

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 63-32586
Date Received: 8/30/1989
Receipt No: X777777
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

BUCKSKIN SUBDIVISON HOMEOWNERS ASSOCIATION Phone: (208) 938-9331
3300 N SADDLEMAN PL
EAGLE ID USA 83616

2. Date of Priority: 10/26/1953

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 Lot	County	Type
05N	01E	34	SE	NE	SW	ADA	

5. Description of diverting works:

WELL 131'DEPTH, 12" CASING, WITH PUMP, PIPELINE, & SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.9	

7. Total Quantity Appropriated is:
0.9 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
05N	01E	34	NE	SW	IRRIGATION	10
			SE	SW	IRRIGATION	35
					Section Acres	45
					Total Acres	45

11. Place of use in counties: ADA

12. Do you own the property listed above as place of use? No

13. Other Water Rights Used:

14. Remarks:

This right is a split from former right 63-2963 .

15. Basis of Claim: License

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

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
A63-02963	well	—			—
#63-2284	Pray Creek	—			—
#63-18591		—			—
		—			—
		—			—

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) ROBERT J. And Elsie V. Hanson
4. New Owner/Claimant(s) SEE ATTACHED - 15 - Lots -
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address _____
- City, State and ZIP Code Eagle, IDAHO - 83616
- New Telephone Number 938-9331
5. Date you acquired the property 1989

Del Burke

President of

Buckskin Homeowners Assn.

3300 N. Saddleman Pl

Eagle 83616

Buckskin Homeowners Association Members

Current as of ~~March 7, 2005~~

Sept 10, 2006

<i>Warranty Deed</i>	<i>Quick Claim</i>		
✓	✓	Lot 2:	Del & Ann Burke 3300 N. Saddleman Pl. 938-9331
✓	✓	Lot 3:	Don & Claudia Gearhardt 3380 N. Saddleman Pl. 939-8030
✓	✓	Lot 4:	Butch Grouthuis 3490 N. Saddleman Pl. 938-1613
✓	✓	Lot 5:	Colin & Pat Miller 2323 E. Buckskin Ct. 939-0282
✓	✓	Lot 6:	John & Janet Franden 2300 E. Buckskin Ct. 938-1413
✓	✓	Lot 7:	Dennis & Connie Young 3650 N. Saddleman Pl.
✓	✓	Lot 8:	Mac & Rae McDonald 3800 N. Saddleman Pl. 939-4094
	✓	Lot 9:	Steve Geoffrion 3900 N. Saddleman Pl. 939-0943
✓	✓	Lot 10:	George Keyes 3898 N. Saddleman Pl. 938-0574
✓	✓	Lot 11:	Chuck & Marietta Thompson 3885 N. Saddleman Pl. 938-2024
✓	✓	Lot 12:	Ross & Suzanne Ely 3795 N. Saddleman Pl. 938-9528
✓	✓	Lot 13:	Steve Dick & Kathy Pennisi-Dick 3675 N. Saddleman Pl. 939-7774
✓	✓	Lot 14:	Courtney & Stephanie Nielson 3455 N. Saddleman Pl. 939-1978
✓	✓	Lot 15:	Tom Goodwin 2476 E. Colwyn Ct

Buckskin Subdivision

Lot # 1

Gary and Dee Davis
2452 E. Beacon Light Rd. 83616
208-938-6189

Transferred from:

Robert J. and Elsie V. Hanson
2452 E. Beacon Light Rd. 83616

Robert J. Hanson's Current Address is:

4151 N. Hartley Rd.
Eagle, Idaho 83616
208-286-7596

Also at Pionneerville
208-392-4507

63-2284 - rt ~~does~~ want exist, no claim

no rts under (lots 8, 9, 10, 11, 12)
63-2963, 18501

POU 63-2963, 18501

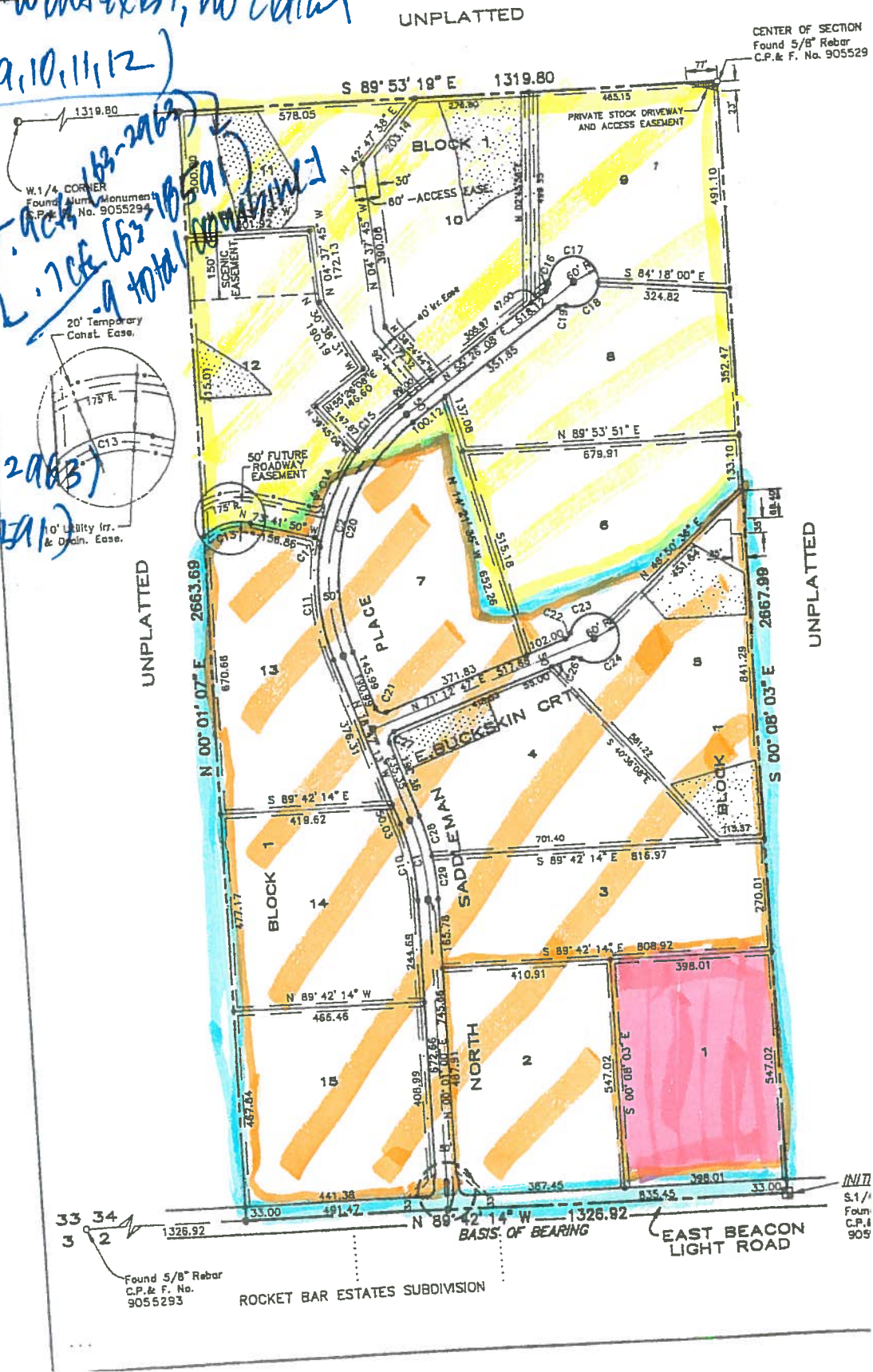
rts split to sub?

retained by owner
of Hanson lot?

.1 cfs for 5 ac. (63-2963)

.1 cfs " " (63-18501)

.1 total combined



12

Page 2

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

Prepared By:
TIFFINI LINDSEY

_____|Space Above This Line For Recording Data|_____

BURKE
[Escrow/Closing #] 00003133176206003
[Doc ID #]

DEED OF TRUST

MIN 1000157-0002714405-0

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 JUNE 30, 2003, together with all Riders to this document.

(B) "Borrower" is
DELMER R. BURKE, AND ANNE L STEPHENS BURKE, HUSBAND AND WIFE *all*

Borrower is the trustor under this Security Instrument.
(C) "Lender" is
AMERICA'S WHOLESALE LENDER
Lender is a CORPORATION

DOC ID #: 00003133176206003

LOT 2 IN BLOCK 1 OF BUCKSKIN SUBDIVISION ACCORDING TO THE PLAT THEREOF
FILED IN BOOK 58 0 PLATS AT PAGES 5484 AND 5485, RECORDS OF ADA COUNTY,
IDAHO.

Parcel ID Number: R1141740020

which currently has the address of
3300 NORTH SADDLE MAN PLACE, EAGLE

Idaho 83616 ("Property Address");

[Zip Code]

[Street/City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, 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 foreclosure and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose assets are insured by the FDIC.

#2

QUITCLAIM DEED

FOR VALUE RECEIVED, _____, Grantor, does hereby convey, release, remise and forever quit claim unto the Buckskin Homeowners Association, Grantee, the following described property located in Ada County, State of Idaho, as follows:

All of my interests in Water Right Nos. 63-2963; 63-2284 and 63-18591 including any rights to the diversion system used to deliver these water rights.

DATED this 21st day of August, 2006.

