



Idaho Department of Water Resources

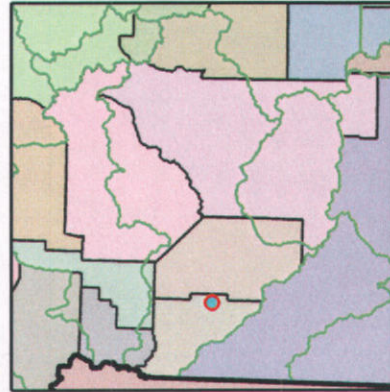
SRBA Recommendation:

63-32986

(Irrigation)

Legend

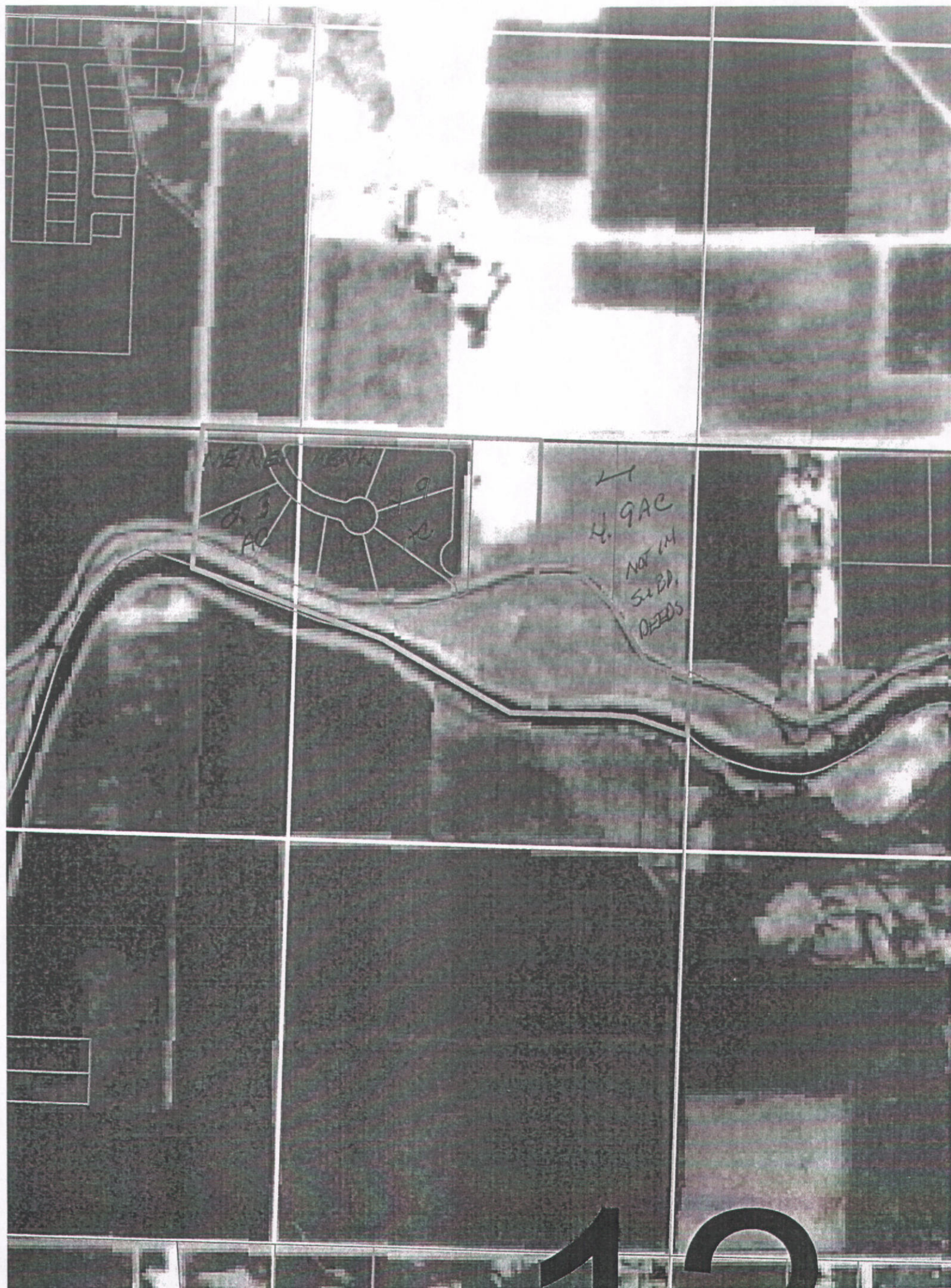
-  Point of Diversion
-  Place of Use
-  Townships
-  PLS Sections
-  Quarter Quarters



Canyon County
IDWR Basin 63

Prepared by S. Egbert
On Friday, March 7, 2008
1987/88 Aerial Photography







4021
32' 30"

4020

4019

4018

4017

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 63-32986
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)

MILDRED KRAJNIK Phone: (208)466-1428
RT 3 BOX 3820
NAMPA ID USA 83651

LYNN KRAJNIK Phone:
RT 3 BOX 3820
NAMPA ID USA 83651

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			CountyType
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	0.65	212.85

7. Total Quantity Appropriated is:

0.65 C.F.S. and/or 212.85 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	1	SW	SW	IRRIGATION	29
					Section Acres	29
02N	02W	12	NW	NW	IRRIGATION	13.7
			NE	NW	IRRIGATION	4.6
					Section Acres	18.3
					Total Acres	47.3

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 63-32314 .

