

MEMORANDUM

TO: Water Right Permit File 63-31884

FROM: Daniel A. Nelson

DATE: December 23, 2019

SUBJECT: Volume Adjustments to license

I originally recommended that this permit did not need a volume limitation, because the volume of the domestic uses were limited to 13,000 gallons per day in the conditions. However, it was determined that a volume for the domestic use was required because there is the additional use of fire protection on the permit. Therefore, I added a volume based on the standard of 1.2 af per home for 92 homes or 110 af.

MEMORANDUM

TO: Water Right File 63-31884

FROM: Daniel Nelson – Analyst 3

DATE: November 1, 2019

SUBJECT: Licensing Review of Water Right 63-31884

The field exam for this right was performed by Certified Field Examiner Scott King of SPF Water Engineering.

History:

I feel it is important to go over a bit of the history of this permit. The Department issued this permit to D. B. Trust on June 12, 2004. Prior to Proof of beneficial use being due in May of 2006, the permit was assigned to Status Corporation of Idaho, and Status Corporation of Idaho filed an extension of time to provide proof of beneficial use, which was subsequently approved. In January of 2007 a request to change the water bearing zone was received, and the change was approved in October of 2007. In July of 2007, the permit was assigned to L222-3 Summerwind, LLC.

From September of 2007, Valley Hydro was hired to operate and manage the water system. In January of 2008, Valley Hydro received a letter from Union Land Company that the Summerwind, LLC project was being purchased and the sale was due to close in March of 2008. In July of 2008, Union Land Company informed Valley Hydro that operations on the development were ceasing. In 2009, it appears as Summerwind Partners LLC took possession of the subdivision through a series of Trustee Deeds. After several attempts to contact L222-3 Summerwind and Summerwind Partners LLC in 2011, the permit lapsed.

A request was received to reinstate the permit, and the permit was reinstated on April 29, 2019. A review of the aerial photography available to the Department, it was discovered that development of this subdivision has been rather slow. The following shows the number of homes developed throughout the years.

- Prior to 2011 – 2 homes built
- Between 2011 and 2013 – 1 home built
- Between 2013 and 2015 – 3 homes built
- Between 2015 and 2017 – 7 homes built
- Between 2017 and 7/19/2018 – 10 homes built.

Although the development of the subdivision has been rather slow and convoluted, all of the parcels were stubbed into the water system during the development of the water system. Therefore, we can look at all of the parcels in this subdivision.

Ownership:

Several attempts were made after the reinstatement to place the ownership of the permit into the name of Summerwind Partners, LLC. Currently the permit is still in the name of L222-3 Summerwing LLC. Through several discussion with administrative staff and the legal staff, it has been determined that we could move forward with changing the ownership of the permit at licensing to Summerwind Partners, LLC. The license will be issued in the name of Summerwind Partners, LLC.

The main issue with the ownership issues was that Summerwind Partners, LLC attained the well property through Trustee Deeds through bankruptcy proceedings, and the permit was not specified in any of the legal documents during those proceedings except for the Covenants and Restrictions for the subdivision. After reviewing all of the information provided by the Summerwind Partners, LLC's attorney it was determined that we could move forward with changing the ownership at licensing.

Overlap Review:

I found 6 water rights that overlap this place of use. I have included an attachment to this email that explains these overlapping water rights.

Field Report Review:

In my review of the field report, I agree with all of Mr. King's recommendations. The measurement that was taken reflected the fire flow diversion rate, since the fire flow rate is higher than the actual domestic requirement, the flow rate is reasonable. The domestic flow rate was determined in the application for permit stage by comparing domestic flow needs to similar subdivision requirements.

Mr. King speaks that the culinary water can be used for irrigation of the homes, and this also reflects the permit, since the permit includes supplemental conditions and doesn't restrict the domestic use to in-house use only. The overlapping irrigation rights include Wilder Irrigation District water and water from 4 supplemental irrigation rights, so it very unlikely that one of the homeowners would need to use their culinary water for irrigation. I am sure that there will be times when a homeowner may water gardens from the culinary system, so I feel it wise to include the irrigation in the domestic component. Mr. King recommended a diversion volume of 1.2 af per home, but the conditions of the permit limit the use per home to 13,000 gallons per day. We don't include a volume on the water right when there is a condition that limits the volume to 13,000 gallons per day.

Conditions:

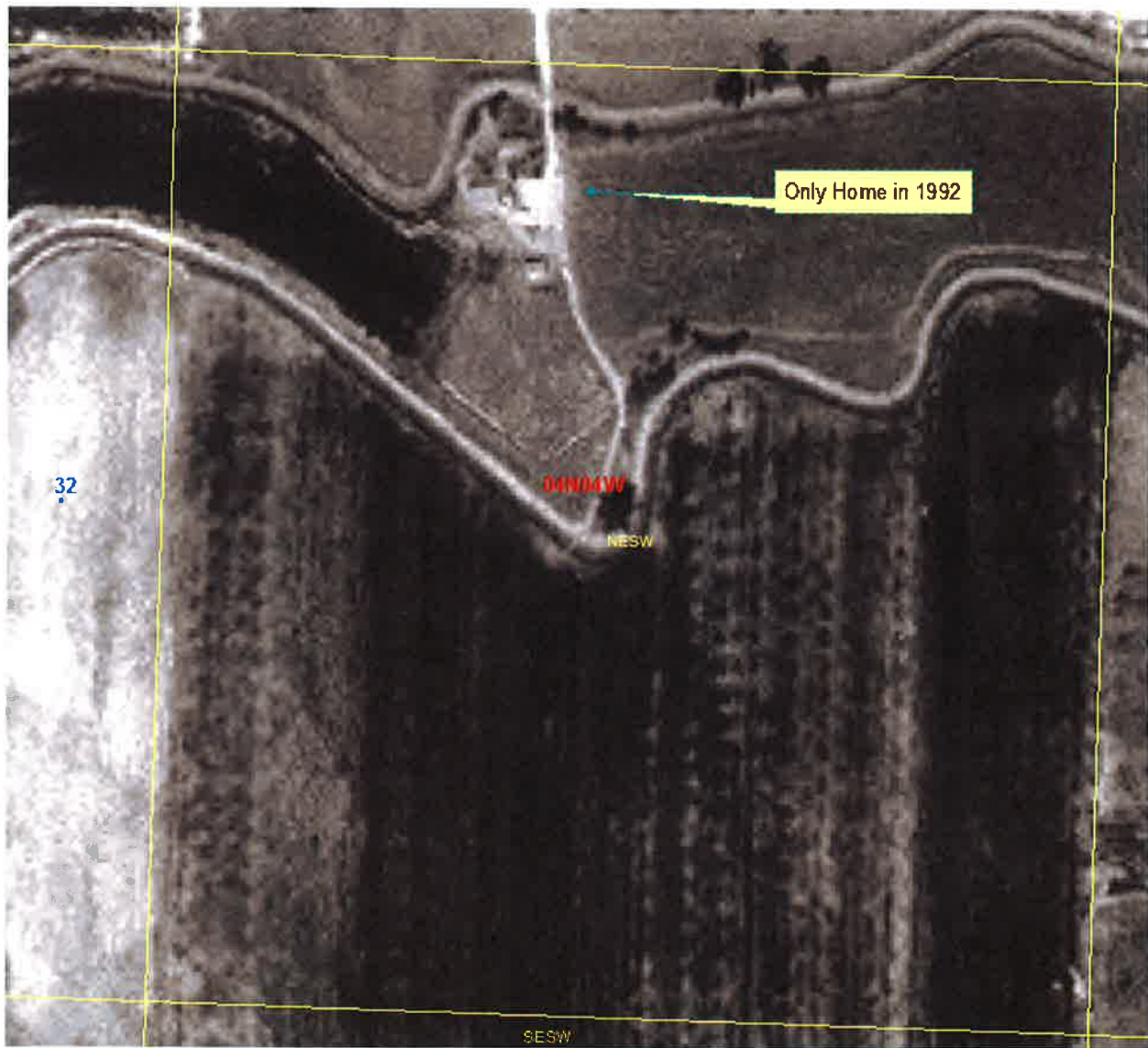
Conditions 01M, X01, 071, 070, 077, X59, and X60 will be carried forward to licensing. Condition 121 will be changed to condition 103 as is standard, and conditions 065 and 105 will be changed to condition 943. The remainder of the conditions will be removed at licensing. Conditions X59 and X60 will need to be updated to the new lot designations in the subdivision.

The water bearing zone from the well driller's reports show water is being drawn from 385 feet to 460 feet in one well and 632 feet to 732 feet in the other (see attached well driller reports). The water bearing zone on the permit is 350 feet to 750 feet. The water bearing zone condition was met, and this place of use is outside of the Basin 63 Ground Water Restricted Area. Therefore, I removed this condition.

Permit 63-31884 – Overlapping Rights for Domestic Uses:

The 1992 aerial photo below shows the only home. Water right 63-23963 has a priority date of 6/1/1935. This appears to be the location of overlapping water right 63-23693. This home appears to have been torn down and is now in the middle of the fairway. Water right 63-23693 is currently in the name of Idaho Golf Partners Inc., which appears to be one of the names of the companies operating the golf course.

Water right 63-26402 is also shown as an overlap in this place of use, but I believe the place of use should be in the SWNW instead of the NESW. The Well is described in the NESWNW, so it seems reasonable that this was a data entry error. Right 63-26402 claimed a priority date of 4/1/1978, and as you can see there is only one home in the 1992 aerial photo in this 40 acre tract. Idaho Golf Partners Inc. also did not change the ownership of this right, so it is safe to assume that right 63-26402 is not an overlapping water right for this permit.



Permit 63-31884 – Overlapping Rights for Irrigation Uses:

The following imagery show the overlapping irrigation water rights for this subdivision and golf course. The entire place of use is within the Wilder Irrigation District. The purple borders are for supplemental ground water rights 63-2946 and 63-3358A, and the red borders are for the supplemental ground water rights 63-9350A and 63-3033A. The field report states that a pressurized irrigation system supplies water from Wilder Irrigation District and several wells. The field report also states that the residents can also use their potable water if they choose.



63

Form 238-7
6/02IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT1. WELL TAG NO. D 0047175
DRILLING PERMIT NO. 896081-841581
Water Right or Injection Well No. 63-31884

2. OWNER:

Name STATUS CORPORATION OF IDAHO
Address 4301 GARRITY BLVD., SUITE 102
City NAMPA State ID Zip 83687

3. LOCATION OF WELL by legal description:

You must provide address or Lot, Blk, Sub. or Directions to well

Twp. 4 North ☒ or South ☐
Rge. 4 East ☐ or West ☒
Sec. 32 1/4 SW 1/4 SW 1/4
Gov't Lot _____ County CANYON 10 acres 1/4 160 acres
Lat: _____ Long: _____Address of Well Site AURA VISTA WAY

City _____

(Give at least name of road + Distance to Road or Landmark)

Lt. 15 Blk. 1 Sub. Name SUMMERWIND AT ORCHARD MILLS

4. USE:

☐ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation
☐ Thermal ☐ Injection ☒ Other DOMESTIC (PUBLIC WATER SYSTEM)

5. TYPE OF WORK check all that apply

☒ New Well ☐ Modify ☐ Abandonment ☐ Other _____ (Replacement etc.)

6. DRILL METHOD:

☐ Air Rotary ☐ Cable ☐ Mud Rotary ☒ Other REVERSE

7. SEALING PROCEDURES

Seal Material	From	To	Weight / Volume	Seal Placement Method
<u>BENTONITE</u>	<u>0</u>	<u>355</u>	<u>38.000</u>	<u>DRY POUR</u>

Was drive shoe used? ☐ Y ☒ N Shoe Depth(s) _____Was drive shoe seal tested? ☐ Y ☐ N How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
<u>10</u>	<u>+2</u>	<u>385</u>	<u>365</u>	<u>STEEL</u>	☒	☐	☒	☐
<u>10</u>	<u>460</u>	<u>470</u>	<u>365</u>	<u>STEEL</u>	☒	☐	☒	☐

Length of Headpipe _____ Length of Tailpipe _____

Packer ☐ Y ☒ N Type _____

9. PERFORATIONS/SCREENS PACKER TYPE

Perforation Method _____

Screen Type & Method of Installation JOHNSON WIREWRAP

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
<u>385</u>	<u>460</u>	<u>.015</u>		<u>10"</u>	<u>S.S.</u>	☒	☐

10. FILTER PACK

Filter Material	From	To	Weight / Volume	Placement Method
<u>#14-30 SAND</u>	<u>355</u>	<u>475</u>	<u>19.000</u>	<u>DRY POUR</u>

11. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

160' ft. below ground Artesian pressure _____ lb.

Depth flow encountered _____ ft. Describe access port or control devices: _____

1 1/4" PIPE ON SIDE

841581

Office Use Only

Well ID No. 411851

Inspected by _____

Twp _____ Rge _____ Sec _____
1/4 1/4 1/4

Lat: _____ Long: _____

12. WELL TESTS:

☒ Pump ☐ Bailor ☐ Air ☐ Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time
<u>250 gpm.</u>	<u>130'</u>	<u>290'</u>	<u>8 hrs</u>

Water Temp. _____

Bottom hole temp. _____

Water Quality test or comments: _____

Depth first Water Encounter _____

13. LITHOLOGIC LOG: (Describe repairs or abandonment)

Water

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Y	N
<u>20"</u>	<u>0</u>	<u>3</u>	<u>TOP SOIL</u>		
	<u>3</u>	<u>12</u>	<u>SAND</u>		
	<u>12</u>	<u>14</u>	<u>BRN CLAY</u>		
	<u>14</u>	<u>19</u>	<u>SAND</u>		
	<u>19</u>	<u>81</u>	<u>CLAY</u>		
	<u>81</u>	<u>93</u>	<u>SAND, PEA GRAVEL, SILTSTONE</u>		
	<u>93</u>	<u>119</u>	<u>STICKY BRN CLAY</u>		
	<u>119</u>	<u>125</u>	<u>FINE SAND, SIL GRAVEL</u>		
	<u>125</u>	<u>142</u>	<u>BRN CLAY</u>		
	<u>142</u>	<u>145</u>	<u>FINE-MED SAND</u>		
	<u>145</u>	<u>156</u>	<u>BRN CLAY</u>		
	<u>156</u>	<u>167</u>	<u>FINE-MED SAND</u>		
	<u>167</u>	<u>313</u>	<u>CLAY</u>		
	<u>313</u>	<u>327</u>	<u>FINE SAND w/CLAY</u>		
	<u>327</u>	<u>394</u>	<u>BLUE CLAY w/SM SAND LAYERS</u>		
	<u>394</u>	<u>425</u>	<u>FINE SAND</u>		
	<u>425</u>	<u>440</u>	<u>BLUE CLAY, SOME FINE SAND</u>		
	<u>440</u>	<u>447</u>	<u>FINE SAND, SIL GRAVEL</u>		
	<u>447</u>	<u>460</u>	<u>CLAY</u>		
	<u>460</u>	<u>475</u>	<u>CLAY</u>		

RECEIVED

OCT 05 2006

WATER RESOURCES
WESTERN REGIONCompleted Depth 470' (Measurable)Date: Started 8-19-06 Completed 9-8-06

14. DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name RIVERSIDE INC Firm No. 333Principal Driller [Signature] Date 10-3-06and Driller or Operator II [Signature] Date 10-3-06Operator I [Signature] Date 10-3-06Principal Driller and Rig Operator Required.
Operator I must have signature of Driller/Operator II.