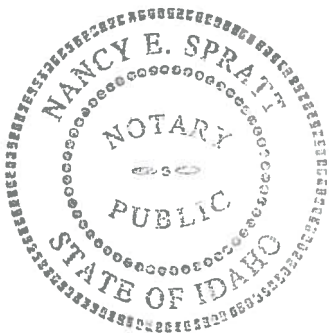
Delmer R. Burke

Ann Stephens Burke

STATE OF IDAHO)
: ss.
COUNTY OF ADA)

On this 21st day of August, 2006, before the undersigned notary public in and for the said state, personally appeared Delmer R Burke and Ann Stephens Burke known or identified to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Nancy E. Spratt
Notary Public for Idaho
Residing at: Boise
My Commission Expires: 3/20/2010



PIONEER TITLE COMPANY
OF ADA COUNTY

821 West State Street • Boise, Idaho 83702
(208) 336-6700
888 North Cole Road • Boise, Idaho 83704
(208) 377-2700

9101606

PIONEER TITLE CO.

ADA COUNTY, ID FOR
J. DAVIS MAY 1991
RECORDED

91 JUN 13 PM 3 30

[Signature]
300

P-106289 DB/SO

SPACE ABOVE FOR RECORDING DATA

WARRANTY DEED

(INDIVIDUAL)

FOR VALUE RECEIVED ROBERT J. HANSON and ELSIE V. HANSON, Husband and Wife

GRANTOR(S) hereby GRANT, BARGAIN, SELL and CONVEY unto DONALD G. GERHARDT and CLAUDIA J. GERHARDT, Husband and Wife

GRANTEE(S), whose current address is: 3968 N. SUNTREE WAY, BOISE, ID 83706

the following described real property in

Ada

County, State of Idaho,

more particularly described as follows to wit:
LOT 3 IN BLOCK 1 OF BUCKSKIN SUBDIVISION ACCORDING TO THE PLAT THEREOF FILED IN

BOOK 58 OF PLATS AT PAGES 5484 AND 5485, RECORDS OF ADA COUNTY, IDAHO.

QUITCLAIM DEED

FOR VALUE RECEIVED, _____, Grantor, does hereby convey, release, remise and forever quit claim unto the Buckskin Homeowners Association, Grantee, the following described property located in Ada County, State of Idaho, as follows:

All of my interests in Water Right Nos. 63-2963; 63-2284 and 63-18591 including any rights to the diversion system used to deliver these water rights.

DATED this 14 day of August, 2006.

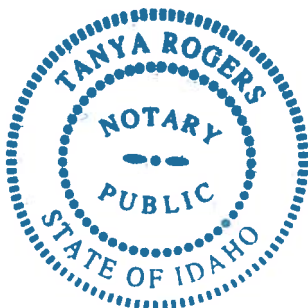
Donald Gerhardt

Claudia Gerhardt

STATE OF IDAHO)
: ss.
COUNTY OF ADA)

On this 14th day of August, 2006, before the undersigned notary public in and for the said state, personally appeared Donald Gerhardt Claudia GERHARDT known or identified to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Tanya Rogers
Notary Public for Idaho
Residing at: Bank of America
My Commission Expires: 9/11/11



A Pioneer Company

PIONEER TITLE COMPANY

OF ADA COUNTY

8151 W. Rifleman Ave. / Boise, Idaho 83704 / (208) 377-2700

May 7, 2004

Marlon D. Groothius and Judy L. Groothius
3490 N. Saddleman Place
Eagle,, Idaho 83616

Re: Escrow No.: 244408
Seller: e Ranch Land Stewardship & Cattle Company, LLC a Delaware Limited Liability Company
Buyer: Marlon D. Groothius and judy L. Goothius, Husband and wife
Property: 3490 N. Saddleman Pl.
Eagle, Idaho 83616

The closing of your purchase of the above-noted property has now been completed. Enclosed for your records are your original Warranty Deed and Title Insurance Policy.

We appreciate having had this opportunity to be of service to you. If you have questions or if we can help you again, please feel free to contact us.

Sincerely,

PIONEER TITLE COMPANY OF ADA COUNTY

Sharon Wilson
Escrow Officer

Enclosures

:smw

hot4

244408
SW/JB



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

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 05/10/04 04:11 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Pioneer
AMOUNT 6.00

2



WARRANTY DEED

For Value Received Kane Ranch Land Stewardship & Cattle Company, LLC a Delaware
Limited Liability Company

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

Marlon D. Goothius and judy L. Goothius, Husband and wife

hereinafter referred to as Grantee, whose current address is 3490 N. Saddleman Place, Eagle,, Idaho 83616
the following described premises, to-wit:

Lot 4 in Block 1 of Buckskin Subdivision according to the plat thereof filed in Book 58 of Plats at
pages 5484 and 5485, records of Ada County, Idaho.

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: May 7, 2004

Kane Ranch Land Stewardship and Cattle Company

ACKNOWLEDGEMENT - Limited Liability Company

STATE OF _____, County of _____, ss.

On this _____ day of _____, in the year of _____, before me _____,
a notary public, personally appeared _____,
known or identified to be _____ of the member(s)/manager(s) in a limited liability company, of

_____ and the member(s)/manager(s) who subscribed said limited liability company name to the foregoing instrument, and
acknowledged to me that _____ he _____ executed the same in said limited liability company name.

Notary Public: _____

Residing at: _____

My commission expires: _____

NOTARY PUBLIC USE ACKNOWLEDGEMENT

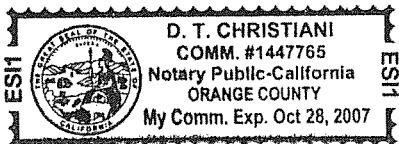
State of California

County of Orange

On May 7, 2004 before me, D.T. Christiani, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Nicole Forgues
Name(s) of Signer(s)

☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

D.T. Christiani
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Deed

Document Date: May 7, 2004 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Nicole Forgues

- ☐ Individual
- ☐ Corporate Officer
- ☐ Titles(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

LLC

Signer Is Representing:
Kane Ranch LLC

RIGHT THUMBPRINT
OF SIGNER
Top of Thumb here

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer
- ☐ Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of Thumb here

Agent #	State	Cty.	Prop.	Tran	Reissue Amt.	Re. Tran	Simultaneous Issue #
A11006	11	001	1	010			
Code	Amt.	Code	Amt.	Code	Amt.	Code	Amt.
05100		05100		05100		05100	

Old Republic National Title Insurance Company

OWNER'S POLICY

SCHEDULE A

<u>File No.:</u>	<u>Policy No.:</u>	<u>Date of Policy:</u>	<u>Amt. of Insurance:</u>	<u>Premium Amt.</u>	<u>Total Amt.</u>
244408	SV3874730	May 10, 2004 at 4:11 PM	\$599,999.00	\$1,880.00	\$1,880.00

1. Name of Insured:

Marlon D. Groothius and Judy L. Groothius

2. The estate or interest in the land to as covered by the policy is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

Marlon D. Groothius and Judy L. Groothius, husband and wife

4. The land herein described is encumbered by the following mortgage or Trust Deed, and assignments:

NONE

5. The land referred to in this policy is described as follows:

Lot 4 in Block 1 of Buckskin Subdivision according to the plat thereof filed in Book 58 of Plats at pages 5484 and 5485, records of Ada County, Idaho.

This Policy is invalid unless the cover sheet and Schedule B are attached.

QUITCLAIM DEED

M.D. (Butch) & Judy

FOR VALUE RECEIVED, Groothuis, Grantor, does hereby convey, release, remise and forever quit claim unto the Buckskin Homeowners Association, Grantee, the following described property located in Ada County, State of Idaho, as follows:

All of my interests in Water Right Nos. 63-2963; 63-2284 and 63-18591 including any rights to the diversion system used to deliver these water rights.

DATED this 16th day of August, 2006.

Judy L. Groothuis

STATE OF IDAHO)
: ss.
COUNTY OF ADA)

On this 14 day of Aug, ²⁰⁰⁶~~1997~~, before the undersigned notary public in and for the said state, personally appeared Marion Groothuis & Judy L. Groothuis, known or identified to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



[Signature]
Notary Public for Idaho
Residing at: 108 E. Plaza St. Eagle, ID 83687
My Commission Expires: 8.20.2010

#5
Return To:

WELLS FARGO HOME
MORTGAGE, INC.
FINAL DOCUMENTS X4701-024
3601 MINNESOTA DRIVE
BLOOMINGTON, MN 55435-5284

Prepared By:

JASON Z. STOLL
WELLS FARGO HOME
MORTGAGE, INC.
PO BOX 1629
MINNEAPOLIS, MN 55402-1629

_____[Space Above This Line For Recording Data]_____

DEED OF TRUST

4415863TEM

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 **DECEMBER 19, 2001** together with all Riders to this document.

(B) "Borrower" is

COLIN C. MILLER AND PATRICIA B. MILLER, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **WELLS FARGO HOME MORTGAGE, INC.**

Lender is a **Corporation**

organized and existing under the laws of **THE STATE OF CALIFORNIA**

EXHIBIT "A"

Lot 5 in Block 1 of BUCKSKIN SUBDIVISION, according to the Official Plat thereof, filed in Book 58 of Plats at Page 5484 and 5485, Official Records of Ada County, Idaho.

CCM/DBN

Lender's address is
P. O. BOX 5137, DES MOINES, IA 50306-5137

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is PIONEER TITLE COMPANY OF ADA COUNTY

(E) "Note" means the promissory note signed by Borrower and dated **DECEMBER 19, 2001**.