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 63-32314
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)

MILDRED KRAJNIK Phone: (208)466-1428
RT 3 BOX 3820
NAMPA ID USA 83651

LYNN KRAJNIK Phone:
RT 3 BOX 3820
NAMPA ID USA 83651

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	0.66	215.1

7. Total Quantity Appropriated is:

0.66 C.F.S. and/or 215.1 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	1	SW	SW	IRRIGATION	29
					Section Acres	29
02N	02W	12	NE	NW	IRRIGATION	5.1
			NW	NW	IRRIGATION	13.7
					Section Acres	18.8
					Total Acres	47.8

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 5297
Received By: JWC

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 of	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 Krajnib 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 Carter
Notary Public

Seal

Residing at Boise Id
My Commission Expires 4/2/94

IDAHO DEPARTMENT OF WATER RESOURCES
WESTERN REGION
2735 Airport Way
Boise, Idaho 83705-5082

RETURN SERVICE
REQUESTED

PRESORTED
FIRST CLASS



UNITED STATES POSTAGE
\$00.312
02 1M
0004227270 MAR 07 2008
MAILED FROM ZIP CODE 83702

RECEIVED

MAR 11 2008

WATER RESOURCES
WESTERN REGION

Handwritten initials: *WRS*

Handwritten number: *63-32986*

MILDRED KRAJNICK
LYNN KRAJNICK
RT 3 BOX 3820
NAMPA ID 83651

NIXTE

SEP DEC 1

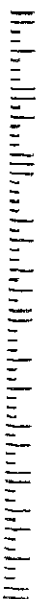
BO 03/09/08

RETURN TO SENDER
NO SUCH STREET
UNABLE TO FORWARD

BO: 83705508235

*0636-03515-07-40

63651 83705508235 1



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

RIGHT NUMBER: 63-32986

NAME AND ADDRESS: MILDRED KRAJNIK
RT 3 BOX 3820
Nampa ID 83651

LYNN KRAJNIK
RT 3 BOX 3820
Nampa ID 83651

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.650 CFS
212.850 AFY

PRIORITY DATE: 10/05/1977

POINT OF DIVERSION:

T02N R02W S12 NWNEW 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	0.650 CFS 212.85 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 in CANYON County

T02N R02W S01	SWSW	29.00	T02N R02W S12	NENW	4.60
T02N R02W S12	NWNW	13.70			

47.3 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 63-32314 .

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)
)
_____)

Water Rights: 63-32314 (Split)
63-32986 & 63-32987
**NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING**

IDWR has completed the following administrative proceeding:

- ☐ Address change
- XX Substitution of Party
- ☐ IC § 42-222 transfer
- ☐ Point of diversion ☐ Place of use
- ☐ Period of use ☐ Nature of use
- ☐ Split of water right ☐ Change in ownership
- ☐ Other
- ☐ IC § 42-219 license

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Report(s)* for said water right(s). No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: March 7, 2008



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on March 7, 2008, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
P.O. Box 2707
Twin Falls, ID 83303-2707

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

2. Copies to:

Clive Strong
Office of the Attorney General
P.O. Box 44449
Boise, ID 83711-4449

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

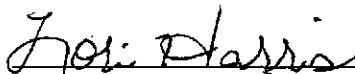
3. Copies to all parties to the subcase:

Mildred Krajnik
Lynn Krajnik
Rt 3 Box 3820
Nampa ID 83651

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

Mansfield Park Homeowners Association
c/o Anne C. Clarkson
3973 S. Bell Ct.
Nampa ID 83686

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile


Signature of person mailing this document



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

March 7, 2008

MILDRED KRAJNIK
LYNN KRAJNIK
RT 3 BOX 3820
NAMPA ID 83651

Re: Original Water Right No. 63-32314

Renumbered to Water Right Nos. 63-32986

Dear Mildred & Lynn:

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

When a portion of the original water right has been conveyed to another and the original right has been split, then the original right number is renumbered to represent each split. Each split contains only the portion of the original right for each separate owner. The above referenced new water right number reflects your remaining portion of the original right after the change of ownership. Enclosed is a copy of this new water right for your records. Please refer to your new number when corresponding with our office. Also enclosed is a copy of the Notice of Completed Administrative Proceedings, which has been sent to the SRBA Court as notification of this change.

If you have any questions concerning this ownership change, or the enclosed copy, please feel free to contact this office.

Sincerely,

Lori Harris
Technical Records Specialist 2
Adjudication Section
Western Region Office

LH:1
Enclosures



Idaho Department of Water Resources

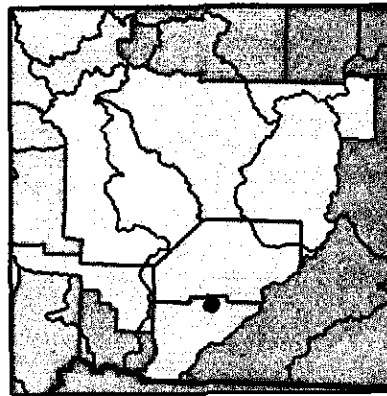
SRBA Recommendation:

63-32986

(Irrigation)

Legend

- ⊙ Point of Diversion
- Place of Use
- Townships
- PLS Sections
- Quarter Quarters



Canyon County
IDWR Basin 63

Prepared by S. Egbert
On Friday, March 7, 2008
1987/88 Aerial Photography

R02W



T02N



0.4 Miles

0.2

0

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

RECEIVED

JAN 06 2009

WATER RESOURCES
WESTERN REGION

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

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 Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication 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 83686
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 (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 (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (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 (cubic feet per second or acre-feet per annum)	Description (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 _____

6. You may have purchased only a portion of the water right(s) held by the seller. If this 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. For each water right requiring a split between owners, fill in the appropriate spaces in the box(es) at Item 6. Copy the page as many times as necessary to fully describe each water right after the change. Include documentation as necessary to describe nonstandard agreements or arrangements regarding division of the water right(s). If the water right(s) will not be split, skip Item 6 and go to Item 7.
7. The new owner(s) must sign the form in the space(s) provided at Item 7. If an "and" connector is used at Item 4, all parties must sign this form. If an "and/or" or "or" connector is used, all parties may sign; however, only one of the named parties is required to sign. If someone other than the owner signs the notice, evidence of authority to sign for the owner must be attached. If the new owner is a corporation or other organization, the person signing the notice must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.
8. The Legislature has waived the fee to file a Notice of Change in Water Right Ownership for any water right pending in a general water right adjudication such as the Snake River Basin Adjudication. This waiver ends when a partial decree is issued for the water right that has been claimed. For water rights not pending in a general adjudication, the filing fee is \$25 per water right, except for those water rights which will be divided as a result of the change in ownership. The filing fee for division of a water right is \$100 per water right to be divided. When complete, you should retain a copy and return the original form to the IDWR office nearest you.