FORWARD WHITE COPY TO WATER RESOURCES

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

1. WELL TAG NO. D 0046837
DRILLING PERMIT NO. 896038-84/486
Water Right or Injection Well No. 63-31884

2. OWNER:

Name STATUS CORPORATION OF IDAHO
Address 4301 GARRITY BLVD., SUITE 102
City NAMPA State ID Zip 83687

3. LOCATION OF WELL by legal description: (WELL # 1)

You must provide address or Lot, Blk, Sub. or Directions to well.

Twp. 4 North ☒ or South ☐
Rge. 4 East ☐ or West ☒
Sec. 32 1/4 SW 1/4 SW 1/4
Gov't Lot _____
County CANYON
Lat: _____ Long: _____
Address of Well Site AURA VISTA WAY
City _____
(Give at least name of road + Distance to Road or Landmark)

LI. 15 Blk. 1 Sub. Name SUMMERWIND at ORCHARD HILLS

4. USE:

☐ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation
☐ Thermal ☐ Injection ☒ Other DOMESTIC (PUBLIC WATER SYSTEM)

5. TYPE OF WORK check all that apply

☒ New Well ☐ Modify ☐ Abandonment ☐ Other (Replacement etc.)

6. DRILL METHOD:

☐ Air Rotary ☐ Cable ☐ Mud Rotary ☒ Other REVERSE

7. SEALING PROCEDURES

Seal Material	From	To	Weight Volume	Seal Placement Method
BENTONITE	0	600	48,000	DRY POWDER
BENTONITE	715	800	4,800	" "

Was drive shoe used? ☐ Y ☒ N Shoe Depth(s) _____

Was drive shoe seal tested? ☐ Y ☐ N How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
10"	42	632	.365	STEEL	☒	☐	☒	☐
10"	682	695	.365	STEEL	☒	☐	☒	☐

Length of Headpipe _____ Length of Tailpipe 10'

Packer ☐ Y ☒ N Type _____

9. PERFORATIONS/SCREENS PACKER TYPE

Perforation Method _____

Screen Type & Method of Installation JOHNSON WIRE WRAP

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
632	682	.015		10"	S.S.	☒	☐
695	705	.015		10"	S.S.	☒	☐

10. FILTER PACK

Filter Material	From	To	Weight Volume	Placement Method
#14-30 SAND	600	715	18,000	POUR

11. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

208 ft. below ground Artesian pressure _____ lb.

Depth flow encountered _____ ft. Describe access port or control devices: _____

1 1/4" PIPE ON SIDE

84/486
Office Use Only
Well ID No. 411757
Inspected by _____
Twp _____ Rge _____ Sec _____
1/4 1/4 1/4
Lat: _____ Long: _____

12. WELL TESTS:

Yield gal./min.	Drawdown	Pumping Level	Time
<u>400 gpm</u>	<u>98</u>	<u>306</u>	<u>8 hrs</u>

Water Temp. _____ Bottom hole temp. _____

Water Quality test or comments: _____

Depth first Water Encounter _____

13. LITHOLOGIC LOG: (Describe repairs or abandonment)

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Water
20	0	3	TOP SOIL	
	3	12	SAND	
	12	14	BRN CLAY	
	14	19	SAND	
	19	81	CLAY	
	81	93	SAND, PEA GRAVEL, SILTSTONE	
	93	119	STICKY BRN CLAY	
	119	125	FINE SAND, SM GRAVEL	
	125	142	BRN CLAY	
	142	145	FINE-MED SAND	
	145	156	BRN CLAY	
	156	167	FINE-MED SAND	
	167	313	CLAY	
	313	327	FINE SAND w/CLAY	
	327	394	BLUE CLAY w/SM SAND LAYERS	
	394	425	FINE SAND	
	425	447	BLUE CLAY, SOME FINE SAND	
	447	460	FINE SAND, SM GRAVEL	
	460	494	BLUE CLAY	
	494	547	FINE SAND w/SM BLUE CLAY LAYERS	
	547	597	BLUE CLAY	
	597	604	FINE SAND	
	604	642	BLUE CLAY	
	642	689	FINE SAND w/SM CLAY LAYERS	
	689	699	BLUE CLAY	
	699	717	FINE SAND w/CLAY LAYERS	
	717	722	BLUE CLAY	
	722	730	FINE SAND	
	730	800	BLUE CLAY	

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SEP 12 2006

WATER RESOURCES
WESTERN REGION

Completed Depth 715' (Measurable: _____)

Date: Started 7-18-06 Completed 9-2-06

14. DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name RIVERSIDE INC Firm No. 333

Principal Driller [Signature] Date 9-11-06

Driller or Operator II [Signature] Date 9-11-06

Operator I [Signature] Date 9-11-06

Principal Driller and Rig Operator Required.
Operator I must have signature of Driller/Operator II.

Nelson, Dan

From: Nelson, Dan
Sent: Friday, November 01, 2019 9:40 AM
To: 'honsingerlaw@gmail.com'
Subject: Summerwind Partners Permit.

Hello Charlie,

I have just started my review. During the process of re-familiarizing myself with the file, I found out that permit has already been reinstated. Therefore, we will straight forward to the licensing of the permit. During our telephone call the other day, I thought we still had to reinstate the permit, but that has already been done. I wanted to let you know, so you wouldn't be surprised when you see the license next instead of the reinstatement order.

Daniel Nelson
Water Right Analyst 3
Idaho Department of Water Resources
Telephone (208) 287-4856
Fax (208) 287-6700 (attn: Dan Nelson)

Nelson, Dan

From: Nelson, Dan
Sent: Friday, September 13, 2019 1:42 PM
To: 'honsingerlaw@gmail.com'
Subject: RE: Permit 63-31844

Hello Charlie,

I must have gotten the number wrong. The permit number is 63-31844.

From: Nelson, Dan
Sent: Friday, September 13, 2019 1:29 PM
To: 'honsingerlaw@gmail.com' <honsingerlaw@gmail.com>
Subject: Permit 63-34487

Hello Charlie,

I wanted to send you an email to let you know that I did receive the message you left today concerning permit 63-34487. I have contacted our legal staff to set up a time to speak to you about your concerns with permit 63-34487. If they don't contact you directly, I will work to set up a meeting concerning this issue.

You are always welcome to contact me directly, but I don't think that I can provide the information you are seeking.

Respectfully,

Daniel Nelson
Water Right Analyst 3
Idaho Department of Water Resources
Telephone (208) 287-4856
Fax (208) 287-6700 (attn: Dan Nelson)

Nelson, Dan

From: Nelson, Dan
Sent: Friday, August 09, 2019 9:45 AM
To: 'honsingerlaw@gmail.com'
Subject: Permit 63-34487

Hello Charlie,

This email is to document our telephone conversation concerning the change of ownership we received for permit 63-34487 to Summerwind Partners, LLC (SPL). In our telephone conversation, I told you that if we licensed this permit and changed the ownership based on the information you supplied, we would only be able to change the ownership on those lots that were conveyed to SPL, unless you can show the water rights were specifically withheld in the conveyance documents of the properties that have been sold to other individuals and/or companies. I also informed you that this is still a permit, so we could accept an assignment of permit for the previous owner of the permit.

Due to the complexity of this situation, you asked if you could hold the licensing of the permit and the ownership change until October 5, 2019. Your request has been granted, and I will place the file on hold until October 5, 2019. I appreciate your cooperation and would be willing to assist you in any way that I can.

Respectfully,

Daniel Nelson
Water Right Analyst 3
Idaho Department of Water Resources
Telephone (208) 287-4856
Fax (208) 287-6700 (attn: Dan Nelson)

Honsinger Law, PLLC
Charles L. Honsinger
(208) 863-6106

July 3, 2019

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JUL 03 2019

WATER RESOURCES
WESTERN REGION

Idaho Department of Water Resources
Western Regional Offices
2735 Airport Way
Boise, ID 83705-5082

Re: Notice of Change of Water Right Ownership for Permit No. 63-31884

Dear Sir or Madam:

Enclosed please find a completed Notice of Change of Water Right Ownership for permit no. 63-31884 together with supporting documents that I submit on behalf of my client Summerwind Partners, LLC. Please note that the record owner of the permit, L222-3 ID Summerwind, LLC, is listed by the Idaho Secretary of State's office as Inactive/Dissolved since 2009.

Summerwind Partners, LLC's ownership of permit no. 63-31884 is based on the following pertinent facts:

1. 12/3/2003 D.B. Trust applied for permit no. 63-31884.
2. 6/12/2004 IDWR issued permit no. 63-31884 in the name of D.B. Trust.
3. 5/11/2006 D.B. Trust executed an Assignment of Permit No. 63-31884 to Status Corporation of Idaho.
4. 5/24/2007 L222-1 ID Summerwind LLC, L222-2 ID Summerwind LLC, and L222-3 ID Summerwind LLC recorded the Declaration of Covenants, Restrictions and Easements ("CREs") for the subdivision (executed 5/22/2007). The CREs provide that Lot 15, Block 1 is designated as the "Well Lot" and that the Well Lot Owner (L222-3 ID Summerwind LLC according to the CREs - although no deed has been found conveying the Well Lot to L222-3) also owns the water rights and implements of diversion and distribution. (Relevant portions of CREs attached as **Exhibit A**).
5. 5/25/2007 A title policy dated 5/25/2007 issued on July 13, 2007 to Integrated Financial

Associates, Inc. ("IFA") references a mortgage in favor of IFA on all lots in the subdivision (including Lot 15, Block 1 - the Well Lot) executed by L222-1 ID Summerwind, LLC on May 18, 2007 and recorded on May 25, 2007. The title policy indicates that the owner of all the lots at that time (again, including the Well Lot) was L222-1 ID Summerwind, LLC. (Copy of title policy attached as **Exhibit B**).

6. 6/28/2007 Status Corporation of Idaho executed an Assignment of Permit No. 63-31884 in favor of L222-3 ID Summerwind, LLC.
7. 7/12/2007 L222-1 ID Summerwind LLC executed a Deed of Trust in favor of Land America Transnation (the Trustee) to benefit IFA in the event that the mortgage secured by the Deed of Trust went into default. The Deed of Trust covered Lot 15, Block 1 - the Well Lot. The Deed of Trust was backdated to May 18, 2007 - the same date as the mortgage executed by L222-1 ID Summerwind, LLC in favor of IFA. (Copy of Deed of Trust attached as **Exhibit C**).
8. 1/22/2009 The Trustee under the May 18, 2007 Deed of Trust referenced in no. 7 hereinabove executed a Trustee's Deed conveying Lot 15, Block 1 to Summerwind Partners, LLC after L222-1 ID Summerwind, LLC defaulted on its loan obligations. (Copy of Trustee's Deed attached as **Exhibit D**).
9. No deed has been found conveying Lot 15, Block 1 to L222-3 ID Summerwind, LLC.

Analysis

The CRE's executed by the three L222 entities defines the "Well Lot" as Lot 15, Block 1 of the subdivision. See Exhibit A, Article III. The CRE's also state that "[t]he Well Lot and all water rights" "shall be owned [by] the Well Owner". See **Exhibit A**, Article XII, Section 12.1. Notably the CRE's were executed on behalf of all three L222 entities by the same "Sole Member" of each entity - Union Land Company, LLC; and signed by the same person for Union Land Company, LLC - Kerry Angelos; thus indicating an integrated strategy for the land and its water rights.

The title policy dated May 25, 2007 indicates that L222-1 ID Summerwind, LLC owned the Well Lot at that time even though the CRE's dated May 24, 2007 defined L222-3 as the "Well Lot Owner." See **Exhibit B**. Regardless, as discussed above, the same entity, Union Land Company, LLC, owned all three L222 entities.

Idaho Department of Water Resources
July 3, 2019
Page 3 of 3

Summerwind Partners, LLC has been unable to find any deed conveying the Well Lot to L222-3 ID Summerwind, LLC. However, even if such a deed were executed, it would have occurred after the date of the title policy which itself was issued after execution of the May 18, 2007 Deed of Trust in favor of IFA that secured IFA's loan to L222-1 with, among other assets, the Well Lot itself.

Accordingly, any conveyance of the Well Lot to L222-3 (if it in fact occurred) was subject to IFA's Deed of Trust, and L222-3's interest in the Well Lot (if any) was foreclosed by the default and sale of the Well Lot to Summerwind Partners, LLC.

Because all entities with any interest in the Well Lot and/or the permit had signed the CREs indicating that the Well Lot Owner also owns the water rights, it seems appropriate to ensure that the intent of the parties is carried out - especially because the intent was part of an integrated plan constructed by a single entity - Union Land Company, LLC.

Based upon the foregoing facts and analysis, Summerwind Partners, LLC respectfully requests that IDWR change the ownership of Permit No. 63-31884 into its name, and that IDWR issue a license in the name of Summerwind Partners, LLC as soon as feasible.

Please contact me with any questions or concerns regarding the foregoing. Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Charles L. Honsinger".

Charles L. Honsinger

enclosures

cc: Client (with enclosures).

