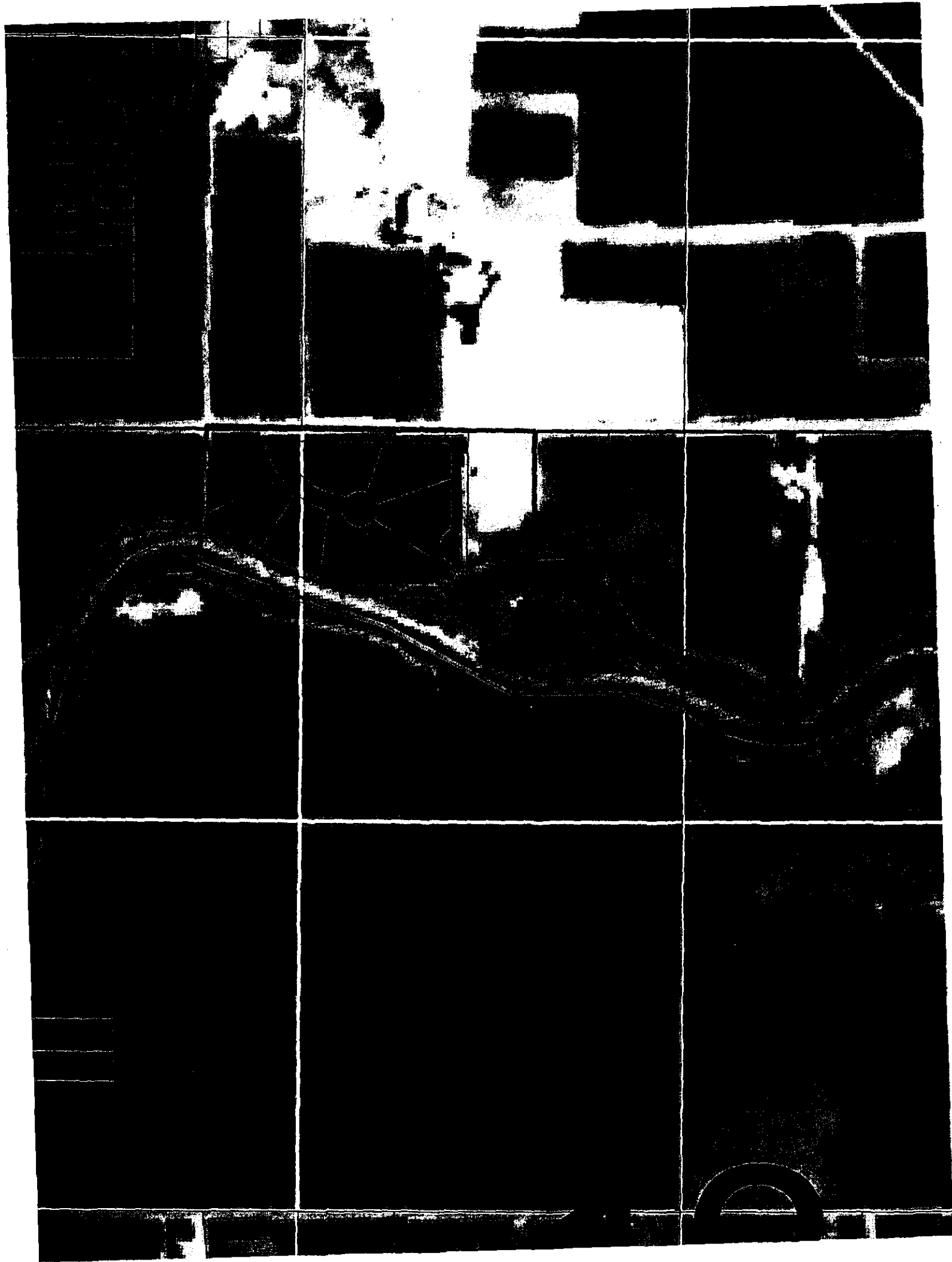
NENW

NO  
WATER RT  
APPURTENANT  
UNDER 03-8944

12

13

NOT RECORDED





12a

32' 30"

420

61a

81a

1000/1a

MICROFILMED  
1992