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450

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

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033



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

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[State of Idaho Home Page](#)

Comments, questions or suggestions can be emailed to: 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 KRAJNICK
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 9th
day of MARCH, 1989.

Acting Director

Norman Young

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

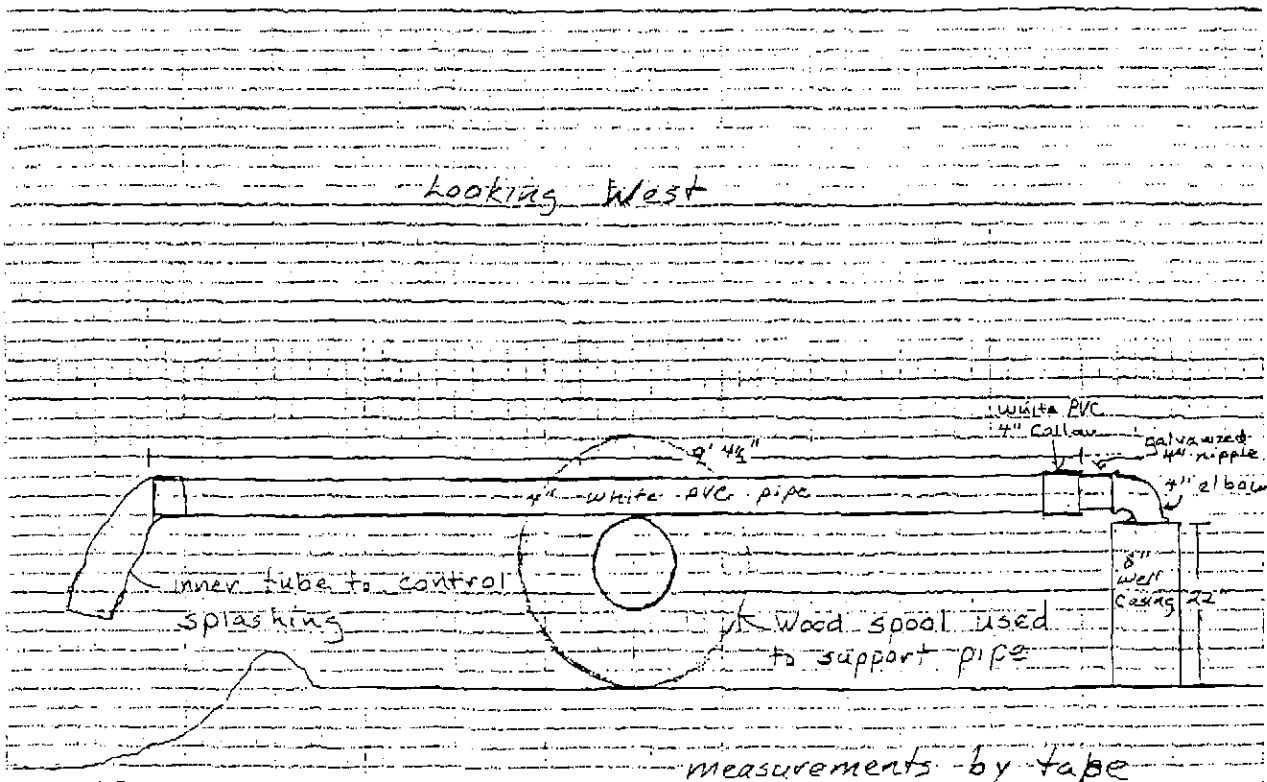
1. Owner: Lynn Krajnik Permit No. 63-8944
Current Address: Rt 3 Box 3820, Nampa, ID 83451 Phone No. 466-1428
2. Accompanied by: Lynn Krajnik EXAM. DATE: 6-25-87
Address: same as above Phone No. 466-1428
Relationship to Permit Holder: owner
3. Source: Groundwater tributary to _____