RECEIVED

JUL 08 2019

RECEIVED

JUL 03 2019

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

DEPARTMENT OF
WATER RESOURCES
WESTERN REGION

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-31884	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: L222-3 ID Summerwind LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Summerwind Partners, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 3311 S. Rainbow Blvd., Suite 209 Las Vegas NV 89146
Mailing address City State ZIP
702-257-0021 bill_ifa@yahoo.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 1/22/09; 3/09/09
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: William Egan President June 25, 2019
Signature of new owner/claimant Title, if applicable Date
Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by LT Date 7/3/19 Receipt No. W0475165 Receipt Amt. 25
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by _____ Processed by _____ Date _____

EXHIBIT A

2007036186

RECORDED

2007 MAY 24 PM 4 19

WILLIAM H. HURST
CANYON CITY RECORDER
BY *Jackie L. Hurst*

TRANSACTION TITLE

REQUEST

TYPE

FEE

117.00

**DECLARATION OF
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR**

**SUMMERWIND AT ORCHARD HILLS
SUBDIVISION PHASE I AND PHASE II**

Dated MAY 22, 2007

Lot: A portion of the Subdivision which is a legally described Lot within the Subdivision as shown on the recorded Plat. As used in this Declaration, the word "Lot" does not include the Golf Course or Well Lot.

Member: Any person(s) who is an Owner of a Lot (other than Common Area, Golf Course or Well Lot) within the Subdivision.

Occupant: Any person or other legal entity who or which is legally entitled to occupy and use any Building on a Lot.

Owner: A person(s) or other legal entity(s), including the Grantor, holding fee simple title to a Lot in the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, but including any Mortgagee (of any priority) or other security holder in actual possession of a Lot as a result of foreclosure or otherwise, and any person taking title through such Mortgages or other security holder by purchase at foreclosure sale or otherwise.

Plat: The final subdivision plat covering each phase of the Property, or portion thereof, as recorded in the office of the Canyon County Recorder, as the same may be amended by duly recorded amendments thereto.

Well Lot: Lot 15 in Block 1 of SummerWind at Orchard Hills Subdivision Phase I.

Well Lot Owner: L222-3 ID SummerWind, LLC, an Idaho limited liability company.

ARTICLE IV. PURPOSE

The Subdivision, and each Lot therein, are hereby made subject to the covenants, conditions and restrictions contained in this Declaration, all of which shall run with the land, and shall apply to each and every Owner and Occupant thereof and their respective successors in interest, for the purpose of ensuring Owners and Occupants of quality of design, development, improvement, use and maintenance of the Lots and Improvements thereon and shall protect and enhance the investment and use of all Lots within the Subdivision.

ARTICLE V. EASEMENTS

SECTION 5.1. Easements. There is hereby reserved for the use and benefit of the Grantor and granted for the use and benefit of each Lot, and for the use and benefit of each Owner and Occupant of a Lot, and for the use and benefit of the Association, and their successors and assigns for the purposes to such use, development and maintenance of the Property, the following easements:

- (a) **Public Utilities.** For the installation and maintenance of public utility facilities of all kinds, including power, gas, sewer, radio and television and transmission cables, the easements so dedicated on the Plat for the Subdivision

liability, damage or injury resulting from such overspray or the exercise of this easement.

- (c) The Golf Course Owner, its employees, contractors and customers shall have a perpetual easement over and across all Lots and Common Area adjacent to the Golf Course for the purpose of retrieving golf balls reasonably within the range of the Golf Course. All Lots and Common Areas lying adjacent to the Golf Course are burdened with an easement for natural drainage of storm water runoff from portions of the Golf Course, provided no change or alteration is made to the natural drainage so as to materially increase the drainage of storm water onto adjacent Lots and Common Area without the prior consent of the Owner of the affected Lot or the Association with respect to Common Area.

ARTICLE XII. DOMESTIC WATER WELL

SECTION 12.1. Ownership. The Well Lot and all water rights, pumps, equipment and fixtures now or hereafter located thereon shall be owned the Well Owner, and, except for the rights of the Owners and the Association expressly granted in this Article XII, the Well Lot shall not be Common Area and neither the Association nor the Owners shall have any rights or interest therein.

SECTION 12.2. Water System. The Well Owner shall, at all times, provide adequate domestic potable water to all Lots in the Subdivision for all domestic purposes, including fire suppression, but not including irrigation purposes. The Well Owner shall install, maintain, repair and replace, when necessary, all wells, pumps, water lines and all other equipment necessary to supply domestic water to the boundary of each Lot within the Subdivision, adequate for all domestic water uses. In the event the Well Owner fails to maintain the equipment to provide adequate domestic water for the Lots, the Association, after ten (10) days written notice to the Well Owner, may enter upon the Well Lot and perform such maintenance, repairs and replacements as reasonably necessary to provide adequate domestic water for the Lots. In such event, Well Owner shall reimburse the Association for the cost of such repairs within thirty (30) days after receipt of an itemized invoice therefor. In the event the Well Owner fails to reimburse the Association for such costs within such thirty (30) day period, there is hereby created a continuing lien on the Well Lot for the payment of such costs. Such lien shall be effective upon filing a notice thereof in the real property records of Canyon County signed and verified by the Association setting forth (i) the amount of the lien, (ii) the name of the owner or reputed owner of the Well Lot, and (iii) the legal description of the Well Lot.

SECTION 12.3. Separate Meters. All domestic water supplied to each Lot of the Subdivision shall be individually metered and all Lot Owners shall be subject to reasonable or regulated water assessments by the Well Owner. Lot owners must purchase approved water meter from L222-3 ID Summerwind and or its assigns.

SECTION 12.4. Other Users. All Owners in the Association acknowledge that the Well Lot may be transferred to a private water users association and may provide domestic water to properties outside of the Subdivision.

IN WITNESS WHEREOF the Grantor has executed this Declaration as of the day and year first above written.

GRANTOR:

L222-1 ID SUMMERWIND, LLC
an Idaho limited liability company

By: Union Land Company, LLC,
Sole Member
an Idaho limited liability company

By: 
Kerry Angelos
Its: Authorized Member

GOLF COURSE OWNER:

L222-2 ID SUMMERWIND, LLC
an Idaho limited liability company

By: Union Land Company, LLC,
Sole Member
an Idaho limited liability company

By: 
Kerry Angelos
Its: Authorized Member

WELL OWNER:

L222-3 ID SUMMERWIND, LLC
an Idaho limited liability company

By: Union Land Company, LLC,
Sole Member
an Idaho limited liability company

By: 
Kerry Angelos
Its: Authorized Member

EXHIBIT B

CLTA ENDORSEMENT 110.5 – MODIFICATION OF MORTGAGE

Issued by **Transnation Title Insurance Company**



Transnation Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.

Attached to and made a part of Policy No.: K87-0001438

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage which the insured shall sustain by reason of:

1. The failure of those certain six (6) Deeds of Trust executed by L222-1 ID Summerwind, LLC, an Idaho limited liability company and recorded as Instrument Nos. 2007048601, 2007048602, 2007048603, 2007048604, 2007048605, 2007048606 to modify the insured mortgage or the obligation secured thereby;
2. The priority of any lien or encumbrance over the lien of the insured mortgage as modified by the above mentioned agreement, except for those matters shown in Schedule B as prior to the insured mortgage, and the following matters: None

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: July 13, 2007, at 4:22 P.M.

TRANSNATION TITLE INSURANCE COMPANY

Countersigned:

By: Kelly B. Sato
Authorized Officer or Agent



By:

Janet A. Albert

President

Attest:

Wm. Chadwick Perrine

Secretary

3
DUPLICATE

Issued with Policy
No.:

POLICY FOR TITLE INSURANCE

SCHEDULE A

Amount of Insurance: \$9,500,000.00

Policy No.: K87-0001438

File No.: 0700053426

Date of Policy: May 25, 2007 at 4:07 p.m.

1. Name of Insured:

INTEGRATED FINANCIAL ASSOCIATES, INC., a Nevada corporation, its successors and assigns

2. The estate or interest in the land described in this Schedule and which is encumbered by the insured mortgage is fee simple

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

L222-1 ID SUMMERWIND, LLC, an Idaho Limited Liability Company

4. The mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any, are described as follows:

A mortgage to secure payment of a note for \$9,500,000.00, and any other amounts as therein provided,

Recorded: May 25, 2007 as Instrument No. 2007036527, of Official Records

Dated: May 18, 2007

Mortgagor: L222-1 ID SUMMERWIND, LLC, an Idaho Limited Liability Company

Mortgagee: INTEGRATED FINANCIAL ASSOCIATES, INC., a Nevada corporation, its successors and assigns

5. The land referred to in this policy is described as set forth in the insured mortgage, is situated in the County of Canyon, State of Idaho, and is identified as follows:

SEE EXHIBIT "A" ATTACHED

(continued)

Countersigned: _____


Authorized Officer or Agent

Kelly R. Sato

American Land Title Association Loan Policy - (Rev. 6/17/06)

This Policy Is Valid Only If Schedule B Is Attached

dl-

File No.:0700053426

Policy No.:K87-0001438

SCHEDULE A (continued)

LEGAL DESCRIPTION (continued)

EXHIBIT "A"

PARCEL I

Lots 1 through 40, inclusive, in Block 1 and Lots 1 through 15, inclusive, in Block 2 of SUMMERWIND AT ORCHARD HILLS SUBDIVISION PHASE I, Canyon County, Idaho, according to the official plat thereof, filed in Book 39 of Plats at Page 21, records of said County.

PARCEL II

Lots 41 through 47, inclusive, and Lots 49 through 68, inclusive, in Block 1 and Lots 1 through 20, inclusive, in Block 4 of SUMMERWIND AT ORCHARD HILLS SUBDIVISION PHASE II, Canyon County, Idaho, according to the official plat thereof, filed in Book 39 of Plats at Page 22, records of said County.

File No.: 0700053426

Policy No.: K87-0001438

SCHEDULE B - PART I

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

1. Water rights, claims or title to water.
2. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
3. General taxes which may be assessed and extended on any "subsequent" or "occupancy" tax roll for the tax year 2006/2007 with respect to improvements completed during 2006/2007, which may escape assessment of the regular tax roll; which are a lien not yet due or payable.
4. General taxes for the year 2007, which are a lien, payable on or before December 20 of said year and not delinquent until after said date.
5. Liens and assessments of the WILDER IRRIGATION DISTRICT, and the rights, powers and easements of said district as by law provided. All assessments are paid current.
6. Ditch, road and public utility easements as same may exist over said premises.
7. Rights and claims in and to that portion of said premises lying within the Ustick Road right of way.
8. Rights and claims in and to that portion of said premises lying within the Van Slyke Road right of way.
9. Rights and claims in and to that portion of said premises lying within the Boehner Road right of way.
10. Rights and claims in and to that portion of said premises lying within the Mora Canal right of way.
(AFFECTS LOTS 16, 17, 19 THROUGH 32, INCLUSIVE, 39 AND 40 IN BLOCK 1 OF PARCEL I AND LOTS 41, 47, 48, 49, 50, 51 AND 66 IN BLOCK 1 OF PARCEL II)
11. Any adverse claim based on the assertion that the location of the Mora Canal has moved.
(continued)

NOTE: Unless Schedule B Part II is attached there are no subordinate matters that affect the title to the estate or interest referred to in Schedule A.

SCHEDULE B - PART I (continued)

EXCEPTIONS (continued)

12. Rights and claims in and to that portion of said premises lying within the Deer Flat High Line Canal right of way.
(AFFECTS LOTS 17 AND 18 IN BLOCK 1 OF PARCEL I)
13. Any adverse claim based on the assertion that the location of the Deer Flat High Line Canal has moved.
14. An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded August 7, 1969, as Instrument No. 631776, of Official Records.
(AFFECTS LOTS 1, 13 THROUGH 20, INCLUSIVE IN BLOCK 4 AND LOTS 65, 66, 67 AND 68 IN BLOCK 1 OF PARCEL II)
15. An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded August 18, 1988, as Instrument No. 8816485, of Official Records.
(AFFECTS LOT 1 IN BLOCK 4 OF PARCEL II)
16. An easement for power lines and incidental purposes in favor of IDAHO POWER COMPANY, recorded August 18, 1988, as Instrument No. 8816486, of Official Records.
(AFFECTS LOT 1 IN BLOCK 4 OF PARCEL II)
17. Matters as disclosed by Record of Survey recorded November 16, 2001 as Instrument No. 200147684, of Official Records.
(AFFECTS PARCELS I AND II)
18. Terms, conditions, provisions and obligations set forth in that certain Easement Agreement between JOHN A. WILLIAMSON, EVELYN M. WILLIAMSON AND WILLIAMSON ORCHARDS, INC. by and through its President JOHN A. WILLIAMSON and THE EB TRUST, by and through its trustees, BRUCE E. BARTLETT, BARBARA E. BROWN, STEPHEN W. BARTLETT AND THOMAS M. BARTLETT, recorded August 22, 2003, as Instrument No. 200352514, of Official Records.
(AFFECTS PARCEL I)
19. Wilder Irrigation District Order recorded October 14, 2003, as Instrument No. 200363787, of Official Records.
20. Unrecorded leaseholds, if any; rights of parties in possession other than the vestees herein; rights of chattel mortgagees and vendors under conditional sales contracts of personal property installed on the premises herein; and the rights of tenants to remove trade fixtures.
21. Easements, reservations, restrictions and dedications, if any, as shown on the official plat of SummerWind at Orchard Hills Subdivision Phase I, recorded February 2, 2007, as Instrument No. 2007008405.

(continued)

SCHEDULE B - PART I (continued)

EXCEPTIONS (continued)

22. Easements, reservations, restrictions and dedications, if any, as shown on the official plat of SummerWind at Orchard Hills Subdivision Phase II, recorded February 2, 2007, as Instrument No. 2007008406.
23. Liens, Levies and Assessments, if any, of SUMMERWIND AT ORCHARD HILLS SUBDIVISION PHASE I HOMEOWNERS ASSOCIATION as disclosed by the plat of said subdivision and disclosed in covenants, restrictions and easements recorded May 24, 2007 as Instrument No. 2007036186, of Official Records.
24. Liens, Levies and Assessments, if any, of SUMMERWIND AT ORCHARD HILLS SUBDIVISION PHASE II HOMEOWNERS ASSOCIATION as disclosed by the plat of said subdivision and disclosed in covenants, restrictions and easements recorded May 24, 2007 as Instrument No. 2007036186, of Official Records.
25. Terms, conditions, provisions, obligations and restrictions set forth in that certain Subdivision Engineering Report for SummerWind at Orchard Hills Subdivision by SOUTHWEST DISTRICT HEALTH, recorded May 15, 2007, as Instrument No. 2007033123, of Official Records.
26. Protective Covenants, Conditions, Restrictions and/or Easements, and other matters imposed by instrument recorded May 24, 2007, as Instrument No. 2007036186, of Official Records.