The Note states that Borrower owes Lender **TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100** Dollars

(U.S. \$**275,000.00**.....) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **JANUARY 1, 2017**

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

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

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☒ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that

governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA. (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

County of ADA
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LEGAL DESCRIPTION IS ATTACHED HERETO AS SCHEDULE "A" AND MADE A PART HEREOF.

Parcel ID Number: 2323 E BUCKSKIN CT
EAGLE
("Property Address"): which currently has the address of [Street]
[City] , Idaho 83616 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

PATRICIA B & COLIN MILLER

All of my interests in Water Right Nos. 63-2963; 63-2284 and 63-18591 including any rights to the diversion system used to deliver these water rights.

Patricia B. Meller

Ali M. H.

On this 12th day of September, ~~1997~~ ²⁰⁰⁶, before the undersigned notary public in and for the said state, personally appeared Patricia B. Miller & Colin Miller, known or identified to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he/she/they executed the same.

Cherie N. Anderson

Notary Public for Idaho.

Residing at: Meredon, Id

My Commission Expires: 8/5/09

EXHIBIT "A"

Lot 5 in Block 1 of BUCKSKIN SUBDIVISION, according to the Official Plat thereof, filed in Book 58 of Plats at Page 5484 and 5485, Official Records of Ada County, Idaho.

CCM/BN

After Recording Return To:

HOMEcomings FINANCIAL NETWORK, INC.
ONE MERIDAN CROSSING, SUITE 100
MINNEAPOLIS, MINNESOTA 55423

Loan Number: 047-021623-5

[Space Above This Line For Recording Data]

DEED OF TRUST

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 AUGUST 2, 2006, together with all Riders to this document.

(B) "Borrower" is JOHN S FRANDEN AND JANET K FRANDEN, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.

(C) "Lender" is IDAHO BANKING COMPANY

Lender is a IDAHO CORPORATION
and existing under the laws of IDAHO

organized

Lender's address is 2965 E. TARPON DRIVE, SUITE 150, MERIDIAN, IDAHO 83642

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is PIONEER TITLE & ESCROW
661 RIVERSHORE LANE, EAGLE, IDAHO 83642

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than SEPTEMBER 1, 2036

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

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

LOT 6 IN BLOCK 1 OF BUCKSKIN SUBDIVISION ACCORDING TO THE PLAT
THEREOF FILED IN BOOK 58 OF PLATS AT PAGES 5484 AND 5485, RECORDS
OF ADA COUNTY, IDAHO.
A.P.N. : 270-R1141740060

which currently has the address of 2300 BUCKSKIN COURT

EAGLE

[City]

, Idaho

83616

[Zip Code]

[Street]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

QUITCLAIM DEED

FOR VALUE RECEIVED, John S. FRANDEN
JANET K. FRANDEN, Grantor, does hereby convey, release, remise and
forever quit claim unto the Buckskin Homeowners Association, Grantee, the following described
property located in Ada County, State of Idaho, as follows:

All of my interests in Water Right Nos. 63-2963; 63-2284 and 63-18591 including any rights to the
diversion system used to deliver these water rights.

DATED this 8 day of August, 2006.

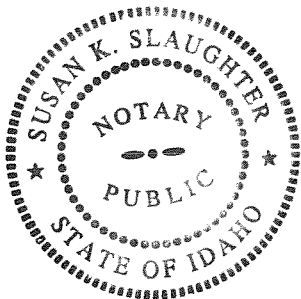
John S. Franden

Janet K. Franden

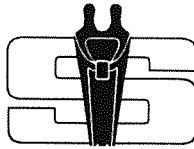
STATE OF IDAHO)
: ss.
COUNTY OF ADA)

On this 8th day of September, ²⁰⁰⁶~~1997~~, before the undersigned notary public in and for the
said state, personally appeared John S. Franden,
known or identified to me to be the person(s) who executed the foregoing instrument and
acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above
written.



Susan K Slaughter
Notary Public for Idaho
Residing at: Boise, Idaho
My Commission Expires: 4-8-2009



STEWART TITLE COMPANY OF IDAHO, INC.

8660 W. Emerald, Suite 142

Boise, ID 83704

Phone (208) 373-0009 Fax (208) 377-0285

DENNIS D. YOUNG
3650 SADDLEMAN PL. N.
EAGLE, ID 83616

June 12, 2000

RE: RADE/YOUNG
FILE #: 00007085 JW/LM

In connection with the above-referenced escrow, please find the following enclosed:

(X) Original Warranty Deed recorded May 01, 2000 as Instrument No. 100033155

(X) Original Title Policy

() _____

() _____

Thank you for choosing **Stewart Title Company of Idaho, Inc.** to close this transaction for you. It has been a pleasure serving you and we hope to see you again soon.

Sincerely,

STEWART TITLE COMPANY OF IDAHO, INC.

Linda McGrath
Escrow Officer

Enclosure

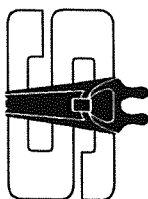
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2008 MAY -1 PM 4: 37

RECORDED - REQUEST OF

FEE 3- DENY

100033155



STEWART TITLE

Order No. 00007085 JW/LM

This form furnished by Stewart Title of Idaho, Inc.

WARRANTY DEED

For Value Received JOHN A. RADE AND LORI J. RADE, husband and wife

the Grantor hereby grants, bargains, sells, conveys and warrants unto DENNIS D. YOUNG AND CONNIE YOUNG, husband and wife

the Grantee whose current address is: 3650 SADDLEMAN PL. N. EAGLE, ID 83616

the following described premises, to-wit:

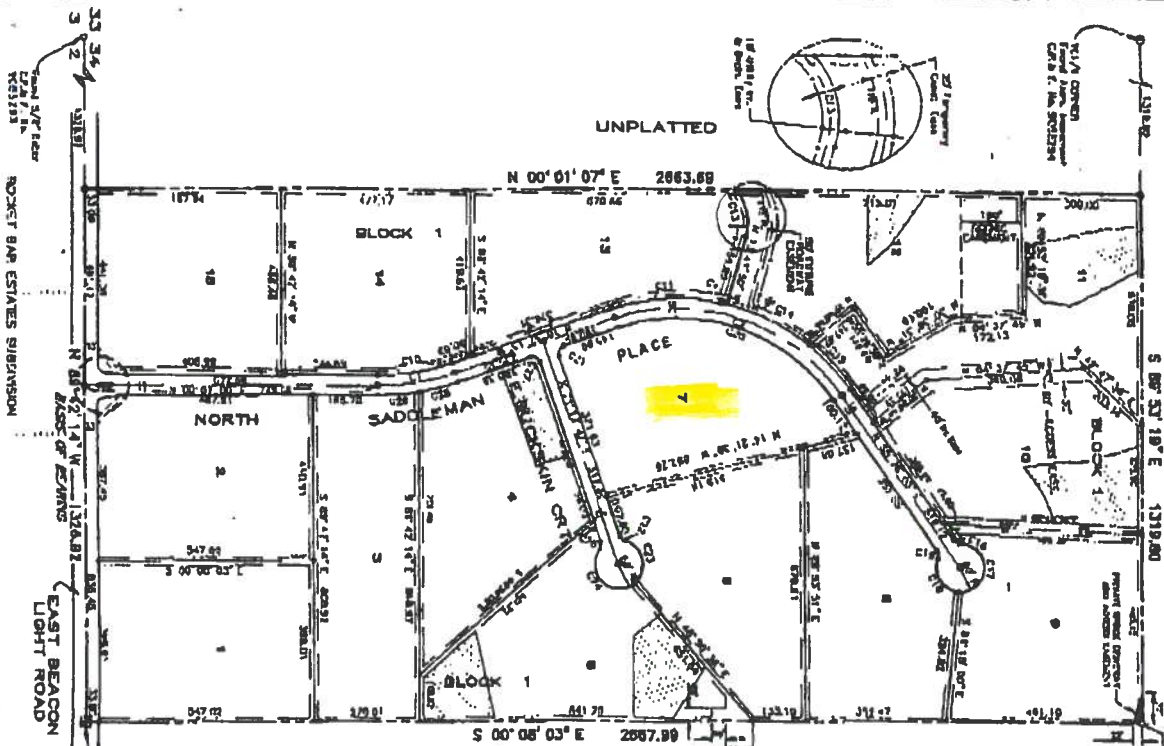
LOT 7 IN BLOCK 1 OF BUCKSKIN SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 58 OF PLATS AT PAGES 5484-5485, RECORDS OF ADA COUNTY, IDAHO.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said