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

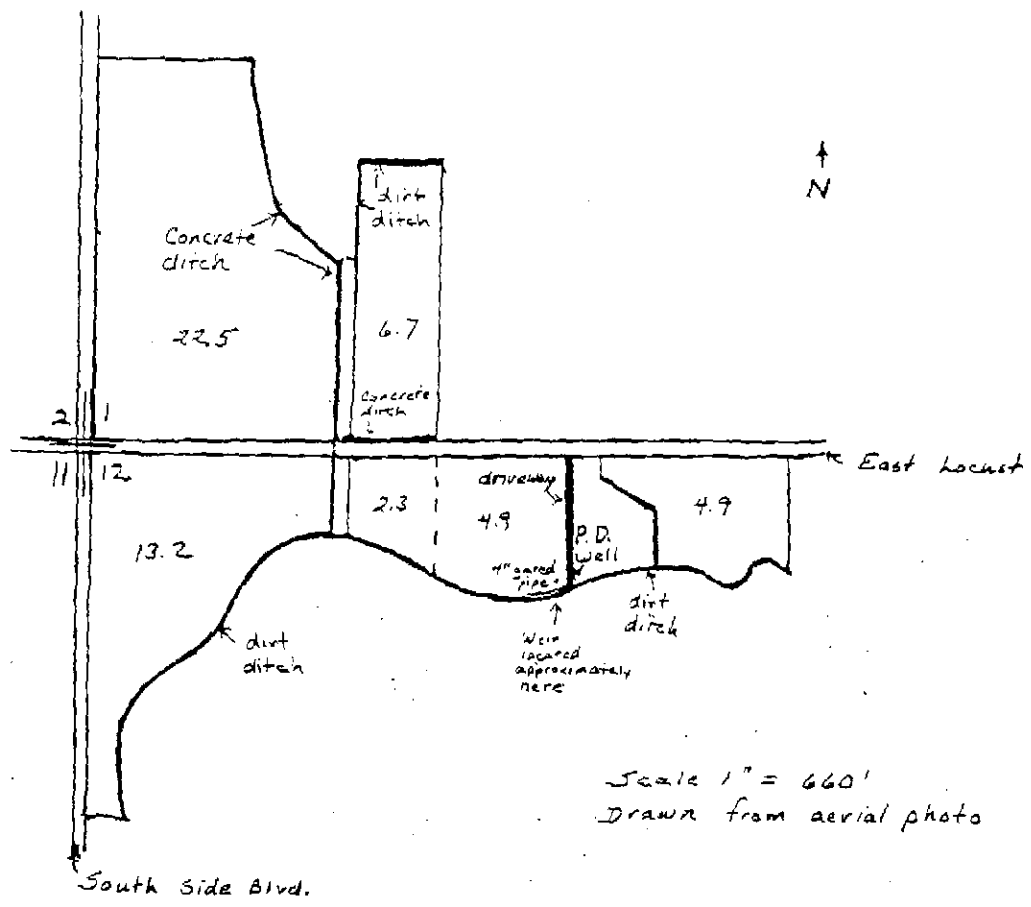
1. Diversion System Diagram: Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☒ Alternative diagram attached also



Scale: 1" = 2'

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

T. 2 N



Scale 1" = 660'
Drawn from aerial photo

R. 2 W

PRESSURE IRRIGATION SYSTEM

Mansfield Park Subdivision

PROPOSED DELIVERY SCHEDULE FOR WELL SOURCE WATER

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

**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 I 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 Personalty, 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 Personalty 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, remove, damage, demolish, or structurally alter any of the Improvements and in good and workmanlike manner any Improvement or that insurance proceeds are applied by Beneficiary to the restoration of the Trust Estate in good and workmanlike manner any of the Improvements or any portion thereof, which is damaged or destroyed; (c) comply at all times with all laws, ordinances, regulations, covenants, and restrictions in any manner affecting the Trust Estate; (d) not permit any act upon the Trust Estate in violation of law; and (e) do all acts which by their nature or the character or use of the Trust Estate may be reasonably necessary to maintain and preserve the Trust Estate for the same, the specific enumeration herein not excluding the general.

ARTICLE 5 INSURANCE

5.1: Insurance. Trustor shall secure and maintain the following insurance on the Trust Estate and in connection with the construction of the Trust Estate: (a) builder's risk insurance; (b) multi-peril property insurance; (c) public liability insurance; (d) flood insurance (unless Trustor provides satisfactory evidence 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 (e) such other insurance as may be required by the Loan Agreement or by the Department of Housing and Urban Development. 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 deductibles and insurer. All such policies of insurance shall be maintained in force and the Beneficiary shall be named as 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 injury to 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 interests 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 of the property conveyed under this Trust Deed.

ARTICLE 6 INDEMNIFICATION

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

6.1.1 General Indemnification. Trustor shall indemnify and hold Beneficiary harmless from any and all losses, damages, claims, suits, debts, obligations, or 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 gross negligence or willful misconduct. If Beneficiary enforces any of the terms, covenants or conditions of this Trust Deed or of the Note, or of any of the terms, covenants, or conditions, or hereby, 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 without regard to whether any action is prosecuted against Trustor or not. If Trustor breaches any term, covenant or condition of this Trust Deed, Beneficiary may employ an attorney or attorneys to protect Beneficiary's interests, and in the event of such employment following any breach of Trustor, Trustor shall pay Beneficiary reasonable attorneys' fees and costs actually incurred by Beneficiary in connection with such employment. If Beneficiary commences any action against Trustor by reason of such material breach, Trustor shall pay Beneficiary reasonable attorneys' fees and costs actually incurred by Beneficiary in connection with such action.

6.1.2 Mechanics Liens. If Beneficiary or the Property is held liable or could be held liable for, or is subject to any losses, damages, claims, suits, debts, obligations, or 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, fixture, or improvement on the Property, then Trustor shall indemnify, defend and hold Beneficiary harmless from all losses, damages, claims, suits, debts, obligations, or liabilities, or expenses arising therefrom, including reasonable attorneys' fees and costs.

6.1.3 Hazardous Materials. Trustor hereby indemnifies, defends, and holds harmless (by counsel of Beneficiary's choice) Beneficiary, its directors, officers, employees, agents, successors and assigns from and against any and all losses, damages, claims, suits, debts, obligations, or liabilities, fines, penalties, charges, administrative and judicial proceedings, and 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 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 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.

3.4 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
Tristor:	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. Tristor acknowledges that by execution and delivery of this Trust Deed, Tristor has transacted business in the State of Utah and Tristor 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,

including, without limitation, (a) reasonable attorneys fees and legal expenses, (b) transportation and storage costs, (c) advertising of sale of the Trust Estate, (d) sale commissions, (e) sales tax, (f) costs for improving or repairing the Trust Estate, and (g) costs for preservation and protection of the Trust Estate, incurred by Beneficiary in obtaining possession of Trust Estate, storage and preparation for sale, sale or other disposition, and otherwise incurred in foreclosing upon the Trust Estate. Any and all such costs and out-of-pocket expenses shall be payable by Trustor upon demand, together with interest thereon from the date of the advance until repaid, both before and after judgment, at the rate provided in the Note.

Regardless of any breach or default, Trustor agrees to pay all expenses, including reasonable attorneys fees and legal expenses, incurred by Beneficiary in any bankruptcy proceedings of any type involving Trustor, the Trust Estate, or this Trust Deed, including, without limitation, expenses incurred in modifying or lifting the automatic stay, determining adequate protection, use of cash collateral, or relating to any plan of reorganization.