This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin as provided in 42 U.S.C. Section 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

27. Terms, conditions, provisions and obligations set forth in that certain Landscape Easement and Irrigation Water Agreement between BARBARA E. BROWN AND ROBERT C. BROWN and L222-1 ID SUMMERWIND, LLC, an Idaho Limited Liability Company, recorded May 17, 2007, as Instrument No. 2007033840, of Official Records.

File No.: 0700053426

Policy No.: K87-0001438

SCHEDULE B - PART II

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that such matters are subordinate to the lien or charge of the insured mortgage upon said estate or interest:

NONE

American Land Title Association Loan Policy
Schedule B - Part II

EXHIBIT C

24 887 7130

WHEN RECORDED RETURN TO:

Integrated Financial Associates, Inc.
c/o William Dyer
2810 W. Charleston Ave., Suite 77
Las Vegas, Nevada 89102

REQUEST
TYPE 19 D 17 FEE 6.30
TRANSACTION TITLE

WILLIAM D. DYER
CANYON CITY, NEW MEXICO

2007 JUN 13 PM 4 23

RECORDED

2007048604

DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING

BORROWER:

L222-1 ID Summerwind, LLC
1059 E. Iron Eagle Dr., Suite B
Eagle, Idaho 83616

TRUSTEE:

Land America Transnation Title & Escrow
485 E. Riverside Dr., Suite 200
Eagle, Idaho 83616

BENEFICIARY:

Integrated Financial Associates, Inc.
2810 W. Charleston Ave., Suite 77
Las Vegas, Nevada 89102

DATE:

May 18, 2007

DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING

THIS DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING (the "**Deed of Trust**") effective as of May 18, 2007 (the "**Effective Date**") and executed the 12th day of July 2007, by L222-1 ID Summerwind, LLC, an Idaho limited liability company, whose address is 1059 E. Iron Eagle Dr., Suite B, Eagle, Idaho 83616, as grantor (the "**Borrower**"), Land America Transnation, whose address is 485 E. Riverside Dr., Suite 200, Eagle, Idaho 83616, as trustee (the "**Trustee**"), and Integrated Financial Associates, a Nevada corporation, its successors and assigns, whose address is 2810 W. Charleston Ave., Suite 77, Las Vegas, Nevada 89102, as beneficiary (the "**Lender**").

RECITALS

A. Borrower is indebted to Lender in the original principal sum of Nine Million Five Hundred Thousand Dollars (\$9,500,000.00), with interest thereon, which indebtedness is evidenced and represented by that certain Promissory Note Secured by First Mortgage dated the Effective Date from Borrower to Lender, with final payment due and payable on May 31, 2008 (the Promissory Note together with all substitutions, consolidations, modifications, replacements, restatements, increases, renewals, and extensions thereof, in whole or in part, shall collectively be referred to as the "**Note**").

B. Lender, as a condition precedent to the extension of credit and the making of the loan evidenced by the Note, has required that Borrower provide Lender with security for the repayment of the indebtedness evidenced by the Note as well as for the performance, observance and discharge by Borrower of various covenants, conditions and agreements made by Borrower to, with, in favor of, and for the benefit of, Lender with respect to such indebtedness and security.

C. The Borrower previously executed that certain Mortgage recorded in the recorder's office of Canyon County, State of Idaho, as instrument number 2007036527 (the "**Mortgage**"). The Borrower has requested that the Lender accept the conveyance of this Deed of Trust, together with the conveyances of those other deeds of trust (the "**Companion Deeds of Trust**"), identified on *Exhibit A* attached hereto as a substitution for the lien of the Mortgage and a restatement thereof, all in accordance with the terms and conditions of this Deed of Trust and Companion Deeds of Trust.

1. Grants of Security.

1.1 **Property Granted.** In consideration of and in order to secure the repayment of the indebtedness evidenced and represented by the Note, together with interest on such indebtedness, as well as the payment of all sums advanced pursuant to this Deed of Trust to protect and preserve the Property and the lien and security interest created hereby and all other sums of money secured hereby, as provided below; and to secure the observance, performance and discharge by Borrower of all covenants, conditions and agreements set forth in the Note, this Deed of Trust and in all other documents and instruments, including the Companion Deeds of Trust, executed and delivered by Borrower to and in favor of Lender for the purpose of further securing the repayment of the

indebtedness evidenced and represented by the Note (all of the forgoing obligations are referred to as the "**Secured Obligations**"), Borrower grants, bargains, sells, aliens, remises, releases, conveys, assigns, transfers, pledges, delivers, sets over, hypothecates, warrants, and confirms to Trustee, in trust, with power of sale, for the benefit and security of Lender, as beneficiary hereunder, subject to the terms and conditions of this Deed of Trust, all estate, right, title and interest which Borrower now has or may later acquire in and to the following described properties, rights and interests and all replacements of, substitutions for, and additions thereto (all of which are referred to below as the "**Property**");

1.1.1 Real Property. The real property in Canyon County, Idaho, described in *Exhibit B* attached hereto and made a part hereof (the "**Real Property**"), which Real Property does not exceed forty (40) acres.

1.1.2 Improvements. All buildings, structures and other improvements of any kind, nature or description now or hereafter erected, constructed, placed or located upon the Real Property (the "**Improvements**").

1.1.3 Appurtenances. All tenements, hereditaments, strips and gores of land, rights-of-way, easements, privileges and other appurtenances now or hereafter belonging or in any way appertaining to the Real Property, including, without limitation, all right, title and interest of the Borrower in any after-acquired right, title, interest, remainder or reversion, in and to the beds of any ways, streets, avenues, roads, alleys, passages and public places, open or proposed, in front of, running through, adjoining or adjacent to the Real Property; to the extent owned by Borrower, all minerals, royalties, gas rights, water, water rights, water stock, flowers, shrubs, lawn plants, crops, trees, timber and other emblements now or hereafter located on, under, or above all or any part of the Real Property (the "**Appurtenances**").

1.1.4 Condemnation Awards. Any and all awards, payments or settlements, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, and (c) any other injury, damage or casualty to, taking of, or decrease in the value of, the Property, to the extent of all amounts that may be secured by this Deed of Trust at the date of any such award or payment, including but not limited to Reasonable Attorneys' Fees (as defined below), costs, and disbursements incurred by Lender in connection with the collection of such award or payment.

1.1.5 Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to all heating, air conditioning, plumbing, lighting, communications and recreational fixtures) and other property of every kind and nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Real Property or the Improvements, or appurtenant thereto, and used in connection with the present or future operation and occupancy of the Real Property and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Real Property and the Improvements, or appurtenant thereto, or used in connection with the present or future operation and occupancy of the Real Property and the Improvements (together referred to as the "**Fixtures and Personal Property**,"

which term expressly excludes any toxic waste or substance deemed hazardous under federal, regional, state, or local laws).

1.1.6 Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Real Property and any part thereof and any Improvements or respecting any business or activity conducted on the Real Property and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right to receive and collect any sums payable to Borrower thereunder.

1.1.7 Intangibles. All trade names, including SummerWind at Orchard Hills, trademarks, service marks, logos, copyrights, goodwill, books and records and all other general intangibles specific to or used in connection with the operation of the Property.

1.2 Assignment of Leases and Rents. Borrower absolutely and unconditionally assigns to Lender all of Borrower's right, title and interest in and to all current and future leases and other agreements affecting the use, enjoyment or occupancy of any part or all of the Real Property or the Improvements (the "Leases") and all rents, additional rents, revenues and profits from the Real Property and the Improvements (the "Rents"); it being intended by Borrower that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of this Deed of Trust, Lender grants to Borrower a revocable license to collect and receive the Rents. Borrower shall hold a portion of the Rents sufficient to discharge all current sums due on the Note, for use in the payment of such sums.

1.3 Security Agreement. This Deed of Trust is both a real property deed of trust and a "security agreement" within the meaning of the Idaho Uniform Commercial Code. The Property includes all rights and interests, whether tangible or intangible in nature, of Borrower in the Property. By executing and delivering this Deed of Trust, Borrower grants Lender, as security for the Secured Obligations, a security interest in the Property that is personal property (the "Personal Property") to the full extent that the Personal Property may be subject to the Idaho Uniform Commercial Code. This Deed of Trust shall operate as and constitute a financing statement filed as a fixture filing, covering any of the Property that now is or later becomes fixtures attached to the Real Property or the Improvements.

2. Borrower Covenants. Borrower covenants and agrees as follows:

2.1 Payment of Principal and Interest. Borrower shall pay the Note, together with all interest thereon, in accordance with the terms of the Note, promptly at the times, at the place and in the manner that said principal and interest shall become due, and to promptly and punctually pay all other sums required to be paid by Borrower pursuant to the terms of the Note, this Deed of Trust, the Assignment of Leases and Rents set forth in Section 1.2 of this Deed of Trust (the "Assignment") and all other documents and instruments, including the Companion Deeds of Trust, executed as further evidence of, as additional security for, or executed in connection with, the indebtedness

evidenced by the Note and secured by this Deed of Trust are collectively referred to as the "Loan Documents."

2.2 Performance of Other Obligations. Borrower shall perform, comply with, and abide by each and every one of the covenants, agreements and conditions contained and set forth in the Note, this Deed of Trust, and the other Loan Documents and shall comply with all laws, ordinances, rules, regulations and orders of any governmental authorities having jurisdiction over the Property that now or hereafter affect the Property or requires any alterations or improvements to be made thereon, and shall perform all of its obligations under any covenant, condition, restriction or agreement of record affecting the Property and shall insure that at all times the Property constitutes one or more legal lots capable of being conveyed without violation of any subdivision or platting laws, ordinances, rules or regulations, or other laws relating to the division or separation of real property.

2.3 Preservation and Maintenance of Property. Borrower shall keep all Improvements now existing or hereafter erected on the Real Property in good order and repair and shall not do or permit any waste, impairment or deterioration thereof or thereon, nor alter, remove, or demolish any of the Improvements or any Fixtures or Personal Property attached or appertaining thereto, without the prior written consent of Lender. Borrower shall not initiate, join in, or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses that may be made of the Property or any part thereof, nor do or permit any other act whereby the Property shall become less valuable, be used for purposes contrary to applicable law, or be used in any manner that will increase the premium for or result in a termination or cancellation of the insurance policies hereinafter required to be kept and maintained on the Property. Borrower shall effect such repairs as Lender may reasonably require, and from time to time make all needful and proper replacements so that the Improvements, Appurtenances, Fixtures and Personal Property will, at all times, be in good condition, fit and proper for the respective purposes for which they were originally erected or installed.

2.4 Use of Property. The Property shall be used in the manner and consistent with those certain Protective Covenants, Conditions, Restrictions and Easements of SummerWind at Orchard Hills Subdivision, and for no other use without the prior written consent of Lender, which consent may be withheld in Lender's discretion.

2.5 Payment of Taxes, Assessments and Other Charges. Borrower shall pay all taxes, assessments, and other charges that are or may be hereafter levied or assessed upon or against the Property, when the same shall become due and payable according to law, before the same become delinquent, and before any interest or penalty shall attach thereto. Borrower shall deliver official receipts evidencing the payment of the same to Lender not later than thirty (30) days following payment. Borrower shall have the right to contest, in good faith, the proposed assessment of ad valorem taxes or special assessments by governmental authorities having jurisdiction over the Property; provided, however, Borrower shall give written notice thereof to Lender and Lender may, in its sole discretion, require Borrower to post a bond or other collateral satisfactory to Lender in connection with any such action by Borrower.

2.6 Payment of Liens, Charges and Encumbrances. Borrower shall immediately pay and discharge from time to time when the same shall become due all lawful claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in, or permit the creation of, a lien, charge or encumbrance upon the Property or any part thereof, or on the rents, issues, income, revenues, profits and proceeds arising therefrom and, in general, to do or cause to be done everything necessary so that the lien of this Deed of Trust shall be fully preserved, at the cost of Borrower, without expense to Lender. Borrower shall have the right to contest, in good faith and in accordance with applicable laws and procedures, mechanics' and materialmen's liens filed against the Property; provided however, that Borrower shall give written notice thereof to Lender, and Lender may, in its sole discretion, require Borrower to post a bond or other collateral satisfactory to Lender (and acceptable to the title insurance company insuring this Deed of Trust) in connection with any such action by Borrower.

2.7 Payment of Junior Encumbrances. Borrower shall not permit default or delinquency under any lien, imposition, charge or encumbrance against the Property, even though junior and inferior to the lien of this Deed of Trust.

2.8 Insurance.

2.8.1 Borrower shall obtain and maintain, or cause to be maintained, insurance for Borrower and the Property providing at least the following coverages:

(a) **Liability Insurance.** Comprehensive general liability insurance, including bodily injury, death and property damage liability insurance, against any and all claims, including all legal liability to the extent insurable and imposed upon Lender and all court costs and attorneys' fees and expenses, arising out of or connected with the possession, use, leasing, operation, maintenance or condition of the Property in such amounts as are generally available at commercially reasonable premiums and are generally required by institutional lenders for properties comparable to the Property but in no event for a combined single limit of less than \$2,000,000.00.

(b) **Other Insurance.** Such other insurance with respect to the Property against loss or damage of the kinds from time to time customarily insured against and in such amounts as are generally available at commercially reasonable premiums and are generally required by institutional lenders for properties comparable to the Property.

2.8.2 All insurance provided for in Subsection 2.8.1 shall be obtained under valid and enforceable policies (the "**Policies**" or in the singular, the "**Policy**"). All insurers providing insurance required by this Deed of Trust shall be authorized to issue insurance in the state in which the Property is located. The Policy referred to in Paragraph (a) above shall name Lender as an additional named insured. All Policies described in Subsection 2.8.1 shall contain (i) a provision that such policies shall not be canceled or terminated, nor shall they expire, without at least thirty (30) days' prior written notice to Lender; and (ii) include effective waivers by the insurer of all claims for Insurance Premiums against any loss payees, additional insureds and named insureds (other than Borrower).

2.8.3 Borrower shall comply with all insurance requirements and shall not bring or keep or permit to be brought or kept any article upon any of the Property or cause or permit any condition to exist thereon that would be prohibited by an insurance requirement, or would invalidate the insurance coverage required hereunder to be maintained by Borrower on or with respect to any part of the Property pursuant to this Section.