1 1/2 OF SM 1/4, SECTION 24

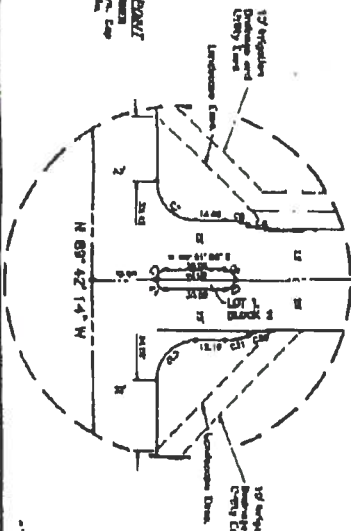
1581, R.H.E. 34.
AOA COURT, DAWO

1990



CURVE DATA

姓名	性别	出生年月	籍贯	民族	文化程度	政治面貌	工作单位	职务	备注
王德胜	男	1945.12	山东烟台	汉族	高中	中共党员	烟台市政府	科长	
李国强	男	1950.08	河南郑州	汉族	大学	中共党员	河南省委	处长	
张为民	男	1955.03	江苏苏州	汉族	大学	中共党员	苏州大学	教授	
赵子龙	男	1960.01	四川成都	汉族	高中	中共党员	成都军区	营长	
周树人	男	1965.05	浙江绍兴	汉族	大学	中共党员	浙江大学	副教授	
吴永年	男	1970.09	广东广州	汉族	大学	中共党员	广东省政府	科长	
陈永年	男	1975.02	福建福州	汉族	大学	中共党员	福建省政府	科长	
林永年	男	1980.06	江西九江	汉族	大学	中共党员	江西省政府	科长	
孙永年	男	1985.10	湖南长沙	汉族	大学	中共党员	湖南省政府	科长	
周永年	男	1990.04	湖北武汉	汉族	大学	中共党员	湖北省政府	科长	
吴永年	男	1995.08	安徽合肥	汉族	大学	中共党员	安徽省政府	科长	
陈永年	男	2000.12	浙江杭州	汉族	大学	中共党员	浙江省政府	科长	
林永年	男	2005.06	江苏南京	汉族	大学	中共党员	江苏省政府	科长	
孙永年	男	2010.10	广东深圳	汉族	大学	中共党员	广东省政府	科长	
周永年	男	2015.04	福建厦门	汉族	大学	中共党员	福建省政府	科长	
吴永年	男	2020.08	江西景德镇	汉族	大学	中共党员	江西省政府	科长	
陈永年	男	2025.12	湖南岳阳	汉族	大学	中共党员	湖南省政府	科长	
林永年	男	2030.06	湖北黄冈	汉族	大学	中共党员	湖北省政府	科长	
孙永年	男	2035.10	安徽安庆	汉族	大学	中共党员	安徽省政府	科长	
周永年	男	2040.04	浙江嘉兴	汉族	大学	中共党员	浙江省政府	科长	
吴永年	男	2045.08	江苏无锡	汉族	大学	中共党员	江苏省政府	科长	
陈永年	男	2050.12	广东珠海	汉族	大学	中共党员	广东省政府	科长	
林永年	男	2055.06	福建泉州	汉族	大学	中共党员	福建省政府	科长	
孙永年	男	2060.10	江西赣州	汉族	大学	中共党员	江西省政府	科长	
周永年	男	2065.04	湖南邵阳	汉族	大学	中共党员	湖南省政府	科长	
吴永年	男	2070.08	湖北孝感	汉族	大学	中共党员	湖北省政府	科长	
陈永年	男	2075.12	安徽蚌埠	汉族	大学	中共党员	安徽省政府	科长	
林永年	男	2080.06	浙江湖州	汉族	大学	中共党员	浙江省政府	科长	
孙永年	男	2085.10	江苏扬州	汉族	大学	中共党员	江苏省政府	科长	
周永年	男	2090.04	广东佛山	汉族	大学	中共党员	广东省政府	科长	
吴永年	男	2095.08	福建漳州	汉族	大学	中共党员	福建省政府	科长	
陈永年	男	2100.12	江西上饶	汉族	大学	中共党员	江西省政府	科长	
林永年	男	2105.06	湖南常德	汉族	大学	中共党员	湖南省政府	科长	
孙永年	男	2110.10	湖北咸宁	汉族	大学	中共党员	湖北省政府	科长	
周永年	男	2115.04	安徽滁州	汉族	大学	中共党员	安徽省政府	科长	
吴永年	男	2120.08	浙江金华	汉族	大学	中共党员	浙江省政府	科长	
陈永年	男	2125.12	江苏南通	汉族	大学	中共党员	江苏省政府	科长	
林永年	男	2130.06	广东东莞	汉族	大学	中共党员	广东省政府	科长	
孙永年	男	2135.10	福建龙岩	汉族	大学	中共党员	福建省政府	科长	
周永年	男	2140.04	江西宜春	汉族	大学	中共党员	江西省政府	科长	
吴永年	男	2145.08	湖南益阳	汉族	大学	中共党员	湖南省政府	科长	
陈永年	男	2150.12	湖北随州	汉族	大学	中共党员	湖北省政府	科长	
林永年	男	2155.06	安徽六安	汉族	大学	中共党员	安徽省政府	科长	
孙永年	男	2160.10	浙江衢州	汉族	大学	中共党员	浙江省政府	科长	
周永年	男	2165.04	江苏徐州	汉族	大学	中共党员	江苏省政府	科长	
吴永年	男	2170.08	广东惠州	汉族	大学	中共党员	广东省政府	科长	
陈永年	男	2175.12	福建宁德	汉族	大学	中共党员	福建省政府	科长	
林									



NOTES

- [illegible]

LEGEND

- B** Field Post, First Arm, Cop
C Found Brown Cap
A 3x4 1/8" x .50 Rubber with Plastic Cap
• 3x1 1/7" x 2-6 Rubber
O Found Aluminum Munition
O Found 5/8" Rubber
----- Boundary Line
10 Highball, Dudsing and Utility Equipment

10 Intrigues & Pederasty--

Criminal General

[] Miscellaneous Disposed Arms

ROBERT J. HANSON

Зелен, Игорь

BRIGGS ENGINEERING, INC.

Continuing Engraving

SHEET 1 OF 2



7

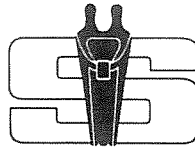
All of my interests in Water Right Nos. 63-2963; 63-2284 and 63-18591 including any rights to the diversion system used to deliver these water rights.



Connie S. Young

On this 15th day of August, ²⁰⁰⁶~~1997~~, before the undersigned notary public in and for the said state, personally appeared DELLIS/CONNIE YOUNG, known or identified to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he/she/they executed the same.

Judith A. Coonette
Notary Public for Idaho
Residing at: 10538 W. Achillea St., ID
My Commission Expires: Oct 6, 2011 83669



STEWART TITLE COMPANY OF IDAHO, INC.

8660 W. Emerald, Suite 142

Boise, ID 83704

Phone (208) 373-0009 Fax (208) 377-0285

DENNIS D. YOUNG
3650 SADDLEMAN PL. N.
EAGLE, ID 83616

June 12, 2000

RE: RADE/YOUNG
FILE #: 00007085 JW/LM

In connection with the above-referenced escrow, please find the following enclosed:

(X) Original Warranty Deed recorded May 01, 2000 as Instrument No. 100033155

(X) Original Title Policy

() _____

() _____

Thank you for choosing **Stewart Title Company of Idaho, Inc.** to close this transaction for you. It has been a pleasure serving you and we hope to see you again soon.

Sincerely,

STEWART TITLE COMPANY OF IDAHO, INC.

Linda McGrath
Escrow Officer

Enclosure

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2000 MY -1 PM 4:37

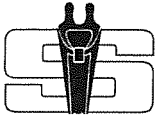
RECORDED-REQUEST OF

FEE 3-

DEPUTY

100033155

STEWART TITLE



Order No. 00007085 JW/LM

This form furnished by Stewart Title of Idaho, Inc.

WARRANTY DEED

For Value Received JOHN A. RADE AND LORI J. RADE, husband and wife

the Grantor hereby grants, bargains, sells, conveys and warrants unto DENNIS D. YOUNG AND CONNIE YOUNG, husband and wife

the Grantee whose current address is: 3650 SADDLEMAN PL. N. EAGLE, ID 83616

the following described premises, to-wit:

LOT 7 IN BLOCK 1 OF BUCKSKIN SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 58 OF PLATS AT PAGES 5484-5485, RECORDS OF ADA COUNTY, IDAHO.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that said premises are free from all incumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: April 21, 2000

John A. Rade
JOHN A. RADE

Lori J. Rade
LORI J. RADE

State of IDAHO

ss.

County of ADA

On this 28th day of April, 2000, before me, the undersigned, a Notary Public, in and for said State, personally appeared JOHN A. RADE AND LORI J. RADE

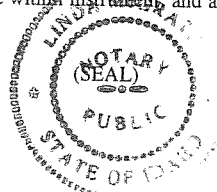
_____, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Quida M. Shata
Notary Public

Residing at: MERIDIAN, ID

Commission Expires: May 28, 2005

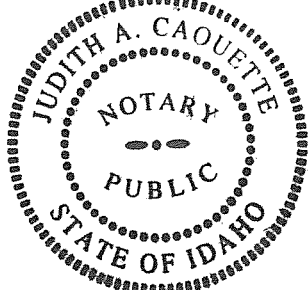


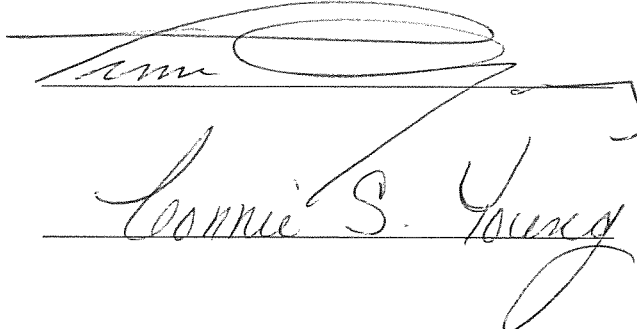
QUITCLAIM DEED

FOR VALUE RECEIVED, _____, Grantor, does hereby convey, release, remise and forever quit claim unto the Buckskin Homeowners Association, Grantee, the following described property located in Ada County, State of Idaho, as follows:

All of my interests in Water Right Nos. 63-2963; 63-2284 and 63-18591 including any rights to the diversion system used to deliver these water rights.

DATED this 15th day of August, 2006.