12.13 Request for Notice. Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at the address for Trustor specified in Section 12.1 of this Trust Deed.

12.14 Release. In recognition of Beneficiary's right to have all its attorneys fees and expenses incurred in connection with this Trust Deed secured by the Trust Estate, notwithstanding payment in full of the obligations secured by the Trust Estate, Beneficiary shall not be required to release, reconvey, or terminate any security interest or lien in or on the Trust Estate unless and until Trustor and all guarantors have executed and delivered to Beneficiary general releases in form and substance satisfactory to Beneficiary.

12.15 Limitation on Damages. Beneficiary and its officers, directors, employees, representatives, agents, and attorneys, shall not be liable to Trustor or any Guarantor for consequential, special, or other non-compensatory damages arising from or relating to any breach of contract, tort, or other wrong in connection with or relating to this Trust Deed or the Trust Estate regardless of whether Beneficiary may have been advised of the possibility of such damages.

12.16 Preferential Transfers. If the incurring of any debt by Trustor or the payment of any money or transfer of property to Beneficiary by or on behalf of Trustor or any Guarantor should for any reason subsequently be determined to be "voidable" or "avoidable" in whole or in part within the meaning of any state or federal law (collectively "voidable transfers"), including, without limitation, fraudulent conveyances or preferential transfers under the United States Bankruptcy Code or any other federal or state law, and Beneficiary is required to repay or restore any voidable transfers or the amount or any portion thereof, or upon the advice of Beneficiary's counsel is advised to do so, then, as to any such amount or property repaid or restored, including all reasonable costs, expenses, and attorneys fees of Beneficiary related thereto, the liability of Trustor and Guarantor, and each of them, and this Trust Deed, shall automatically be revived, reinstated and restored and shall exist as though the voidable transfers had never been made.

including, without limitation, (a) reasonable attorneys fees and legal expenses, (b) transportation and storage costs, (c) advertising of sale of the Trust Estate, (d) sale commissions, (e) sales tax, (f) costs for improving or repairing the Trust Estate, and (g) costs for preservation and protection of the Trust Estate, incurred by Beneficiary in obtaining possession of Trust Estate, storage and preparation for sale, sale or other disposition, and otherwise incurred in foreclosing upon the Trust Estate. Any and all such costs and out-of-pocket expenses shall be payable by Trustor upon demand, together with interest thereon from the date of the advance until repaid, both before and after judgment, at the rate provided in the Note.

Regardless of any breach or default, Trustor agrees to pay all expenses, including reasonable attorneys fees and legal expenses, incurred by Beneficiary in any bankruptcy proceedings of any type involving Trustor, the Trust Estate, or this Trust Deed, including, without limitation, expenses incurred in modifying or lifting the automatic stay, determining adequate protection, use of cash collateral, or relating to any plan of reorganization.

12.13 Request for Notice. Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at the address for Trustor specified in Section 12.1 of this Trust Deed.

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STATE OF Idaho
COUNTY OF Ada ss.

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

NOTARY PUBLIC

My Commission Expires:

Residing At

RESIDING AT: STAR, IDAHO
COMMISSION EXPIRES: 3/17/2009

[Signature]

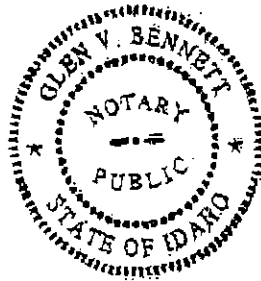


EXHIBIT A

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

¾ 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 letters of the first and last names being capitalized and prominent.

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

Former HCU
Sally 3

REC'D FEB 24 PM 7 20

CANYON CITY RECORD
BY Bill

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

VMP -8A(1D) (0005) CHL (08/00)(d) VMP MORTGAGE FORMS - (800)521-7291
CONV/YA

Initials:

Form 3013 1/01

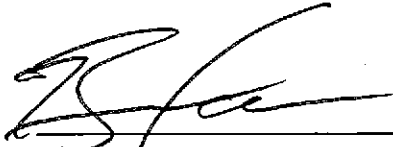


* 2 3 9 9 1 *



* 1 0 7 5 4 5 7 5 3 0 0 0 0 2 0 0 8 *

Brian Cooper Hereby assign my water rights that I own
on the well in Mansfield Park Subdivision #2 near the Ridenbaugh irrigation ditch
to the Mansfield Park Homeowner's Association.


Signature

3-12-06
Date

Signature

Date

PC67187



A Pioneer Company
PIONEER TITLE COMPANY
OF ADA COUNTY
8151 W. Rifleman Ave. / Boise, Idaho 83704
(208) 377-2700

PIONEER-CALDWELL
REQUEST
TYPE Fee FEE 9:

NOEL HALE
CANYON CITY RECORD
BY Jack Alburn

2005 SEP 13 PM 4 27

RECORDED

200557542

WARRANTY DEED

For Value Received

Charles Kraus and Pat A. Kraus, husband and wife

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

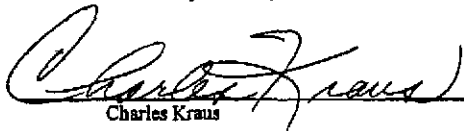
Brian W. Cooper, a married man as his sole and separate property

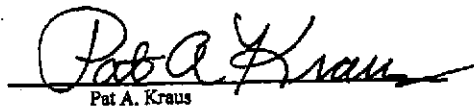
hereinafter referred to as Grantee, whose current address is 3973 S Bell Court, Nampa, Idaho 83686
the following described premises, to-wit:

SEE ATTACHED "EXHIBIT A"

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: September 9, 2005

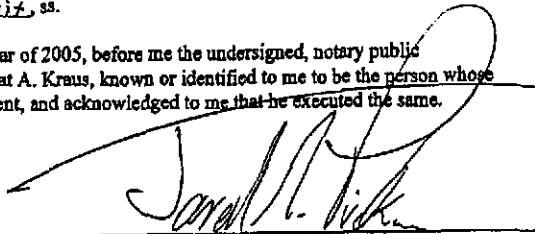

Charles Kraus


Pat A. Kraus

STATE OF Colorado, County of Summit, ss.