2.8.4 The insurance coverage required under Subsection 2.8.1 may be effected under a blanket policy or policies covering the Property and other properties and assets not constituting a part of the security hereunder.

2.8.5 Borrower waives any and all right to claim or recover against Lender, its officers, employees, agents and representatives, by way of subrogation or otherwise, for any loss sustained by Borrower, from any cause insured against or required to be insured against by the provisions of this Deed of Trust.

2.9 Condemnation. Borrower shall promptly give Lender notice of the actual or threatened commencement of any condemnation or eminent domain proceeding and shall deliver to Lender copies of any and all papers served in connection with such proceedings. Lender may participate in any such proceedings to the extent permitted by law. Upon an Event of Default, Borrower shall deliver to Lender all instruments requested by it to permit such participation. Borrower shall, at its expense, diligently prosecute any such proceedings, and shall consult with Lender, its attorneys and experts, and cooperate with them in the carrying on or defense of any such proceedings. Notwithstanding any taking by any public or quasi-public authority through eminent domain or otherwise (including, but not limited to any transfer made in lieu of or in anticipation of the exercise of such taking), Borrower shall continue to pay the Secured Obligations at the time and in the manner provided for its payment in the Note and in this Deed of Trust and the Secured Obligations shall not be reduced until any award or payment therefor shall have been actually received and applied by Lender, after the deduction of expenses of collection, to the reduction or discharge of such obligations. Lender shall not be limited to the interest paid on the award by the condemning authority but shall be entitled to receive out of the award interest at the rate or rates provided herein or in the Note. If the property or any portion thereof is taken by the power of eminent domain, Borrower shall promptly commence and diligently prosecute the Restoration of the Property in accordance with this Deed of Trust. If the Property is sold, through foreclosure or otherwise, prior to the receipt by Lender of the award or payment, Lender shall have the right, whether or not a deficiency judgment on the Note shall have been sought, recovered or denied, to receive the award or payment, or a portion thereof sufficient to pay the Secured Obligations.

2.10 Compliance with Laws. Borrower shall observe, abide by, and comply with all statutes, ordinances, laws, orders, requirements or decrees relating to the Property enacted, promulgated or issued by any federal, state, county or local governmental authority or any agency or subdivision thereof having jurisdiction over Borrower or the Property. Borrower shall observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning, variances, special exceptions and nonconforming uses), privileges, franchises and concessions that are applicable to the Property or

that have been granted to or contracted for by Borrower in connection with any existing, presently contemplated or future use of the Property.

2.9 Maintenance of Permits. Borrower shall obtain, keep, and constantly maintain in full force and effect during the entire term of this Deed of Trust all certificates, licenses and permits necessary to develop the Real Property as a residential subdivision. Except as specifically provided for in this Deed of Trust, Borrower shall not assign, transfer or in any manner change such certificates, licenses or permits without first receiving the written consent of Lender.

3. Representations and Warranties. Borrower represents and warrants to Lender that:

3.1 Warranty of Title. Borrower has good title to the Property and has the right to mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey the same and that Borrower possesses an unencumbered fee simple absolute estate in the Real Property and the Improvements and that it owns the Property free and clear of all liens, encumbrances and charges whatsoever except for real property taxes for years subsequent to 2007 (which are not yet due and payable) and those matters set forth in the Lender's Policy of Title Insurance insuring the first priority lien of this Deed of Trust (the "**Permitted Exceptions**"). Borrower shall forever warrant, defend and preserve the title and the validity and priority of the lien of this Deed of Trust and shall forever warrant and defend the same to Lender against the claims of all persons whomsoever.

3.2 Status of Property.

3.2.1 Borrower has obtained all necessary certificates, licenses and other approvals, governmental and otherwise, necessary for the development of the Real Property as a residential subdivision and the conduct of its business and all required zoning, building code, land use, environmental and other similar permits or approvals, all of which are in full force and effect as of the date hereof and not subject to revocation, suspension, forfeiture or modification.

3.2.2 All public roads and streets necessary for service of and access to the Property designated on the recorded Plat that includes the Real Property have or shall be completed, serviceable and all-weather and physically and legally open for use by the public.

3.2.3 No part of the Real Property consists of or is classified as wetlands, tidelands, or swamp and overflow lands.

3.3 Taxes. Borrower has filed all federal, state, county, municipal, and city income and other tax returns required to have been filed by it and have paid all taxes and related liabilities which have become due pursuant to such returns or pursuant to any assessments received by it. Borrower does not know of any basis for any additional assessment in respect of any such taxes and related liabilities for prior years.

4. Further Assurances.

4.1 Inspection by Lender. Lender, and/or its agents, shall have the right and shall be permitted, but shall not be required, at all reasonable times, to enter upon and inspect the Property to insure compliance with the covenants, agreements, and conditions set forth in this Deed of Trust.

4.2 Execution of Additional Documents. Borrower shall, at the cost of Borrower, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, assignments, notices of assignments, transfers, assurances and other instruments, including security agreements and financing statements, as Lender shall from time to time require for the purpose of better assuring, conveying, assigning, transferring and confirming unto Lender the Property and rights hereby encumbered, created, conveyed, assigned or intended now or hereafter so to be encumbered, created, conveyed or assigned or that Borrower may now be or may hereafter become bound to encumber, create, convey, or assign to Lender, or for the purpose of carrying out the intention or facilitating the performance of the terms of this Deed of Trust, or for filing, registering, or recording this Deed of Trust, and to pay all filing, registration, or recording fees and all taxes, costs and other expenses, including Reasonable Attorneys' Fees, incident to the preparation, execution, acknowledgment, delivery, and recordation of any of the same.

5. Junior Encumbrance. Borrower hereby covenants and agrees that the contemplated deed(s) of trust creating a lien on the Real Property, all as identified on *Exhibit C* attached hereto (the "**Junior Deeds of Trust**"), shall not be conveyed or recorded prior to both the execution and recordation of this Deed of Trust and the Companion Deeds of Trust, and shall in all respects be junior and subordinate to this Deed of Trust. Borrower shall indemnify Lender and hold Lender harmless from and against any and all losses, liabilities, damages, cost expenses and claims of any and every kind whatsoever paid, incurred, or suffered by the Lender relating to the Junior Deeds of Trust, breach of the subordination covenant contained in this section, and/or any determination that the Junior Deeds of Trust are not subordinate hereto.

6. Default. The occurrence of any one or more of the following events shall constitute an "Event of Default":

6.1 Failure to make any payment of (i) interest or principal when due, (ii) any other amount of the Secured Obligations when due, or (iii) the entire amount of the Secured Obligations on or before the date that such secured obligations become due.

6.2 If any representation or warranty of Borrower or any guarantor of the Secured Obligations (a "**Guarantor**"), or any member, general partner, principal or beneficial owner of any of the foregoing, made herein, or in any other Loan Document, or in any guaranty, or in any certificate, report, financial statement or other instrument or document furnished to Lender shall have been false or misleading in any material respect when made.

6.3 If Borrower or any Guarantor shall make an assignment for the benefit of creditors or if Borrower shall generally not be paying its debts as they become due.

6.4 If (i) Borrower or any Guarantor shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or the Borrower or any Guarantor shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against Borrower or any Guarantor any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of sixty (60) days; or (iii) there shall be commenced against the Borrower or any Guarantor any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of any order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof; or (iv) the Borrower or any Guarantor shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) the Borrower or any Guarantor shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due.

6.5 Except for the specific defaults set forth in this Section, any other default under any Loan Document by Borrower, which default is not cured within thirty (30) days after written notice from Lender to Borrower; provided that if such default cannot reasonably be cured within such thirty (30) day period and Borrower shall have commenced to cure such default within such thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for so long as it shall require Borrower in the exercise of due diligence to cure such default, it being agreed that no such extension shall be for a period in excess of one hundred twenty (120) days, unless, only in the case of cures that require construction or remedial work, such cure cannot with diligence be completed within such one hundred twenty (120) day period, in which case such period shall be extended for an additional one hundred twenty (120) days.

7. Rights and Remedies.

7.1 **Remedies.** Upon the occurrence of any Event of Default, Lender may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Borrower and in and to the Property, including, but not limited to the following actions, each of which may, to the extent permitted by applicable law, be pursued concurrently or otherwise, at such time and in such order as Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender:

7.1.1 Declare the entire unpaid Secured Obligations to be immediately due and payable.

7.1.2 Institute proceedings, judicial or otherwise, for the complete foreclosure of this Deed of Trust either independent of or in connection with one or more of the Companion Deeds

of Trust under any applicable provision of law in which case the Property or any interest therein may be sold for cash or upon credit in one or more lots of the Real Property conveyed herein, either independently of or in combination with one or more of the lots conveyed in one or more of the Companion Deeds of Trust, and in any order or manner as determined in the sole discretion of the Lender.

7.1.3 Institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note or in the other Loan Documents.

7.1.4 Apply for the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Secured Obligations and without regard for the solvency of Borrower or of any person, firm or other entity liable for the payment of the Secured Obligations.

7.1.5 Subject to any applicable law, the license granted to Borrower under Subsection 1.2 shall automatically be revoked and Lender may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Borrower and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Borrower agrees to surrender possession of the Property and of such books, records and accounts to Lender upon demand, and thereupon Lender may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Lender deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of Borrower with respect to the Property, whether in the name of Borrower or otherwise, including without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect, and receive all Rents of the Property and every part thereof; (v) require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Borrower; (vi) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Property to the payment of the Secured Obligations, in such order, priority and proportions as Lender shall deem appropriate in its sole discretion after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Other Charges, insurance and other expenses in connection with the Property, as well as just and reasonable compensation for the services of Lender, its counsel, agents and employees.

7.1.6 Exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the Personal Property or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Personal Property, and (ii) request Borrower at its expense to assemble the Personal Property and make it available to Lender at a convenient place acceptable to Lender. Any notice of sale,

disposition or other intended action by Lender with respect to the Personal Property sent to Borrower in accordance with the provisions hereof at least five (5) days prior to such action, shall constitute commercially reasonable notice to Borrower.

7.1.7 Pursue such other remedies as Lender may have under applicable law.

Notwithstanding the provisions of this Section to the contrary, if any Event of Default as described in Subsection 6.4(i) or (ii) shall occur, the entire unpaid Secured Obligations shall be automatically due and payable, without any further notice, demand or other action by Lender.

7.2 Foreclosure by Power of Sale. If Lender elects to foreclose by exercise of the power of sale herein contained, Lender shall notify Trustee and shall deposit with the Trustee this Deed of Trust, the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require. Lender shall have the right at its sole discretion to foreclose by exercise of the power of sale this Deed of Trust, independently or in connection with its foreclosure of any one or more of the Companion Deeds of Trust. Upon receipt of such notice from Lender, Trustee shall cause to be recorded and given all notices required by law. Trustee shall, without demand on Borrower, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Property at the time and place of sale fixed by it in said Notice of Sale either as a whole, or in separate lots or parcels as Lender instructs and, at the election of the Lender, sell such properties with separate lots or parcels encumbered by one or more of the Companion Deeds of Trust, and in such order as Lender may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. The Trustee may postpone any sale by public announcement at the time and place noticed for the sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including without limitation, Borrower, Trustee or Lender, may purchase at such sale.

7.3 Application of Proceeds. The purchase money, proceeds and avails of any disposition of the Property, or any part thereof, or any other sums collected by Lender pursuant to the Note, this Deed of Trust or the other Loan Documents, may be applied by Lender to the payment of the Secured Obligations in such priority and proportions as Lender in its discretion shall deem proper, subject to any applicable law.

7.4 Right to Cure Defaults. Upon the occurrence of any Event of Default, Lender may, but without any obligation to do so and without notice to or demand on Borrower and without releasing Borrower from any obligation hereunder, cure the same in such manner and to such extent as Lender may deem necessary to protect the security hereof. Lender is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Deed of Trust or collect the Secured Obligations, and the cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this Section, shall constitute a portion of the Secured Obligations and shall be due and payable to Lender upon demand. All such costs and expenses incurred by Lender in

remedying such Event of Default or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the default rate specified in the Note (the "**Default Rate**"), for the period after notice from Lender that such cost or expense was incurred to the date of payment to Lender. All such costs and expenses incurred by Lender together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Secured Obligations and be secured by this Deed of Trust and the other Loan Documents and shall be immediately due and payable upon demand by Lender therefor.

7.5 Examination of Books and Records. Lender, its agents, accountants and attorneys shall have the right upon prior written notice to examine the records, books, management and other papers of Borrower and its affiliates that reflect upon their financial condition, at the Property or at any office regularly maintained by Borrower, its affiliates or any guarantor where the books and records are located. Lender and its agents shall have the right upon notice to make copies and extracts from the foregoing records and other papers. In addition, Lender, its agents, accountants and attorneys shall have the right to examine and audit the books and records of Borrower and its affiliates or of any guarantor pertaining to the income, expenses and operation of the Property during reasonable business hours at any office of Borrower, its affiliates or any guarantor where the books and records are located.

7.6 Other Rights.

7.6.1 The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Deed of Trust. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (i) the failure of Lender to comply with any request of Borrower to take any action to foreclose this Deed of Trust or otherwise enforce any of the provisions hereof or of the Note or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any person liable for the Secured Obligations or any portion thereof, or (iii) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Deed of Trust or the other Loan Documents.

7.6.2 The risk of loss or damage to the Property is on Borrower, and Lender shall have no liability whatsoever for decline in value of the Property, for failure to maintain the Policies, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Lender shall not be deemed an election of judicial relief, if any such possession is requested or obtained, with respect to any Property or collateral not in Lender's possession.

7.6.3 Lender may resort for the payment of the Secured Obligations to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take action to recover the Secured Obligations, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to foreclose this Deed of Trust or any of the Companion Deeds of Trust. The rights of Lender under this Deed of Trust shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other

provision. Lender shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

7.7 Lender's Power. Lender may release or reconvey any portion of the Property for such consideration as Lender may require without, as to the remainder of the Property, in any way impairing or affecting the lien or priority of this Deed of Trust, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the obligations hereunder shall have been reduced by the actual monetary consideration, if any, received by Lender for such release or reconveyance, and may accept by assignment, pledge or otherwise any other property in place thereof as Lender may require without being accountable for so doing to any other lienholder. This Deed of Trust shall continue as a lien and security interest in the remaining portion of the Property. Without affecting the liability of any other person liable for the payment and/or performance of the Obligations and without in any way impairing or affecting the lien or priority of this Deed of Trust, Lender may, from time to time and without notice (i) release any person so liable; (ii) extend the maturity or alter any of the terms of any Secured Obligation; (iii) grant other indulgences; or (iv) make compositions or other arrangements with debtors in relation thereto.