STATE OF IDAHO)
 : ss.
COUNTY OF ADA)

On this 15th day of August, ²⁰⁰⁶~~1997~~, before the undersigned notary public in and for the said state, personally appeared DEANIS / CONNIE YOUNG, known or identified to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Judith A. Caouette
Notary Public for Idaho
Residing at: 10538 W. Achillea St., ID
My Commission Expires: Oct 6, 2011 83669

#8

4

WARRANTY DEED

For Value Received

RAYMOND H. BRUBAKER, JR. AND PATRICIA L. BRUBAKER, HUSBAND
AND WIFE

The grantor , do hereby grant, bargain, sell and convey unto

GARNETT E. McDONALD AND RAE N. McDONALD, husband and wife

the grantee , whose current address is 3800 North Saddlemen Place, Eagle, Idaho 83616

the following described premises, in

ADA

County Idaho, to-wit:

LOT 8, BLOCK 1, BUCKSKIN SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED
IN BOOK 58 OF PLATS AT PAGES 5484 AND 5485, RECORDS OF ADA COUNTY, IDAHO.

94066973

ADA CO. RECORDER
J. DAVID HAYWARD
BOISE ID
BOISE TITLE & ESCROW

'94 JUL 14 PM 4 18

FEE 3.00 *C. H. Hama*
RECORDED AT THE REQUEST OF

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee
heirs and assigns forever. And the said Grantor do hereby covenant to and
with the said Grantee , that he the owner in fee simple of said premises; that they are free
from all incumbrances

84

QUITCLAIM DEED

FOR VALUE RECEIVED, _____, Grantor, does hereby convey, release, remise and forever quit claim unto the Buckskin Homeowners Association, Grantee, the following described property located in Ada County, State of Idaho, as follows:

All of my interests in Water Right Nos. 63-2963; 63-2284 and 63-18591 including any rights to the diversion system used to deliver these water rights.

DATED this 18 day of August, 2006.

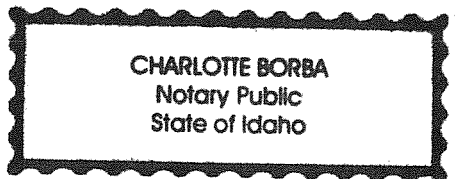
Joe McDonald

Rae Ann McDonald

STATE OF IDAHO)
 : ss.
COUNTY OF ADA)

On this 18 day of August, ~~1997~~ ²⁰⁰⁶, before the undersigned notary public in and for the said state, personally appeared Robert & Rae Ann McDonald, known or identified to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Charlotte Borba
Notary Public for Idaho
Residing at: 150 W. State St. Eagle ID
My Commission Expires: 8-15-2011

Lot 9

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 1st day of December, 2006,

By first party, Grantor, Stephen Geoffrion

whose post office address is P. O. Box 13646, Des Moines, WA.

To second party, Grantee, BUCKSKIN HOMEOWNERS ASSOCIATION
Eagle, ID.

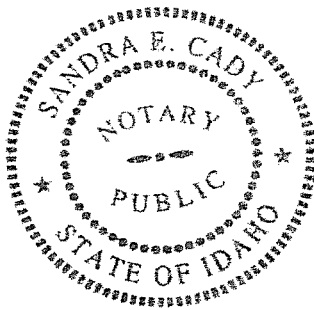
WITNESSETH, That the said first party does hereby quitclaim unto the said second party the right to distribute my one-fifteenth (1/15) water right interest through the subdivision water distribution system and well. Because my water right is appurtenant to my land, this is for distribution purposes only.

Stephen D. Geoffrion

[illegible]

I do hereby certify, that on this 1st day of December, 2006, before me, a Notary Public in and for the State of Idaho, personally appeared Stephen Geoffrey, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

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



Notary Public
Residing at: Hailey ID.
My commission expires: 11-20-07

9326724



PIONEER TITLE COMPANY
OF ADA COUNTY

821 West State Street / Boise, Idaho 83702
(208) 336-6700

888 North Cole Road / Boise, Idaho 83704
(208) 377-2700

PIONEER TITLE CO.
ADA COUNTY, ID. FOR
J. DAVID NAVARRO
RECORDER BY *K. Lavin*

322

'93 APR 14 AM 9 15

P-119598 SO/SG

SPACE ABOVE FOR RECORDING DATA

WARRANTY DEED

(INDIVIDUAL)

FOR VALUE RECEIVED RICHARD S. TOBNS JR and SUSAN A. FOURSIEM, Husband and
Wife

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto STEPHEN R. REEFERSON, Jr.
Unmarried Person

GRANTEE(S), whose current address is: 2717 Hillway Drive, Boise, ID
the following described real property in Ada County, State of Idaho,
more particularly described as follows, to wit:

LOT 9 IN BLOCK 1 OF BUCKSKIN SUBDIVISION, ACCORDING TO THE PLAT THEREOF, FILED
IN BOOK 50 OF PLATS AT PAGES 648- AND 649, RECORDS OF ADA COUNTY, IDAHO.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises: that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (includes irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated:

[Signature]
April 15, 1993

[Signature]
Stephen R. Reeferson

WARRANTY DEED

(INDIVIDUAL)

FOR VALUE RECEIVED RICHARD B. FOERSTER and SUSAN A. FOERSTER, Husband and
WifeGRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto STEPHEN R. GEDERION, an
Unmarried PersonGRANTEE(S), whose current address is: 2717 Highway Drive, Boise, ID
the following described real property in Ada County, State of Idaho,
more particularly described as follows, to wit:LOT 9 IN BLOCK 1 OF BUCKSKIN SUBDIVISION, ACCORDING TO THE PLAT THEREOF, FILED
IN BOOK 98 OF PLATS AT PAGES 5484 AND 5485, RECORDS OF ADA COUNTY, IDAHO.

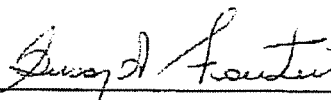
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (includes irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated:

April 10, 1993



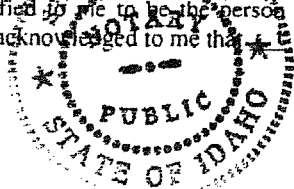
Richard B. Foerster



Susan A. Foerster

STATE OF IDAHO, County of Ada, ss.

On this 6th day of April, in the year of 1993, before me
Sharlot Oien, a notary public,
personally appeared Richard B. Foerster and Susan A. Foerster,
known or identified to me to be the person(s) whose name(s) are subscribed to the within
instrument, and acknowledged to me that they executed the same.



Notary Public:

Residing at: Caldwell, Idaho

My Commission Expires: 6-23-95

#10 The Grantees herein have read and approved the following: SLM

Title File No.: T02-81596 CN

WARRANTY DEED

FOR VALUE RECEIVED

Donna Lee Mack, an unmarried person

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto: George W. Keyes, an unmarried man

GRANTEES(s), whose current address is: 3898 N. Saddleman Place, Eagle, Idaho 83616 the following described real property in Ada County, State of Idaho, more particularly described as follows, to wit:

Lot 10 in Block 1 of BUCKSKIN SUBDIVISION, according to the official plat thereof, filed in Book 58 of Plats at Pages 5484 and 5485, records of Ada County, Idaho.

TRANSACTION

ADA COUNTY RECORDER
J. DAVID HAVARRO
BOISE, IDAHO

2002 MR 29 PM 4:00

RECORDED - REQUEST OF
FEE 3.00 DEPUTY MLP

102037180

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: March 7, 2002

Donna Lee Mack

Donna Lee Mack

STATE OF Idaho, County of Ada ss.

On this 7th day of March 2002

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s) EXCEPT those to which the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, Grantor(s); and subject to which this conveyance is expressly made subject and those made, suffered or done by the of record, and general taxes and assessments, (including irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: March 7, 2002

Donna Lee Mack
Donna Lee Mack

STATE OF Idaho, County of Ada

On this *24* day of *March* in the year of *2002*, before me, the undersigned, a Notary Public in and for said State, personally appeared
Donna Lee Mack

known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Signature: *Christine A. Whittington*

Name: Christine A. Whittington
Residing at: Boise
My commission expires: 08/15/02



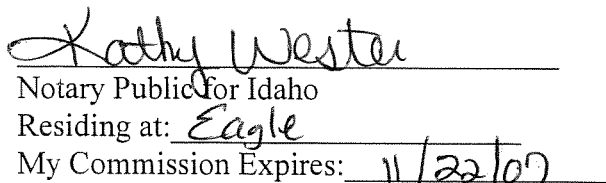
Transnation Title & Escrow, Inc.

#10

All of my interests in Water Right Nos. 63-2963; 63-2284 and 63-18591 including any rights to the diversion system used to deliver these water rights.

George Meyer

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



#11

ASSIGNMENT AGREEMENT
FOR RELINQUISHED PROPERTY
1031-2050

THIS ASSIGNMENT is made and entered into as of June 5, 1998 by and between HOLMES LUNDT AND LESLIE LUNDT, (hereinafter referred to as "Assignor"), PIONEER 1031 COMPANY, an Idaho corporation (hereinafter "Assignee") and CHARLES C. THOMPSON AND MARIETTA THOMPSON, HUSBAND AND WIFE, (hereinafter "Consenting Party").