On this 12th day of September, in the year of 2005, before me the undersigned, notary public personally appeared Charles Kraus and Pat A. Kraus, 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.

JARED N. PICKEN
NOTARY PUBLIC, STATE OF COLORADO



Notary Public of Colorado

Residing

100 N. Park Ave Ste 10-B, Boulder, CO 80424 at

Commission

expires:

September 20, 2005

PC 67187

Exhibit "A"

That portion of the North One-Half of the Northwest Quarter of Section 12, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, lying North and West of the New York Canal and more particularly describes as follows:

BEGINNING at a point on the North boundary of the Northwest Quarter of said Section 12, said point being 747.27 feet West of the North One Quarter corner, thereof, the Real Point of Beginning; thence

South 89° 55' 51" East, 224.26 feet, along the said North boundary to a point; thence

South 00° 14' 42" West, 439.81 feet, along a line formerly described as parallel with the East boundary of the said Northwest Quarter, to a point on the centerline of the Ridenbaugh Canal; thence along the said centerline of the Ridenbaugh Canal

North 85° 00' 43" East, 63.43 feet to a point of curve; thence

Southeasterly 221.88 feet, along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 63° 33' 47" and a long chord which bears South 63° 12' 24" East, 210.67 feet to a point; thence

South 31° 25' 34" East, 141.35 feet to a point of curve

Southeasterly 130.32 feet, along a curve to the left, said curve having a radius of 190.00 feet, a central angle of 39° 17' 59" and a long chord which bears South 51° 04' 30" East, 127.78 feet to a point; thence

South 70° 43' 29" East, 96.30 feet to a point on the East boundary of the said Northwest Quarter; thence

South 00° 14' 38" West, 174.65 feet, along said East boundary, to a point on the centerline of the New York Canal; thence along the said centerline of the New York Canal

North 75° 02' 33" West, 197.89 feet; thence

North 87° 05' 02" West, 79.82 feet; thence

South 86° 42' 44" West, 199.36 feet; thence

North 85° 10' 37" West, 117.86 feet; thence

North 65° 41' 52" West, 154.38 feet; thence

North 60° 46' 19" West, 321.57 feet; thence

North 76° 54' 39" West, 239.69 feet; thence

North 71° 19' 53" West, 313.44 feet; thence

North 63° 16' 06" West, 135.70 feet; thence leaving said centerline of the New York Canal

North 00° 14' 42" East, 98.56 feet to a point on the centerline of the Ridenbaugh Canal; thence

Easterly along the said centerline of the Ridenbaugh Canal to a point that is South 00° 14' 42" West from the Real Point of Beginning; thence

North 00° 14' 42" East; 500 feet, more or less, to the REAL POINT OF BEGINNING.

(continued)

TOGETHER WITH an easement for ingress/egress and utilities over the following described property:

That portion of the North One-Half of the Northwest Quarter of Section 12, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, lying North of the Ridenbaugh Canal and more particularly describes as follows:

BEGINNING at a point on the North boundary of the Northwest Quarter of said Section 12, said point being 807.27 feet West of the North One Quarter corner, thereof, the Real Point of Beginning; thence

South 89° 55' 51" East, 60.00 feet, along the said North boundary to a point; thence

South 00° 14' 42" West, 500 feet, more or less, along a line formerly described as parallel with the East boundary of the said Northwest Quarter, to a point on the centerline of the Ridenbaugh Canal; thence

Westerly, along the said centerline of the Ridenbaugh Canal, to a point that is South 00° 14' 42" West from the REAL POINT OF BEGINNING; thence

North 00° 14' 42" East; 520 feet, more or less, to the REAL POINT OF BEGINNING.

AND ALSO TOGETHER WITH

That portion of the North one-half of the Northwest Quarter of Section 12, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

BEGINNING at a point on the North boundary of the Northwest Quarter of said Section 12, said point being 747.27 feet West of the North Quarter corner, thereof, the REAL POINT OF BEGINNING; thence

North 89° 55' 51" West a distance of 902.24 feet to a point; thence

South 01° 51' 17" West a distance of 360.2 feet to a point on the centerline of the Ridenbaugh Canal; thence

Easterly along the said centerline of the Ridenbaugh Canal to a point that is

South 00° 14' 42" West from the REAL POINT OF BEGINNING; thence

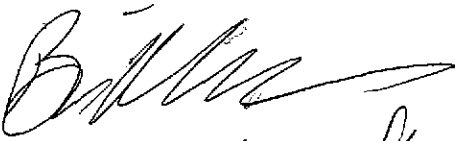
North 00° 14' 42" East 500 feet, more or less, to the REAL POINT OF BEGINNING.

EXCEPTION THEREFROM:

Any portion that lies within MANSFIELD PARK SUBDIVISION PHASE 1, recorded April 30, 2004 as Instrument No. 200423240 in Book 34 of Plats at Page 14, records of Canyon County, Idaho.

I Brian E. Walker and Brenda Toke Walker
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 Walker

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.

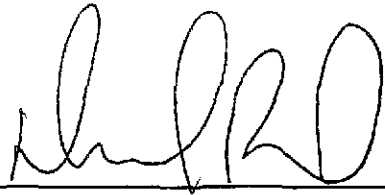
Guarantor. The word "Guarantor" means and includes without limitation any and all guarantors, sureties, and accommodation parties in connection with the Indebtedness.