7.8 Right of Entry. Lender and its agents shall have the right upon prior written notice to enter and inspect the Property at all reasonable times upon notice to Borrower.

7.9 Acceptance of Trust; Powers and Duties of Trustee. Trustee accepts this trust when this Deed of Trust is recorded. From time to time upon written request of Lender and presentation of this Deed of Trust, or a certified copy thereof, for endorsement, and without affecting the personal liability of any person for payment of any indebtedness or performance of any other Obligation, Trustee may, without liability therefor and without notice: (a) reconvey all or any part of the Real Property; (b) consent to the making of any map or plat of the Real Property; (c) join in granting any easement on the Real Property; (d) join in any declaration of covenants and restrictions; or (e) join in any extension agreement or any agreement subordinating the lien or charge of this Deed of Trust. Nothing contained in the immediately preceding sentence shall be construed to limit, impair or otherwise affect the rights of Trustee in any respect. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Borrower, Lender, or Trustee shall be a party unless brought by Trustee.

7.10 Substitution of Trustee. Lender may at any time, and from time to time, and without notice, replace and substitute a new trustee in place of the existing Trustee under this Deed of Trust, in the manner provided for under, and as allowed by, current Idaho law.

7.11 Reconveyance by Trustee. Upon written request of Lender stating that all sums secured hereby have been paid and upon surrender of this Deed of Trust to Trustee for cancellation and retention and upon payment by Borrower of Trustee's fees, Trustee shall reconvey to Borrower, or the person or persons legally entitled thereto, without warranty, any portion of the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

8. **Indemnification.** If Lender shall become a party either as plaintiff or as defendant, in any action, suit, appeal or legal proceeding (including, without limitation, foreclosure, condemnation, bankruptcy, administrative proceedings or any proceeding wherein proof of claim is by law required to be filed), hearing, motion or application before any court or administrative body in relation to the Property or the lien and security interest granted or created hereby or herein, or for the recovery or protection of said indebtedness or the Property, or for the foreclosure of this Deed of Trust, Borrower shall save and hold Lender harmless from and against any and all costs and expenses incurred by Lender on account thereof, including, but not limited to, Reasonable Attorneys' Fees, title searches and abstract and survey charges, at all trial and appellate levels, and Borrower shall repay, on demand, all such costs and expenses, together with interest thereon until paid at the then applicable rate of interest of the Note; all of which sums, if unpaid, shall be added to and become a part of the Secured Obligations.

9. **Usury Savings Clause.** Notwithstanding any provisions in the Note or in this Deed of Trust to the contrary, the total liability for payments in the nature of interest including but not limited to default interest and late payment charges shall not exceed the limits imposed by the laws of the State of Idaho or, if controlling, the United States relating to maximum allowable charges of interest. Lender shall not be entitled to receive, collect or apply, as interest on the indebtedness evidenced by the Note, any amount in excess of the maximum lawful rate of interest permitted to be charged by applicable law. If Lender ever receives, collects or applies as interest any such excess, such amount that would be excessive interest shall be applied to reduce the unpaid principal balance of the indebtedness evidenced by the Note. If the unpaid principal balance of such indebtedness has been paid in full, any remaining excess shall be paid to Borrower.

10. **Notices.** All notices or other written communications hereunder shall be deemed to have been properly given (a) one (1) business day after delivery, if delivered in person or by facsimile transmission with receipt acknowledged by the recipient thereof, (b) one (1) business day after having been deposited for overnight delivery with any reputable overnight courier service, or (c) five (5) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Borrower: L222-1 ID Summerwind, LLC
1059 E. Iron Eagle Drive, Suite B
Eagle, Idaho 83616

Attention: Kerry Angelos
Facsimile:

With a copy to:

Attention:
Facsimile No.:

If to Lender: Integrated Financial Associates, Inc.
2810 W. Charleston Blvd., Suite 77
Las Vegas, Nevada 89102

Attention: William Dyer
Facsimile: (702) 257-0031

With a copy to: Wilson & McColl
420 W. Washington St.
Boise, Idaho 83702

Attention: Brian F. McColl
Facsimile No.: (208) 384-0442

or addressed as such party may from time to time designate by written notice to the other parties. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

11. Governing Law. This Deed of Trust is to be governed by and construed in accordance with the laws of the state where the Property is located and, if controlling, by the laws of the United States and shall be binding upon Borrower, its heirs, personal representatives, successors and assigns and shall inure to the benefit of Lender, its successors and assigns.

12. Miscellaneous.

12.1 Successors and Assigns: Terminology. The provisions hereof shall be binding upon Borrower and the heirs, personal representatives, successors and assigns of Borrower, and shall inure to the benefit of Lender, its successors and assigns. Where more than one Borrower is named herein, the obligations and liabilities of said Borrower shall be joint and several. Wherever used in this Deed of Trust, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Borrower" shall mean Borrower and/or any subsequent owner or owners of the Property, the word "Lender" shall mean Lender or any subsequent holder or holders of this Deed of Trust, the word "Note" shall mean Note(s) secured by this Deed of Trust, and the word "person" shall mean an individual, trustee, trust, corporation, partnership or unincorporated association. As used herein, the phrase "Reasonable Attorneys' Fees" shall mean fees charged by attorneys selected by Lender based upon such attorneys' then prevailing hourly rates as opposed to any statutory presumption specified by any statute then in effect in the State of Idaho.

12.2 Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Security Instrument may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Security Instrument invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any Applicable Law.

12.3 Inapplicable Provision. If any term of this Security Instrument or any application thereof shall be invalid or unenforceable, the remainder of this Security Instrument and any other application of the term shall not be affected thereby.

12.4 Attorney's Fees for Enforcement. Borrower shall pay to Lender on demand any and all expenses, including legal expenses and attorney's fees, incurred or paid by Lender in protecting its interest in the Property or Personal Property or in collecting any amount payable hereunder or in enforcing its rights hereunder with respect to the Property or Personal Property, whether or not any legal proceeding is commenced hereunder or thereunder and whether or not any default or Event of Default shall have occurred and is continuing, together with interest thereon at the Default Rate from the date paid or incurred by Lender until such expenses are paid by Borrower.

12.5 Modifications. This Deed of Trust cannot be changed, altered, amended or modified except by an agreement in writing and in recordable form, executed by both Borrower and Lender.

12.6 Captions. The captions set forth at the beginning of the various sections of this Deed of Trust are for convenience only and shall not be used to interpret or construe the provisions of this Deed of Trust.

12.7 Liability. If Borrower consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several.

12.8 Duplicate Originals; Counterparts. This Deed of Trust may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Deed of Trust may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Deed of Trust. The failure of any party hereto to execute this Deed of Trust, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

12.9 Entire Agreement. The Note, this Deed of Trust, the Companion Deeds of Trust, that certain Loan Agreement and Escrow Instructions, the Addendum to Loan Agreement and Escrow Instructions, and the Second Addendum to Loan Agreement and Escrow Instructions, and the other Loan Documents constitute the entire understanding and agreement between Borrower and Lender with respect to the transactions arising in connection with the Secured Obligations and supersede all prior written or oral understandings and agreements between Borrower and Lender with respect thereto. Notwithstanding the identification of the Note as the "Promissory Note Secured by First Mortgage." Any and all references to "Mortgage" contained in the Note, including without limitation, that the Note is secured by a First Mortgage, shall be deemed to mean and refer to this Deed of Trust and the Companion Deeds of Trust collectively.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust as of the 12th
day of July 2007.

BORROWER

L222-1 ID Summerwind, LLC

By: Union Land Company, LLC, Sole
Member

By [Signature]
Kerry Angelos, Manager

STATE OF IDAHO)
) ss
COUNTY OF ADA)

On this 12th day of July 2007, before me, L. Volken, a Notary
Public in and for said State, personally appeared Kerry Angelos, known or identified to me to be the
Manager of Union Land Company, LLC, Sole Member of L222-1 ID Summerwind, LLC, an Idaho
limited liability company, the limited liability company that executed the attached foregoing
document, or the person who executed said instrument on behalf of said limited liability company,
and acknowledged to me that such limited liability company executed the same.

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

[Signature]
NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

Residing in: Nampa, Idaho
Commission expires: 04-10-12



EXHIBIT A
COMPANION DEEDS OF TRUST

1. That certain Deed of Trust executed by Borrower to Lender as Beneficiary encumbering Lots 19-38, Block 1; Lot 39, Block 1; and Lot 40, Block 1 of SummerWind at Orchard Hills Subdivision Phase I, Canyon County, Idaho, according to the official plat thereof, filed in Book 39 of Plats at Page 21, records of said County.

2. That certain Deed of Trust executed by Borrower to Lender as Beneficiary encumbering Lots 2-8 and 10-14, Block 2; Lot 15, Block 2; and Lot 1, Block 3 of SummerWind at Orchard Hills Subdivision Phase I, Canyon County, Idaho, according to the official plat thereof, filed in Book 39 of Plats at Page 21, records of said County; AND Lots 2-7 and 9-19 in Block 4 of SummerWind at Orchard Hills Subdivision Phase II, Canyon County, Idaho, according to the official plat thereof, filed in Book 39 at Page 22, records of said County.

3. That certain Deed of Trust executed by Borrower to Lender as Beneficiary encumbering Lot 41, Block 1; Lots 42-47, Block 1; and Lot 1, Block 4 of SummerWind at Orchard Hills Subdivision Phase II, Canyon County, Idaho, according to the official plat thereof, filed in Book 39 at Page 22, records of said County.

4. That certain Deed of Trust executed by Borrower to Lender as Beneficiary encumbering Lots 49-51, 53-61, and 63-65, Block 1; Lot 66, Block 1; and Lots 67-68, Block 1, of SummerWind at Orchard Hills Subdivision Phase II, Canyon County, Idaho, according to the official plat thereof, filed in Book 39 at Page 22, records of said County.

5. That certain Deed of Trust executed by Borrower to Lender as Beneficiary encumbering Lot 1, Block 1; Lots 2-14, Block 1; Lot 16, Block 1; and Lot 18, Block 1 of SUMMERWIND AT ORCHARD HILLS SUBDIVISION PHASE I, Canyon County, Idaho, according to the official plat thereof, filed in Book 39 of Plats at Page 21, records of said County.

EXHIBIT C
JUNIOR DEEDS OF TRUST

1. That certain Deed of Trust executed by Borrower to Geneva Equities, as Beneficiary, encumbering Lot 15, Block 1 and Lot 17, Block 1 of SummerWind at Orchard Hills Subdivision Phase I, Canyon County, Idaho, according to the official plat thereof, filed in Book 39 of Plats at Page 21, records of said County.

2. That certain Deed of Trust executed by Borrower to Geneva Equities, as Beneficiary, encumbering Lots 19-38, Block 1; Lot 39, Block 1; and Lot 40, Block 1 of SummerWind at Orchard Hills Subdivision Phase I, Canyon County, Idaho, according to the official plat thereof, filed in Book 39 of Plats at Page 21, records of said County.

3. That certain Deed of Trust executed by Borrower to Lender as Beneficiary encumbering Lots 2-8 and 10-14, Block 2; Lot 15, Block 2; and Lot 1, Block 3 of SummerWind at Orchard Hills Subdivision Phase I, Canyon County, Idaho, according to the official plat thereof, filed in Book 39 of Plats at Page 21, records of said County; AND Lots 2-7 and 9-19 in Block 4 of SummerWind at Orchard Hills Subdivision Phase II, Canyon County, Idaho, according to the official plat thereof, filed in Book 39 at Page 22, records of said County.

4. That certain Deed of Trust executed by Borrower to Geneva Equities, as Beneficiary, encumbering Lot 41, Block 1; Lots 42-47, Block 1; and Lot 1, Block 4 of SummerWind at Orchard Hills Subdivision Phase II, Canyon County, Idaho, according to the official plat thereof, filed in Book 39 at Page 22, records of said County.

5. That certain Deed of Trust executed by Borrower to Lender as Beneficiary encumbering Lots 49-51, 53-61, and 63-65, Block 1; Lot 66, Block 1; and Lots 67-68, Block 1, of SummerWind at Orchard Hills Subdivision Phase II, Canyon County, Idaho, according to the official plat thereof, filed in Book 39 at Page 22, records of said County.

6. That certain Deed of Trust executed by Borrower to Geneva Equities, as Beneficiary, encumbering Lot 1, Block 1; Lots 2-14, Block 1; Lot 16, Block 1; and Lot 18, Block 1 of SUMMERWIND AT ORCHARD HILLS SUBDIVISION PHASE I, Canyon County, Idaho, according to the official plat thereof, filed in Book 30 of Plats at Page 21, records of said County.

EXHIBIT B
LEGAL DESCRIPTION

Lot 15, Block 1 and Lot 17, Block 1 of SummerWind at Orchard Hills Subdivision Phase I, Canyon County, Idaho, according to the official plat thereof, filed in Book 39 of Plats at Page 21, records of said County.

EXHIBIT D

REQUEST
TYPE *Doc*

ALLIANCE - NAMP

81.60



Trustee's Deed

WILLIAM H. GIBBS
CANYON CNTY RECORDER
BY *Gma Brown*

2009 JAN 29 PM 4 31

RECORDED

2009004165

ATF: 4990804603-04

Alliance Title & Escrow Corp., (herein called Trustee) as successor Trustee under the Deed of Trust hereinafter particularly described, does hereby BARGAIN, SELL and CONVEY, WITHOUT WARRANTY, TO
SUMMERWIND PARTNERS, LLC, A NEVADA LIMITED LIABILITY COMPANY

(herein called GRANTEE)

whose address is: 7785 W. SAHARA AVE., SUITE 100, LAS VEGAS, NV 89117
all of the real property situated in the County of Canyon, State of Idaho described as follows:

**Lot 15, Block 1 and Lot 17, Block 1 of SummerWind at Orchard Hills Subdivision Phase I,
Canyon County, Idaho, according to the official plat thereof, filed in Book 39 of Plats at Page
21, records of said County.**

By reason of the automatic stay provisions of U.S. Bankruptcy Code 11 U.S.C. 362, the sale was discontinued, and pursuant to provisions of Idaho Code 45-1506(A) the sale was rescheduled and conducted following expiration or termination of the effect of the stay in the manner provided by that section. The Affidavit of Compliance with I.C. 45-1506A(2)(3), together with copies of the required Affidavit of Affidavits which are attached hereto and incorporated herein.