RECITALS:

WHEREAS, Assignor and Consenting Party have entered into that certain Sale Contract/Purchase Agreement dated May 22, 1998 (hereinafter "Purchase Agreement"), a copy of which is attached as Exhibit "A" wherein Assignor agreed to transfer that certain real property legally described as:

Lot 11 in Block 1 of Buckskin Subdivision according to the plat thereof filed in Book 58 of Plats at pages 5484 and 5485, Records of Ada County, Idaho.

commonly known as: Lot 11, Block 1, Buckskin Subdivision, Eagle, ID (hereinafter "Relinquished Property") to Consenting Party; and

WHEREAS, Assignor desires to effect a tax deferred exchange of the Relinquished Property for other property or properties of like kind pursuant to and in accordance with Section 1031 of the Internal Revenue Code, and the Treasury regulations promulgated thereunder; and

WHEREAS, Assignor wishes to be relieved of the obligation to so dispose of the Relinquished Property under the Purchase Agreement and substitute Assignee in place of Assignor under the Purchase Agreement to allow Assignee to complete the transfer of the Relinquished Property as part of an integrated, interdependent transaction between Assignor and Assignee.

NOW, THEREFORE, the parties mutually agree as follows:





First American Title Company of Idaho

211 WEST STATE STREET • BOISE, IDAHO 83702 • (AREA 208) 344-5888 • FAX 344-1495

SUPPLEMENTAL ESCROW INSTRUCTIONS

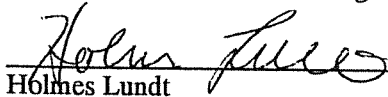
TO: FIRST AMERICAN TITLE COMPANY OF IDAHO, INC.
211 West State Street
Boise, ID 83702

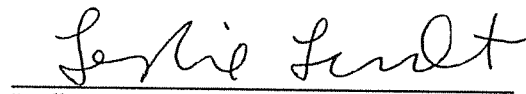
Re: FA-121209-PC

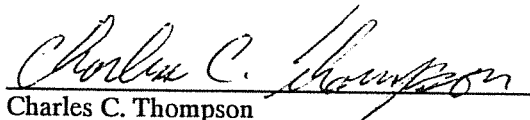
Our instructions to you in the above numbered escrow are hereby supplemented as follows:

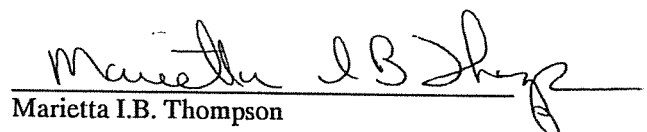
1. The parties hereto acknowledge that all the terms and conditions of the Commercial/Investment Real Estate Purchase and Sale Agreement dated 5/22/98, have been complied with to their full satisfaction.
2. It is the intention of the undersigned, to effect a tax-deferred exchange. The undersigned hereby acknowledges that he/she/they has/have independently selected their intermediary, accommodator, and/or facilitator to be used in this transaction, and First American Title Company of Idaho, Inc. has not participated in any way in the selection of said party. All funds received or proceeds paid with regard to the exchange are held by the parties intermediary. The undersigned further acknowledge(s) and confirm(s) that he/she/they has/have not relied upon any statement or representation made by First American Title Company of Idaho, Inc., its officers, principals or employees, regarding the legal or tax implications of this transaction. The undersigned further confirm(s) that he/she/they are relying solely on their own inquiry and information in entering into this transaction and confirm(s) that he/she/they has/have been advised to seek independent counsel of their own choosing from an attorney, accountant or other tax advisor with respect to the income tax and legal ramifications of this transaction.

The undersigned, jointly and severally, hold First American Title Company of Idaho, Inc. and its employees harmless and agree to indemnify them from any claim, expense, tax assessment or liability of any nature or kind or from any claim whatsoever, express or implied, whether in contract or tort, which may be asserted against First American Title Company of Idaho, Inc. now or in the future by any person, firm, corporation, government agency or taxing authority arising from this transaction, including any claims arising from this transaction not being treated as a 1031 Exchange.


Holmes Lundt


Leslie Lundt


Charles C. Thompson


Marietta I.B. Thompson

6. This Agreement may be executed in counterparts and shall be of the same force and effect as if one document had been signed by all parties.

IN WITNESS WHEREOF, the parties hereto have set their hands.

ASSIGNEE:

PIONEER 1031 COMPANY, AN IDAHO CORPORATION

BY: Robert E. Onnen
ROBERT E. ONNEN, SENIOR VICE PRESIDENT

DATE 6-8-98

ASSIGNOR(S):

Joan Lundt
HOLMES LUNDT

DATE 6/8/98

Leslie Lundt
LESLIE LUNDT

DATE 6-8-98

CONSENTING PARTY(S):

Charles C. Thompson
CHARLES C. THOMPSON

DATE 6-9-98

Marietta Thompson
MARIETTA THOMPSON

DATE 6-9-98



QUITCLAIM DEED

FOR VALUE RECEIVED, _____, Grantor, does hereby convey, release, remise and forever quit claim unto the Buckskin Homeowners Association, Grantee, the following described property located in Ada County, State of Idaho, as follows:

All of my interests in Water Right Nos. 63-2963; 63-2284 and 63-18591 including any rights to the diversion system used to deliver these water rights.

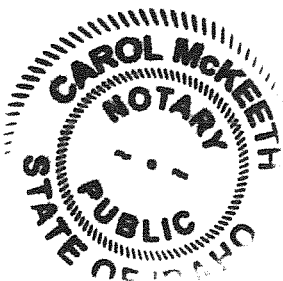
DATED this 12 day of Sept., 2006.

Charles C. Thompson
Marietta I.B. Thompson

STATE OF IDAHO)
: ss.
COUNTY OF ADA)

On this 12 day of Sept., 2006 CT., before the undersigned notary public in and for the said state, personally appeared Charles C. Thompson + Marietta I.B. Thompson known or identified to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Carol McKeeth
Notary Public for Idaho
Residing at: 5565 Aleut PL, Boise ID 83709
My Commission Expires: 08-2010



A Pioneer Company

PIONEER TITLE COMPANY
OF ADA COUNTY

8151 W. Riffelman Ave / Boise, Idaho 83704 / (208) 377-2700

P 174481 SO

Read and Approved:

WARRANTY DEED
(INDIVIDUAL)

FOR VALUE RECEIVED RANDOLPH E. STEINER and EILEEN A. STEINER, aka EILEEN ALANA STEINER, Husband and Wife

Grantor s , do hereby grant, bargain, sell and convey unto ROSS J. ELY and SUZANNE G. ELY, Husband and Wife

the Grantee s , whose current address is: 3795 North Saddleman Place, Eagle, ID 83616 the following described real property in Ada County, State of Idaho, more particularly described as follows, to-wit:
LOT 12 IN BLOCK 1 OF BUCKSKIN SUBDIVISION, ACCORDING TO THE PLAT THEREOF FILED IN BOOK 58 OF PLATS AT PAGES 5484 AND 5485, RECORDS OF ADA COUNTY, IDAHO.

TAX PARCEL ID NO: R1141740120

SUBJECT TO: THOSE CERTAIN LEASEHOLD AGREEMENTS DATED MARCH 14, 1994 AND RECORDED MARCH 31, 1994 AS INSTRUMENT NOS. 94029879 AND 94029880 RECORDS OF ADA COUNTY, IDAHO.

Randolph E. Steiner
RANDOLPH E. STEINER

Eileen A. Steiner
EILEEN A. STEINER

This document may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. All such counterparts together shall constitute one and the same document.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and Grantee heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee s, the Grantor s are the owner s in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee s and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (includes irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantor s will warrant and defend the same from all lawful claims whatsoever.

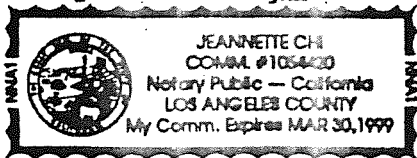
Dated: November 17, 1998

Randolph E. Steiner
Randolph E. Steiner

Eileen A. Steiner
Eileen A. Steiner

STATE OF California, County of Los Angeles, ss.

On this 18th day of November, in the year of 1998, before me Jeannette Chi, a notary public, personally appeared Randolph E. Steiner and XXXXXXXXXXXXXXXX, known or identified to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that they executed the same.



Notary Public: Jeannette Chi
Residing at: 3424 Wilshire Blvd., Los Angeles
My Commission Expires: March 30, 1999

ADA COUNTY RECORDER
J. DAVID HAVARRO
BOISE, IDAHO

1998 NO 20 PH 4: 30

RECORDED - REQUEST OF

FEE 6.00 DEPUTY [Signature]

98111958

PIONEER TITLE

#12

**REVISED DESCRIPTION FOR
ROSS and SUZANNE ELY
PARCEL B**

May 10, 2005

DESCRIPTION FOR A PARCEL OF LAND BEING A PORTION OF LOTS 11 AND 12, BLOCK 1, OF BUCKSKIN SUBDIVISION, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER COMMON TO LOTS 11 AND 12, BLOCK 1, OF BUCKSKIN SUBDIVISION AS RECORDED IN BOOK 58 OF PLATS, PAGES 5484 TO 5485, ADA COUNTY RECORDERS OFFICE, LYING IN THE SW 1/4 OF SECTION 34, T.5N, R.1E., B.M., THE **REAL POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE S 71°30'00" E 265.03 FEET TO A POINT;

THENCE N 85°22'15" E 140.57 FEET TO A POINT;

THENCE S 04°37'45" E 263.90 FEET TO A POINT ON THE LINE COMMON TO SAID LOTS 11, AND 12;

ALONG THE BOUNDARY OF SAID LOT 12 AS FOLLOWS:

THENCE S 55°26'08" W 146.60 FEET TO A POINT;

THENCE S 39°45'06" E 147.87 FEET TO A POINT ON A CURVE;

THENCE ALONG A CURVE TO THE LEFT 250.68 FEET, SAID CURVE HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 27°21'30", TANGENTS OF 127.78 FEET, AND CHORD WHICH BEARS S 25°14'47" W, 248.31 FEET TO A POINT ON A CURVE;

THENCE ALONG A CURVE TO THE LEFT 29.76 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 85°15'50", TANGENTS OF 18.41 FEET, AND CHORD WHICH BEARS N 31°03'55" W 27.09 FEET TO A POINT OF TANGENCY;

THENCE N 73°41'50" W 156.85 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT 124.06 FEET, SAID CURVE HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 56°51'49", TANGENTS OF 67.69 FEET AND CHORD WHICH BEARS S 77°52'16" W 119.04 FEET TO A POINT ON A TANGENT;

THENCE N 00°01'07" E 715.01 FEET TO THE **REAL POINT OF BEGINNING** OF THIS DESCRIPTION.