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  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~~ 4-5-06
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

, ("Lender") is organized and

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

, 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

Initials: _____

Form 3813

Amended 2/99

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/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

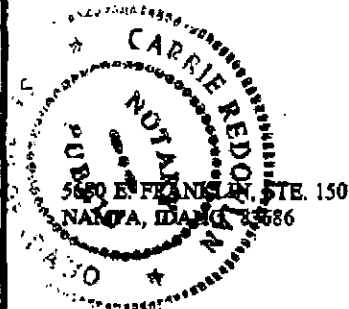
Residing at Malba

My commission expires 3/10/09

200524036
RECORDED
3 PM 4 16
CANYON COUNTY RECORDER
G. NOEL HALLS

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
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=====

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
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=====

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 63260

INSTRUMENT NO.

200518813

(Handwritten initials)

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

(Signature of Paul J. Bushman)
Paul J. Bushman

(Signature of Stephanie Bushman)
Stephanie Bushman

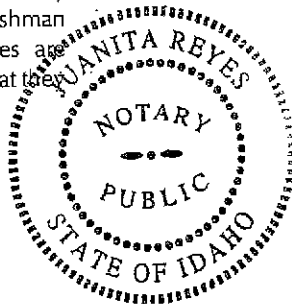
STATE OF Idaho

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.

(Signature of Juanita Reyes)
Notary Public

Residing at Residing in Caldwell, Idaho
My 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

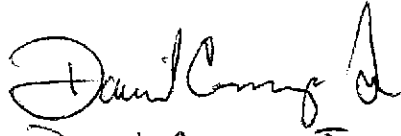
2005 APR 8 PM 4 37

C/NOEL HALE'S
CANYON CNTY RECORDER
BY *Jackie Drum*

PIONEER-CALDWELL

REQUEST

TYPE *Hand* FEE *60*



I David Caranza Jr. 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

[Space Above This Line For Recording Data]

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: DCVC

MAP-5A(ID) (0005)

CHL (08/00)(d)

VMP MORTGAGE FORMS - (800)521-7291

Form 3013 1/01

CONVVA



* 2 3 9 9 1 *

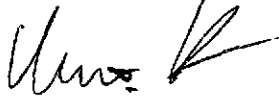


* 1 0 9 3 6 8 1 4 4 0 0 0 0 2 0 0 6 A *

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




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

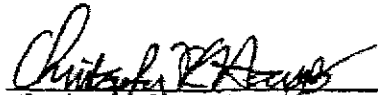
the Grantees, whose address is 601 S. BlueHeron Way, Nampa, ID 83686

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.

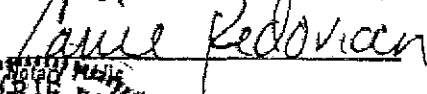
DATED: September 14, 2004


Christopher R. Hayes

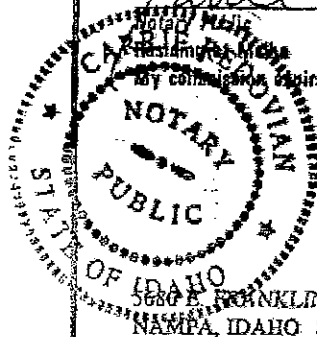
STATE OF IDAHO

COUNTY OF CANYON

On this 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.


Laurie Redovian

My commission expires 3/10/09

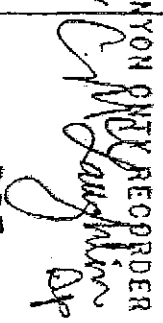


PIONEER TITLE COMPANY
OF CANYON COUNTY
"CANYON OFFICE"