This conveyance is made pursuant to the powers conferred upon Trustee by the Deed of Trust between L222-1 ID Summerwind, LLC, an Idaho limited liability company as Grantor, the Alliance Title & Escrow Corp. (successor) Trustee herein, and Integrated Financial Associates, Inc., a Nevada corporation as Beneficiary, recorded July 13, 2007, as Instrument No. 2007048604, records of Canyon County, Idaho, the beneficial interest being further assigned to those certain assignees more particularly identified on Exhibit "A" attached hereto by those certain Assignments of Note and Deed of Trust recorded as Instrument Nos. 2007065528, 2007065543 and 2007066076, records of Canyon County, Idaho, and after the fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance as follows:

- (a) Default occurred in the obligations for which such Deed of Trust was given as security and the Beneficiary made demand upon the said Trustee to sell said property pursuant to the terms of said Deed of Trust. Notice of default was recorded as Instrument No. 2008032930, Canyon County Mortgage Records and in the office of the Recorder of each other county in which the property described in said Deed of Trust, or any part thereof, is situated, the nature of such default being as set forth in said notice of Default. Such default still existed at the time of sale.
- (b) After recordation of said Notice of Default, Trustee gave notice of the time and place of the sale of said property by registered or certified mail, by personal service upon the occupants of said real property, by posting in a conspicuous place on said property and by publishing in a newspaper of general circulation in each of the counties in which the property is situated as more fully appears in affidavits recorded at least 20 days prior to date of sale as Instrument No.(s): 2008048640, 2008048641 and 2008048642, Canyon County, Idaho Mortgage Records.
- (c) The provisions, recitals and contents of the Notice of Default referred to in paragraph (a) supra and of the Affidavits referred to in paragraph (b) supra shall be and they are hereby incorporated herein and made an integral part hereof for all purposes as though set forth herein at length.
- (d) Not less than 120 days elapsed between the giving of notice of sale by registered or certified mail and the sale of said property.
- (e) Trustee, at the time and place of sale fixed by said notice, at public auction, in one parcel, struck off to the Grantee, being the highest bidder therefore, the property herein described, for the sum of \$ 80,000.00, subject however to all prior liens and encumbrances. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, advances and costs.

IN WITNESS WHEREOF, The Trustee, pursuant a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its Vice President and its corporate seal to be affixed by its Assistant. Secretary this 22nd day of January, 2009.



Alliance Title & Escrow Corp.

By: [Signature]

Attest: Bobbi Oldfield

State of Idaho

County of Ada

}
} ss.
}

On this 22nd day of January, 2009, before me, a Notary Public in and for said state, personally appeared Kurtis Funke known to me to be the Vice President, and Bobbi Oldfield, known to me to be the Assistant Secretary of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, they executed the foregoing in said Corporation name.

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



[Signature]
Notary Public for the State of Idaho
Residing at: Kuna, ID
Commission Expires: 2-28-09



AFFIDAVIT OF COMPLIANCE WITH IDAHO CODE 45-1506A(2) (3)

State of Idaho)

County of Ada)

Bobbi Oldfield, being first duly sworn, deposes and says:

That she is a citizen of the United States, over 21 years of age, a resident of Canyon County, Idaho;

That she is an Assistant Secretary of Alliance Title & Escrow Corp., (successor) Trustee in the herein described Deed of Trust;

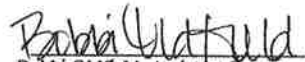
That by reason of automatic stay provisions of the U.S. Bankruptcy Code 22 U.S.C. 362 and the Order of the United States Bankruptcy Court modifying the effect of the stay, the (successor) Trustee rescheduled the sale for the 28th day of January, 2009.

That Notice of the Rescheduled Sale was given by registered or certified mail to the last known address of all persons who were entitled to notice by mail of the original sale and to any person who has recorded a Request for Notice of Sale, as more fully provided in I.C. 45-1506A (2); SEE ATTACHED

That Notice of the Rescheduled Sale was published in the newspaper of original publication once a week for three (3) successive weeks, making three (3) publications in all, with the last publication at least ten (10) days prior to the date of sale, as more fully provided in I.C. 45-1506A (3); SEE ATTACHED

That the (successor) Trustee makes this Affidavit, stating compliance with sub-section (2) and (3) of Section 45-1506A Idaho Code, as more further provided by in sub-section (4) of said Section.

Alliance Title & Escrow Corp.


Bobbi Oldfield, Assistant Secretary

State of Idaho)
County of Ada) ss.

On this 22nd day of January in the year 2009, before me, a Notary Public in and for said state, personally appeared Bobbi Oldfield known to me to be the Asst. Secretary of Alliance Title & Escrow Corp., who subscribed said Corporation name to the foregoing instrument, and acknowledged to me that he/she executed the same of behalf of Alliance Title & Escrow Corp..

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



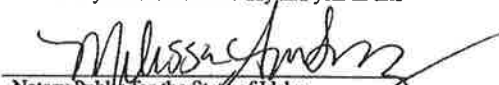

Notary Public for the State of Idaho
Residing at: Kuna, ID
Commission Expires: 2-28-09

Exhibit A

JA Kretsch Financial Retirement Plan as to an undivided 41000/9500000ths interest
Stanley Paker Trust as to an undivided 80000/9500000ths interest

RECORDER SCAN

Exhibit A

Annette Parker Trust as to an undivided 74062.5/9500000ths interest
Caryl J. Guth Trust as to an undivided 98750/9500000ths interest
Dale Wynn Living Trust as to an undivided 98750/9500000ths interest
Dena McDaniel Kenne Sep. Property Tr U/A/D 4/27/99 as to an undivided 165000/9500000ths interest
David G. Silber D.D.S. Ltd. DBPP as to an undivided 98750/9500000ths interest
Dennis Kyle as to an undivided 150000/9500000ths interest
DYS Family Limited Partnership as to an undivided 107500/9500000ths interest
Henry B. Soloway 1991 Irrevocable Trust as to an undivided 98750/9500000ths interest
Henry B. Soloway 2006 Revocable Family Trust as to an undivided 98750/9500000ths interest
JA Kratoch Financial Retirement Plan as to an undivided 29625/9500000ths interest
Jason Parker as to an undivided 29625/9500000ths interest
John R. Gibbs Trust as to an undivided 49375/9500000ths interest
Jon A. Griffin Sr. & Judy A. Griffin Revocable Trust as to an undivided 49375/9500000ths interest
Karl Parker as to an undivided 23700/9500000ths interest
Kil & Karen Graski, JTWRs as to an undivided 100000/9500000ths interest
Libman Family Trust as to an undivided 98750/9500000ths interest
Lyan, LLC as to an undivided 98750/9500000ths interest
Milton Bozario as to an undivided 98750/9500000ths interest
Monroe Family Trust as to an undivided 24687.5/9500000ths interest
Nevada Trust Company C/F Daryl Alterwitz, IRA as to an undivided 30812.5/9500000ths interest
Patrick Flanagan Trust as to an undivided 98750/9500000ths interest
Pinnacle Holding Enterprises, LLC as to an undivided 24687.5/9500000ths interest
Rene C. Blanchard Trust OTD 2/14/73 as to an undivided 98750/9500000ths interest
Richard & Helen Carol Ellis, JTWRs as to an undivided 100000/9500000ths interest
Robert R. Bellevue Trust as to an undivided 83937.5/9500000ths interest
Sterling Trust Co. cust FBO Patrick Michael Flanagan, IRA as to an undivided 98750/9500000ths interest
The Cathy A. Kammeyer Living Trust, dtd 9-25-91 as to an undivided 50000/9500000ths interest
The Ruth D. Mills Living Trust as to an undivided 98750/9500000ths interest

Exhibit A

Anthony G. & Linda A. Puselet Family Trust as to an undivided 60000/9500000ths interest
Anthony Della Trust as to an undivided 25000/9500000ths interest
Arthur Snyder as to an undivided 135000/9500000ths interest
Béatrice S. Bernstein Rev. Fam. Tr. FBO Carol B. Oshins as to an undivided 75000/9500000ths interest
Blanche M. Craig as to an undivided 75000/9500000ths interest
Cardwell Charitable Trust as to an undivided 50000/9500000ths interest
Chad & Tamara Vellinga Family Trust as to an undivided 275000/9500000ths interest
Dana McDaniel Kanne Sep. Property Tr U/A/D 4/27/89 as to an undivided 35000/9500000ths interest
Deborah Friedman as to an undivided 20000/9500000ths interest
Deborah Stout Trust as to an undivided 50000/9500000ths interest
DeEtte Carter Revocable Trust as to an undivided 150000/9500000ths interest
DeEtte Carter Revocable Trust as to an undivided 350000/9500000ths interest
DJ Blease 1979 Trust as to an undivided 50000/9500000ths interest
Duke Marketing, Inc. as to an undivided 145000/9500000ths interest
Edward H. Oshins Revocable Family Trust as to an undivided 50000/9500000ths interest
Eve Jeanne as to an undivided 20000/9500000ths interest
Frank R. Nollmal & Robin F. Nollmal Family Trust as to an undivided 25000/9500000ths interest
Golden Legacy, LLC as to an undivided 200000/9500000ths interest
Heather A. Ralston Trust as to an undivided 25000/9500000ths interest
Jacquelyn A. McDaniel as to an undivided 10000/9500000ths interest
James and Reba Cardwell Family Trust as to an undivided 100000/9500000ths interest
James and Reba Cardwell Family Trust as to an undivided 100000/9500000ths interest
Janet B. Glover as to an undivided 125811.71/9500000ths interest
Janie Friedman Trust as to an undivided 30000/9500000ths interest
Jay A. and Louise A. Stead as to an undivided 50000/9500000ths interest
Joan Neiman Revocable Trust as to an undivided 50000/9500000ths interest
John David Kruger Family Trust as to an undivided 100000/9500000ths interest
John David Kruger Family Trust as to an undivided 167000/9500000ths interest
Judith Trotter or Bob Charles Trotter as to an undivided 50000/9500000ths interest
Karin B. Soloway Trust DTD 4/25/86 as to an undivided 50000/9500000ths interest
Kathryn Bryant Living Trust as to an undivided 50000/9500000ths interest
Leguna Consultants, LLC Profit Sharing Plan as to an undivided 25000/9500000ths interest
Larry Carter Trust as to an undivided 665000/9500000ths interest
Larry Carter, Lori Carter, David Carter as to an undivided 50000/9500000ths interest

Exhibit A

Libman Family Trust as to an undivided 105000/9500000ths interest
Lyan, LLC as to an undivided 1260/9500000ths interest
Marguerite E. Luce Living Trust as to an undivided 34000/9500000ths interest
Marlene B. Nevins Living Trust as to an undivided 20000/9500000ths interest
Mark Heese as to an undivided 100000/9500000ths interest
Marshall Shields IRA as to an undivided 30000/9500000ths interest
Meena P. Vohra as to an undivided 100000/9500000ths interest
Michael and Geri Rumboltz Living Trust 2002 as to an undivided 50000/9500000ths interest
Milton Bozanic as to an undivided 100000/9500000ths interest
Mustapha Asai Rev. Living Trust 8/23/03 as to an undivided 100000/9500000ths interest
Mustapha Asai Rev. Living Trust 8/23/03 as to an undivided 383397.55/9500000ths interest
Philip & Adele Engel Family Trust as to an undivided 50000/9500000ths interest
Pravin P. Bakrania and Veena P. Bakrania Living Trust as to an undivided 100000/9500000ths interest
Prism Management Pension Trust as to an undivided 50000/9500000ths interest
Ratelon Family Trust as to an undivided 25000/9500000ths interest
Ray W. Millor Trust DTD 1/16/82 as restated as to an undivided 199389/9500000ths interest
Richard A. Oshins 1995 Irrevocable Trust as to an undivided 100000/9500000ths interest
Ronald J. Fadel M.D., IRA as to an undivided 100000/9500000ths interest
Ruth Oshins Revocable Family Trust as to an undivided 100000/9500000ths interest
Schwartz Family Trust as to an undivided 100000/9500000ths interest
Sharon George (Friedman) as to an undivided 20000/9500000ths interest
SS Trust as to an undivided 100000/9500000ths interest
The Cherry Trust as to an undivided 15000/9500000ths interest
The LeMaire Family Trust as to an undivided 2371.33/9500000ths interest
The LeMaire Family Trust as to an undivided 47628.67/9500000ths interest
Toni Lynn Pusateri as to an undivided 10000/9500000ths interest
Toni Lynn Pusateri as to an undivided 5000/9500000ths interest
Victoria C. Pickard-Brown Trust as to an undivided 200000/9500000ths interest
Women's Care OB/GYN Ltd. as to an undivided 100000/9500000ths interest



L222-1 ID Summerwind LLC
Attn: Kerry Angelos
1059 E Iron Eagle Drive, Suite B
Eagle, ID 83616

L222-2 ID Summerwind LLC
Attn: Kerry Angelos
1059 E Iron Eagle Drive, Suite B
Eagle, ID 83616

L222-3 ID Summerwind LLC
Attn: Kerry Angelos
1059 E Iron Eagle Drive, Suite B
Eagle, ID 83616

L222-1 ID Summerwind LLC
Attn: Kerry Angelos
1059 E Iron Eagle Drive, Suite 155
Eagle, ID 83616

L222-2 ID Summerwind LLC
Attn: Kerry Angelos
1059 E Iron Eagle Drive, Suite 155
Eagle, ID 83616

L222-3 ID Summerwind LLC
Attn: Kerry Angelos
1059 E Iron Eagle Drive, Suite 155
Eagle, ID 83616

L222-1 ID Summerwind LLC
c/o David E Wishney
PO Box 837
Boise, ID 83701

Union Land Company, LLC
1059 E Iron Eagle Drive, Suite B
Eagle, ID 83616

Union Land Company, LLC
Attn: Kerry Angelos
1059 E Iron Eagle Drive, Suite 155
Eagle, ID 83616

Integrated Financial Associates, Inc
Attn: William Dyer
2810 W Charleston Ave, Suite 77
Las Vegas, NV 89102

Integrated Financial Associates, Inc
7785 W Sahara Ave, Suite 100
Las Vegas, NV 89117