SAID PARCEL CONTAINING 5.47 ACRES MORE OR LESS.

WAYNE K. BARBER,

P.L.S. 8444

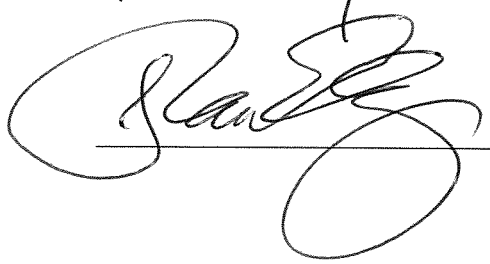
#12

QUITCLAIM DEED

FOR VALUE RECEIVED, _____, Grantor, does hereby convey, release, remise and forever quit claim unto the Buckskin Homeowners Association, Grantee, the following described property located in Ada County, State of Idaho, as follows:

All of my interests in Water Right Nos. 63-2963; 63-2284 and 63-18591 including any rights to the diversion system used to deliver these water rights.

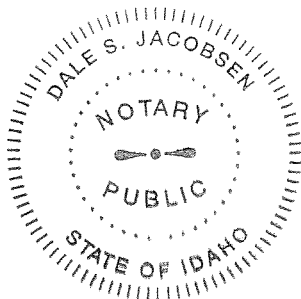
DATED this 14 day of August, 2006.

Ross Ely


STATE OF IDAHO)
 : ss.
COUNTY OF ADA)

On this 14 day of August, ²⁰⁰⁶~~1997~~, before the undersigned notary public in and for the said state, personally appeared Ross James Ely, known or identified to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.




Notary Public for Idaho
Residing at: Nampa
My Commission Expires: 4-9-2008



PIONEER TITLE COMPANY
OF ADA COUNTY

821 West State Street • Boise, Idaho 83702
(208) 336-6700

888 North Cole Road • Boise, Idaho 83704
(208) 377-2700

P 108685 50/EBN

SPACE ABOVE FOR RECORDING DATA

WARRANTY DEED

(INDIVIDUAL)

FOR VALUE RECEIVED WESLEY W. MCPHERSON and VIOLET E. MCPHERSON, Husband and
Wife

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL, and CONVEY unto

~~STEPHEN~~ ^{WILL} Y. DICK and KATHERINE PENNISI, Husband and Wife

GRANTEE(S), whose current address is: 6303 USTICK ROAD, BOISE, ID
the following described real property in ADA
more particularly described as follows, to wit:

County, State of Idaho,

LOT 13 IN BLOCK 1 OF BUCKSKIN SUBDIVISION ACCORDING TO THE PLAT THEREOF FILED IN
BOOK 58 OF PLATS AT PAGES 5484 AND 5485, RECORDS OF ADA COUNTY, IDAHO.

#13

QUITCLAIM DEED

FOR VALUE RECEIVED, _____, Grantor, does hereby convey, release, remise and forever quit claim unto the Buckskin Homeowners Association, Grantee, the following described property located in Ada County, State of Idaho, as follows:

All of my interests in Water Right Nos. 63-2963; 63-2284 and 63-18591 including any rights to the diversion system used to deliver these water rights.

DATED this 21 day of August, 2006.

Stephen Dick
Kathleen

STATE OF IDAHO)
 : ss.
COUNTY OF ADA)

On this 21 day of August, ~~1997~~ ²⁰⁰⁶, before the undersigned notary public in and for the said state, personally appeared Stephen Dick, known or identified to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Patti H Gehrig
Notary Public for Idaho
Residing at: Meridian
My Commission Expires: 05/02/09

WARRANTY DEED

(INDIVIDUAL)

FOR VALUE RECEIVED WESLEY W. MCPHERSON and VIOLET E. MCPHERSON, Husband and Wife, as to an Undivided 85.61% and ROBERT J. HANSON and ELSIE V. HANSON, Husband and Wife as to the remainder

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto COURTNEY D. NIELSON and STEPHANIE L. NIELSON, Husband and Wife

GRANTEE(S), whose current address is: 1823 Raintree Drive, Boise, ID
the following described real property in Ada County, State of Idaho,
more particularly described as follows, to wit:
LOT 14 IN BLOCK 1 OF BUCKSKIN SUBDIVISION ACCORDING TO THE PLAT THEREOF FILED IN
BOOK 58 OF PLATS AT PAGES 5484 AND 5485, RECORDS OF ADA COUNTY, IDAHO.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (includes irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: April 10, 1991

Wesley W. McPherson

Violet E. McPherson

Robert J. Hanson

Elsie V. Hanson

STATE OF Idaho, County of Ada, ss.

On this 10th day of April, 1991, before me, Sharlot Oien, a notary public, personally appeared Wesley W. McPherson, Violet E. McPherson, Robert J. Hanson, Elsie V. Hanson, known or identified to me to be the person (s) whose name (s) are subscribed to the within instrument, and acknowledged to me that t he y executed the same.

Notary Public:

Residing at:

My Commission Expires:

Meridian, ID

6/23/95

QUITCLAIM DEED

FOR VALUE RECEIVED, _____, Grantor, does hereby convey, release, remise and forever quit claim unto the Buckskin Homeowners Association, Grantee, the following described property located in Ada County, State of Idaho, as follows:

All of my interests in Water Right Nos. 63-2963; 63-2284 and 63-18591 including any rights to the diversion system used to deliver these water rights.

DATED this 11 day of September, 2006.

Stephanie L. Rubin

Bonnie Rubin

STATE OF IDAHO)
: ss.
COUNTY OF ADA)

On this 11 day of September, ²⁰⁰⁶~~1997~~, before the undersigned notary public in and for the said state, personally appeared Stephanie L. Rubin & Courtney D. Nielson, known or identified to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Angela Staley
Notary Public for Idaho
Residing at: Edgemoor, ID
My Commission Expires: 11-2-2010

QUITCLAIM DEED

FOR VALUE RECEIVED, N/A, Grantor, does hereby convey, release, remise and forever quit claim unto the Buckskin Homeowners Association, Grantee, the following described property located in Ada County, State of Idaho, as follows:

All of my interests in Water Right Nos. 63-2963; 63-2284 and 63-18591 including any rights to the diversion system used to deliver these water rights.

DATED this 8 day of September, 2006.

Thomas E Goodwin

Kristin Goodwin

STATE OF IDAHO)
: ss.
COUNTY OF ADA)

On this 8 day of September, ²⁰⁰⁶~~1997~~, before the undersigned notary public in and for the said state, personally appeared Thomas Goodwin and Kristin Goodwin, known or identified to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Tina Hart
Notary Public for Idaho,
Residing at: Ada County
My Commission Expires: 12/12/2011

Return To:
WASHINGTON TRUST BANK
HOME LOAN CENTER
PO BOX 2127, SPOKANE, WA
99210 2127

Prepared By:

[Space Above This Line For Recording Data]

DEED OF TRUST

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 together with all Riders to this document.

October 5, 2004

(B) "Borrower" is THOMAS E GOODWIN and KRISTIN L GOODWIN, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.
(C) "Lender" is WASHINGTON TRUST BANK

Lender is a BANKING CORPORATION
organized and existing under the laws of

WASHINGTON

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

VMP® -6(ID) (0005)

Page 1 of 15 MW 05/00

Initials:

Ray Vey

VMP MORTGAGE FORMS - (800)521-7291

Form 3013 1/01



to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of ADA :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT 15 IN BLOCK 1 OF BUCKSKIN SUBDIVISION ACCORDING TO THE PLAT THEREOF
FILED IN BOOK 58 OF PLATS AT PAGES 5484 AND 5485, RECORDS OF ADA COUNTY,
IDAHO.

Parcel ID Number: 270-R1141740150
3325 N SADDLEMAN PL
EAGLE
("Property Address"):

which currently has the address of
[Street]
[City], Idaho 83616 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

Test
Heij

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: A63-02963
Date Received: 8/30/1989
Receipt No: C010699
Received By: SEA

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ROBERT J. HANSON 208-939-6341
Address: 2452 EAST BEACON LIGHT ROAD
EAGLE, ID 83616

OR

Name: ELSIE V. HANSON 208-939-6341
Address: 2452 EAST BEACON LIGHT ROAD
EAGLE, ID 83616

2. Date of Priority: OCT 26, 1953

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
05N	01E	34	SE	NE	SW		ADA

5. Description of diverting works:
WELL 131'DEPTH,12"CASING, WITH PUMP, PIPELINE, & SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	1.000		

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

8. Total consumptive use is 175.0 Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER ASSOCIATED WITH IRRIGATED LAND.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05N	01E	34	NE	SW		IRR	10.0
			SE	SW		IRR	40.0
						Section Acres	50.0
						Total Acres	50.0

11. Place of use in counties: ADA

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

13. Other Water Rights Used:
A63-02284 CLAIMED

14. Remarks:

15. Basis of Claim: LICENSE
Water Right Number: 24539

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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1

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): Elsie V. Hanson Date: 8-30-89

Date: _____

State of Idaho)
County of AOA) SS.