5686 E. FRANKLIN, STE. 150
NAMPA, IDAHO 83686

REQUEST PIONEER-NAMPA
TYPE Fee FEE: 5.00

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

2004 SEP 24 PM 3 48
RECORDED
CANYON COUNTY RECORDER
C NOEL HALES
BY 

200453406

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

1

23 49

NW NW

NENW

NO
WATER AT
APPURTENANT
UNDER 03-8944

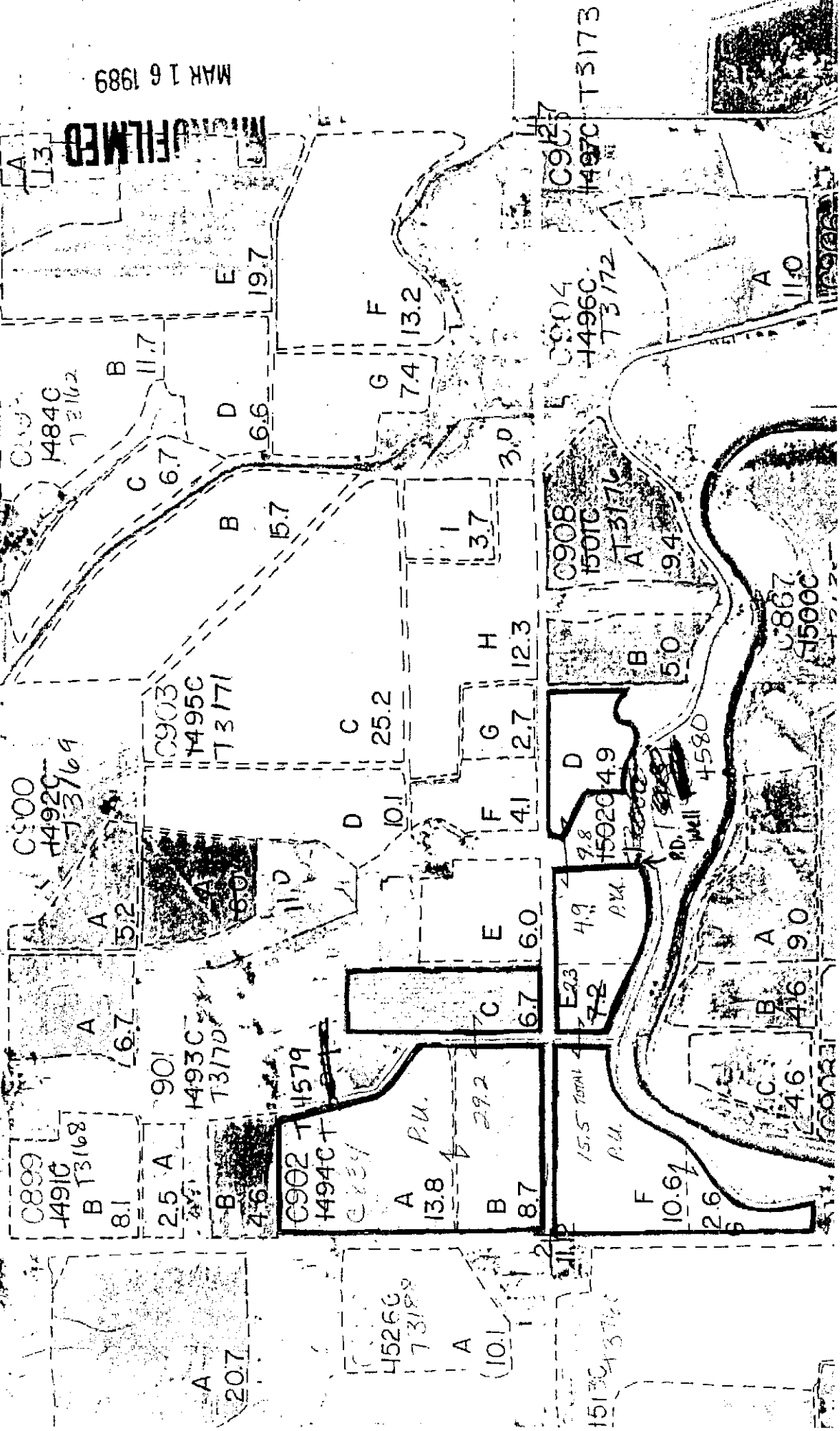
12

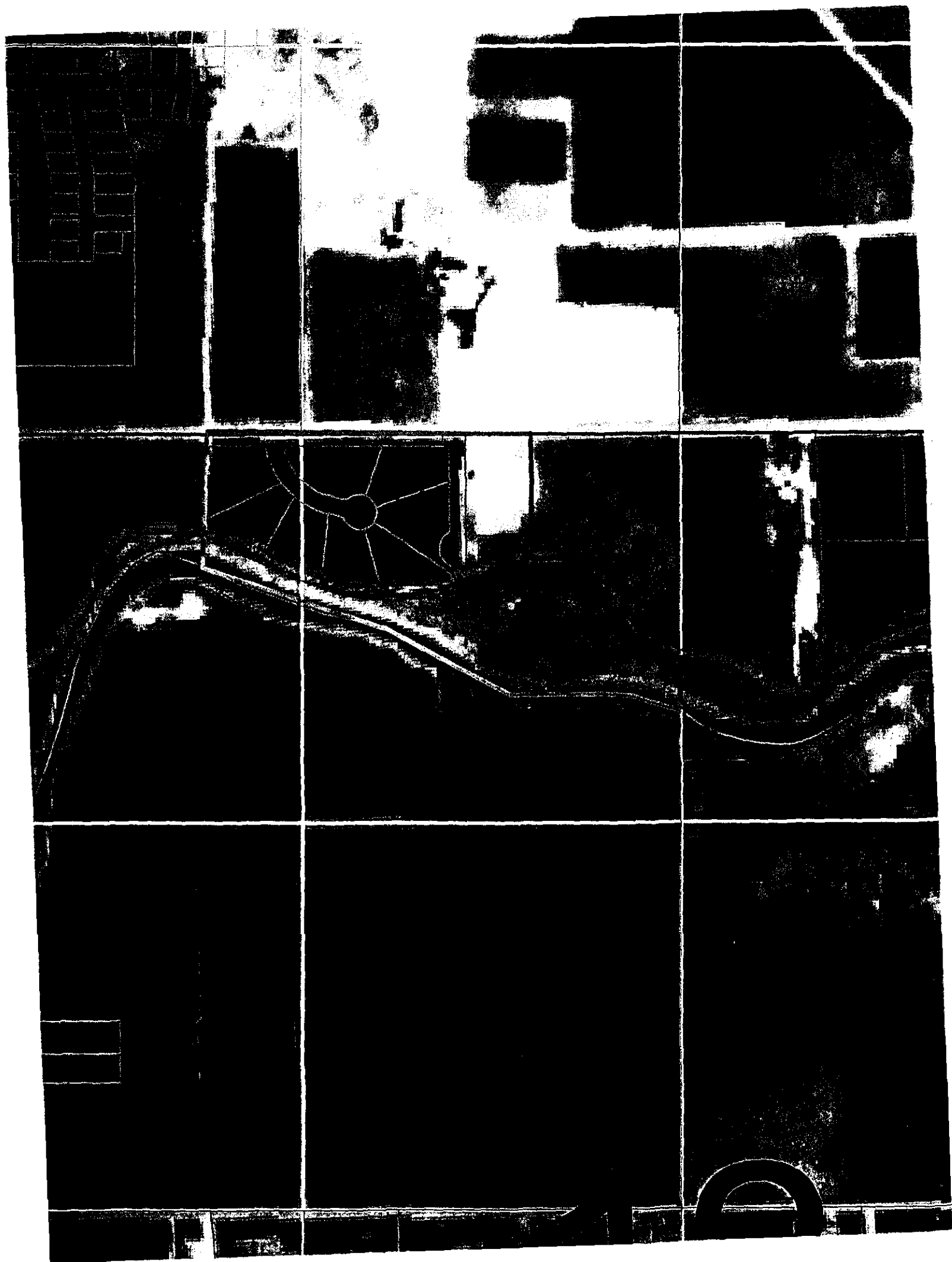
13

MAR 16 1989

RECEIVED

R2W







MICROFILMED

AUG 1992