Subscribed and sworn (or affirmed) before me this 30th day
of August 19 89
Forrest E. Luthy
Notary Public

Seal

Forrest E. Luthy, Notary Public
Residing at _____ Residing at Boise, Idaho
My Commission Expires Nov. 8, 1994
My Commission Expires _____

T5N, R1E Sec 34

27 2
34 3

5623

30.2

B610
1-2

B79

E 15.4

G 12.0

D 2.6

H 5.2

D 10.3

B 10.4

A 11.7

P.O. 2-2

A 7.5

B 2.5

B 2.4

F 1.8

G 3.8

H 4.1

I 4.6

J 9.6

K 1.8

7.7

L 3.8

M 7.2

N 2.0

O 2.0

P 2.0

Q 2.0

R 2.0

S 2.0

T 2.0

U 2.0

V 2.0

W 2.0

X 2.0

Y 2.0

Z 2.0

B 13.0

C 6.1

D 10.1

E 1.4

F 6.4

G 14.9

H 8.2

I 2.2

J 4.4

K 4.4

L 4.4

M 4.4

16.3

E 1.6

F 1.6

G 5.0

H 1.6

I 1.6

J 1.6

K 1.6

L 1.6

M 1.6

B88

A 11.0

B 8.2

C 2.2

D 4.4

E 4.4

MICROFILMED

AUG 18 1992

624

33 34
4 3

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

RIGHT NUMBER: 63-32586

NAME AND ADDRESS: BUCKSKIN SUBDIVISION HOMEOWNERS ASSOCIATION
3300 N SADDLEMAN PL
EAGLE ID 83616

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.900 CFS
202.500 AFY

Use of this right with Right No. 63-32588 is limited to a total combined diversion rate of .9 cfs.

PRIORITY DATE: 10/26/1953

POINT OF DIVERSION:

T05N R01E S34 NESW Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	0.900 CFS 202.50 AFY

PLACE OF USE: IRRIGATION in ADA County

T05N R01E S34	NESW	10.00	T05N R01E S34	SESW	35.00
---------------	------	-------	---------------	------	-------

45 ACRES TOTAL

Use of this right with Right No. 63-32588 is limited to the irrigation of a combined total of 45 acres in a single irrigation season.

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

Use of this right is combined with water from Capital View Irrigation Inc.

This right is a split from former right 63-2963 .

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	)	Water Rights: 63-2963 (Split)
	)	63-32586, 63-32587
Case No. 39576	)	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: December 21, 2006



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on December 21, 2006, 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	☐	overnight mail
Snake River Basin Adjudication	☒	regular mail
P.O. Box 2707	☐	hand-delivered
Twin Falls, ID 83303-2707	☐	facsimile

2. Copies to:

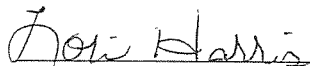
Clive Strong	☐	overnight mail
Office of the Attorney General	☒	regular mail
P.O. Box 44449	☐	hand-delivered
Boise, ID 83711-4449	☐	facsimile

United States Dept of Justice	☐	overnight mail
Environment & Natural Resource Div	☒	regular mail
550 West Fort Street MSC 033	☐	hand-delivered
Boise ID 83724	☐	facsimile

3. Copies to all parties to the subcase:

Buckskin Subdivision Homeowners Assoc.	☐	overnight mail
3300 N Saddleman Pl	☒	regular mail
Eagle ID 83616	☐	hand-delivered
	☐	facsimile

Gary Davis	☐	overnight mail
Dee Davis	☒	regular mail
2452 E Beacon Light Rd	☐	hand-delivered
Eagle ID 83616	☐	facsimile



Signature of person mailing this document



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

December 21, 2006

JAMES E. RISCH
Governor

KARL J. DREHER
Director

BUCKSKIN SUBDIVISION HOMEOWNERS ASSOCIATION
3300 N SADDLEMAN PL
EAGLE ID 83616

Re: Original Notice of Claim to a Water Right No. 63-2963, 63-18591
Renumbered to Notice of Claim to a Water Right No. 63-32586, 63-32588

Dear Claimant(s):

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

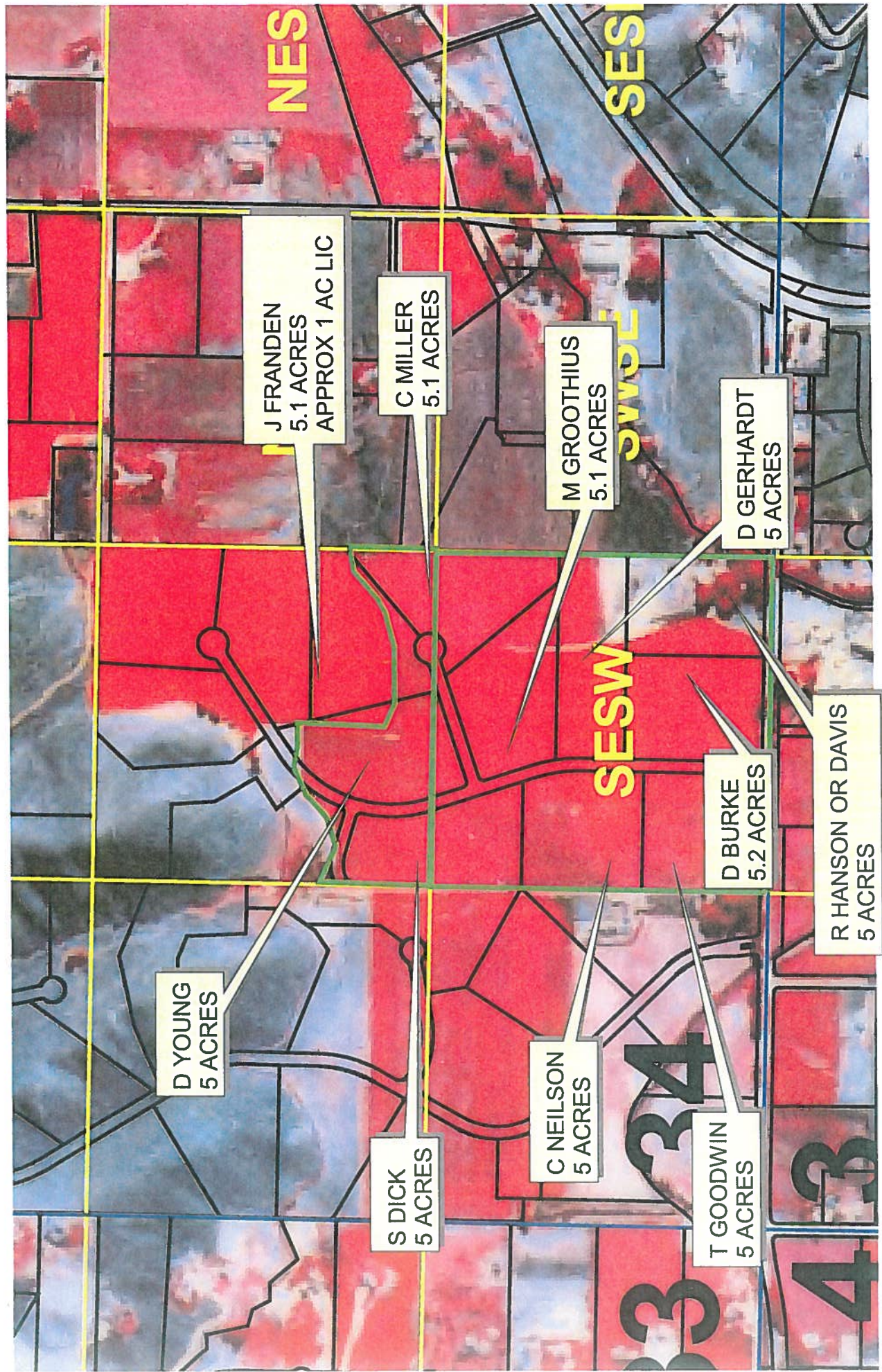
Also enclosed is a copy of the Notice of Completed Administrative Proceedings, which has been sent to the Snake River Basin Court as notification of the change.

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

Sincerely,

Lori Harris
Technical Records Specialist
Adjudication Section
Western Region Office

LH: lh
Enclosures



63-2963 license [groundwater] and 63-18591 [b/u based on license from Dry Creek].



Idaho Department of Water Resources

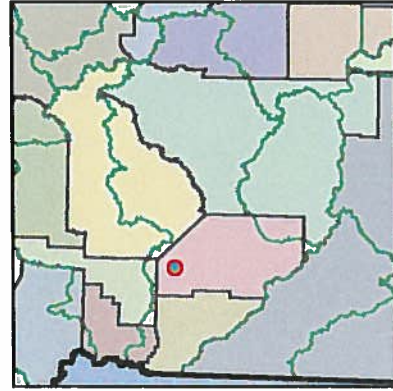
SRBA Recommendation:

63-32586

(Irrigation)

Legend

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



Ada County
IDWR Basin 63

Prepared by V. Music
On Friday, March 23, 2007
1987/88 Aerial Photography



0 0.1 0.2 Miles