Wilson & McColl
Attn: Brian McColl
420 W Washington Street
Boise, ID 83702

Geneva Equities, LLC
Attn: Ms. Regina Cook
PO Box 3056
Ketchum, ID 83340

Geneva Equities, LLC
PO Box 3056
Ketchum, ID 83340

Lukins & Annis, PS
Attn: Paul Davis, Esq
Washington Trust Financial Center
717 W Sprague Ave, Suite 1600
Spokane, WA 99201-0466

Geneva Equities, LLC
141 Citation Way, Suite 7
Hailey, ID 83333

Geneva Equities, LLC
c/o Steven Giacobbi, Registered Agent
213 Teal Dr
Hailey, ID 83333

Riverside Inc
PO Box 720
Parma, ID 83660

Riverside Inc
c/o Dennis D Daugherty
111 S Roswell Blvd
Parma, ID 83660

Traditional Sprinklers and Landscaping
3778 McGonigull St
Boise, ID 83703

Traditional Sprinklers and Landscaping
c/o Ryan Recla, Registered Agent
914 S McDermott
Nampa, ID 83687

Conger Management Group
405 S 8th St, Ste 290
Boise, ID 83702

Conger Management Group
6072 S Schooner Pl
Boise, ID 83716

Dennis Phipps Well Drilling, Inc
12440 Karcher Rd
Nampa, ID 83651

Dennis Phipps Well Drilling, Inc
c/o Dennis L Phipps
8029 Upland Dr
Nampa, ID 83686

Hap Taylor & Sons, Inc dba Knife River
1150 West Century Avenue
Bismarck, ND 58503

Hap Taylor & Sons, Inc dba Knife River
1200 West Century Avenue
Bismarck, ND 58503

Hap Taylor & Sons, Inc dba Knife River
c/o David T Krueck, Attorney
Trout Jones Gledhill & Fuhrman, PA
225 North 9th Street, Suite 800
Boise, ID 83702

Hap Taylor & Sons, Inc dba Knife River
c/o David T Krueck, Attorney
Trout Jones Gledhill & Fuhrman, PA
PO Box 1097
Boise, ID 83701

Extreme Line Logistics, Inc d/b/a
Extreme Line Construction, Inc
8145 E Colter Bay Drive
Nampa, ID 83687

Extreme Line Construction, Inc
c/o Casey M Daniels
8145 E Colter Bay Drive
Nampa, ID 83687

Victoria Laidlaw
10082 W Rhett St
Boise, ID 83709

Gerald Aebischer
17720 Plum Rd
Caldwell, ID 83607

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EmmaJeanne Youngblood
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Emmett, ID 83617

Jon M Zarneke
3480 W Birdie Ct
Meridian, ID 83646

Vallivue School District #139
5207 S Montana Ave
Caldwell, ID 83607

David A Hunemiller, Inc
17749 Northside Blvd
Nampa, ID 83687

SPF Water Engineering, LLC
600 E River Park Lane, Suite 105
Boise, ID 83706

Rexius Forest By-Products, Inc
c/o Gleaves Swearingen Potter & Scott LLP
975 Oak Street, Suite 800
Eugene, OR 97401

Rexius Forest By-Products, Inc
c/o Gleaves Swearingen Potter & Scott LLP
PO Box 1147
Eugene, OR 97440

Rexius Forest By-Products, Inc
c/o Elam & Burke, PA
251 East Front Street, Suite 300
Boise, ID 83702

Notary Public for the State of Idaho
Residing at: Kuna, ID
Commission Expires: 2-28-09



ATF4990804603-04

RE-SCHEDULED NOTICE OF TRUSTEE'S SALE

On Wednesday, January 28, 2009 at the hour of 10:45 o'clock A.M., of said day, in the office of Alliance Title & Escrow Corp. located at 717 S. Kimball Ave., Suite 100, Caldwell, ID 83605,

Alliance Title & Escrow Corp., as successor trustee, will sell at public auction, to the highest bidder, for cash, cashiers check, certified check or tellers check, (from a bank which has a branch in the community at the site of the sale), money order, State of Idaho check or local government check, or cash equivalent in lawful money of the United States, all payable at the same time of sale, the following described real property, situated in the County of Canyon, State of Idaho, and described as follows, to wit:

**Lot 15, Block 1 and Lot 17, Block 1 of SummerWind at Orchard Hills Subdivision
Phase I, Canyon County, Idaho, according to the official plat thereof, filed in Book 39
of Plats at Page 21, records of said County.**

THE TRUSTEE HAS NO KNOWLEDGE OF A MORE PARTICULAR DESCRIPTION OF THE ABOVE-DESCRIBED REAL PROPERTY, BUT FOR PURPOSES OF COMPLIANCE WITH IDAHO CODE, SECTION 60-113, THE TRUSTEE HAS BEEN INFORMED THAT THE STREET ADDRESS OF: 0 Aura Vista Way as to Lot 15 in Block 1 and 0 Aura Vista Way as to Lot 17 in Block 1; both in Caldwell, ID, MAY SOMETIMES BE ASSOCIATED WITH SAID REAL PROPERTY. FOR FURTHER INFORMATION REGARDING THE EXACT LOCATION OF SAID PROPERTY, PLEASE CONTACT ALLIANCE TITLE & ESCROW CORP. AT 947-1553.

If the successful bidder cannot provide the bid price by means of one of the above means of payment, the sale will be postponed for 10 minutes only to allow the high bidder to obtain payment in a form prescribed herein above. If the high bidder is unsuccessful in obtaining payment as directed within 10 minutes, the sale will be re-held immediately and any bid by the high bidder from the previous sale, will be rejected, all in accordance with Idaho Code 45-1502 et. Sec.

Said sale will be made without covenant or warranty regarding title, possession or encumbrances to satisfy the obligation secured by and pursuant to the power of sale conferred in the deed of trust executed by L222-1 ID Summerwind, LLC, an Idaho limited liability company, as Grantor to Alliance Title & Escrow Corp., as Successor Trustee, for the benefit and security of Integrated Financial Associates, Inc., a Nevada corporation as Beneficiary, recorded July 13, 2007 as Instrument No. 2007048604, records of Canyon County, Idaho. The beneficial interest being further assigned to those certain assignees more particularly identified on Exhibit "A" attached hereto by those certain Assignments of Note and Deed of Trust recorded as Instrument Nos. 2007065528, 2007065543 and 2007066076, records of Canyon County, Idaho. THE ABOVE GRANTORS ARE NAMED TO COMPLY WITH SECTION 45-1506(4)(a), IDAHO CODE. NO REPRESENTATION IS MADE THAT THEY ARE, OR ARE NOT, PRESENTLY RESPONSIBLE FOR THIS OBLIGATION.

The default for which this sale is to be made is failure to:

Make regular monthly interest only installments beginning March 1, 2008 and the failure to pay all amounts due and owing as of the maturity date of May 31, 2008. The original loan amount was \$9,500,000.00 together with interest thereon at the rate of 13% per annum, as evidenced in Promissory Note dated May 18, 2007. The balance owing as of May 31, 2008 was \$8,235,389.95 in principal; \$494,123.40 in accrued interest; and \$832,460.66 in late payment penalties. The per diem interest at the default rate of 18% per annum is \$4,061.29. In addition to the above, there is also due any additional late charges, advances, escrow collection fees, attorney fees, fees or costs associated with this foreclosure.

The balance owing as of this date on the obligation secured by said deed of trust is \$8,235,389.95, excluding interest, costs and expenses actually incurred in enforcing the obligations thereunder or in this sale, as trustee's fees and/or reasonable attorney's fees as authorized in the promissory note secured by the aforementioned Deed of Trust.

Dated: December 8, 2008

Alliance Title & Escrow Corp.

By:

Bobbi Oldfield
Bobbi Oldfield, Trust Officer
Phone: 947-1553

Exhibit A

JA Kretsch Financial Retirement Plan as to an undivided 41000/8500000ths interest
Stanley Pahr Trust as to an undivided 80000/9500000ths interest

RECORDER SCAN

Exhibit A

Annette Parker Trust as to an undivided 74082.5/9500000ths interest
Caryl J. Gulb Trust as to an undivided 98750/9500000ths interest
Dale Wynn Living Trust as to an undivided 98750/9500000ths interest
Dane McDaniel Kanne Sep. Property Tr U/A/D 4/27/99 as to an undivided 185000/9500000ths interest
David G. Stibor D.D.S. Ltd. DBPP as to an undivided 98750/9500000ths interest
Dennis Kyle as to an undivided 150000/9500000ths interest
DYS Family Limited Partnership as to an undivided 197500/9500000ths interest
Henry B. Soloway 1991 Irrevocable Trust as to an undivided 98750/9500000ths interest
Henry B. Soloway 2008 Revocable Family Trust as to an undivided 98750/9500000ths interest
JA Kretsch Financial Retirement Plan as to an undivided 29625/9500000ths interest
Jason Parker as to an undivided 29625/9500000ths interest
John R. Gibbs Trust as to an undivided 49375/9500000ths interest
Jon A. Griffin Sr. & Judy A. Griffin Revocable Trust as to an undivided 49375/9500000ths interest
Karl Parker as to an undivided 23700/9500000ths interest
Kil & Karen Graski, JTWRs as to an undivided 100000/9500000ths interest
Libman Family Trust as to an undivided 98750/9500000ths interest
Lyan, LLC as to an undivided 98750/9500000ths interest
Milton Bozanic as to an undivided 98750/9500000ths interest
Monroe Family Trust as to an undivided 24687.5/9500000ths interest
Nevada Trust Company C/F Daryl Alterwitz, IRA as to an undivided 30612.5/9500000ths interest
Patrick Flanagan Trust as to an undivided 98750/9500000ths interest
Pinnacle Holding Enterprises, LLC as to an undivided 24687.5/9500000ths interest
Rene C. Blanchard Trust DTD 2/14/73 as to an undivided 98750/9500000ths interest
Richard & Helen Carol Ellis, JTWRs as to an undivided 100000/9500000ths interest
Robert R. Bellevue Trust as to an undivided 83937.5/9500000ths interest
Sterling Trust Co. cust FBO Patrick Michael Flanagan, IRA as to an undivided 98750/9500000ths interest
The Colby A. Karmeyer Living Trust, dtd 9-24-91 as to an undivided 50000/9500000ths interest
The Ruth D. Mills Living Trust as to an undivided 98750/9500000ths interest

Exhibit A

Anthony C. & Linda A. Pusateri Family Trust as to an undivided 90000/9500000ths interest
Anthony Della Trust as to an undivided 25000/9500000ths interest
Arthur Snyder as to an undivided 135000/9500000ths interest
Beatrice S. Bernstein Rev. Fam. Tr. FBO Carol B. Oshins as to an undivided 75000/9500000ths interest
Blanche M. Craig as to an undivided 75000/9500000ths interest
Cardwell Charitable Trust as to an undivided 50000/9500000ths interest
Chad & Tamara Vellinga Family Trust as to an undivided 275000/9500000ths interest
Dana McDaniel Kenne Sep. Property Tr U/A/D 4/27/89 as to an undivided 35000/9500000ths interest
Deborah Friedman as to an undivided 20000/9500000ths interest
Deborah Stout Trust as to an undivided 50000/9500000ths interest
DeEtta Carter Revocable Trust as to an undivided 150000/9500000ths interest
DeEtta Carter Revocable Trust as to an undivided 350000/9500000ths interest
Dl Biese 1979 Trust as to an undivided 50000/9500000ths interest
Duke Marketing, Inc. as to an undivided 145000/9500000ths interest
Edward H. Oshins Revocable Family Trust as to an undivided 50000/9500000ths interest
Eve Jeanes as to an undivided 20000/9500000ths interest
Frank R. Nollmai & Robin F. Nollmai Family Trust as to an undivided 25000/9500000ths interest
Golden Legacy, LLC as to an undivided 200000/9500000ths interest
Heather A. Ralston Trust as to an undivided 25000/9500000ths interest
Jacquelyn A. McDaniel as to an undivided 10000/9500000ths interest
James and Reba Cardwell Family Trust as to an undivided 100000/9500000ths interest
James and Reba Cardwell Family Trust as to an undivided 100000/9500000ths interest
Janet B. Glover as to an undivided 125811.71/9500000ths interest
Janie Friedman Trust as to an undivided 30000/9500000ths interest
Jay A. and Louise A. Stead as to an undivided 50000/9500000ths interest
Joan Neiman Revocable Trust as to an undivided 50000/9500000ths interest
John David Kruger Family Trust as to an undivided 100000/9500000ths interest
John David Kruger Family Trust as to an undivided 167000/9500000ths interest
Judith Trotter or Bob Charles Trotter as to an undivided 50000/9500000ths interest
Karin B. Soloway Trust DTD 4/25/96 as to an undivided 50000/9500000ths interest
Kathryn Bryant Living Trust as to an undivided 50000/9500000ths interest
Legume Consultants, LLC Profit Sharing Plan as to an undivided 25000/9500000ths interest
Larry Carter Trust as to an undivided 665000/9500000ths interest
Larry Carter, Lori Carter, David Carter as to an undivided 50000/9500000ths interest

Exhibit A

Libman Family Trust as to an undivided 105000/9500000ths interest
Lyan, LLC as to an undivided 1250/9500000ths interest
Marguerite E. Luce Living Trust as to an undivided 34000/9500000ths interest
Marlene B. Nevins Living Trust as to an undivided 20000/9500000ths interest
Mark Heese as to an undivided 100000/9500000ths interest
Marshall Shields IRA as to an undivided 30000/9500000ths interest
Meena P. Vohra as to an undivided 100000/9500000ths interest
Michael and Geri Rumboltz Living Trust 2002 as to an undivided 50000/9500000ths interest
Milton Bozanic as to an undivided 100000/9500000ths interest
Mustapha Assi Rev. Living Trust 6/23/03 as to an undivided 100000/9500000ths interest
Mustapha Assi Rev. Living Trust 6/23/03 as to an undivided 393397.55/9500000ths interest
Philip & Adele Engel Family Trust as to an undivided 50000/9500000ths interest
Pravin P. Bakranis and Veena P. Bakranis Living Trust as to an undivided 100000/9500000ths interest
Prism Management Pension Trust as to an undivided 50000/9500000ths interest
Rebston Family Trust as to an undivided 25000/9500000ths interest
Ray W. Millisor Trust DTD 1/15/62 as restated as to an undivided 199359/9500000ths interest
Richard A. Cahine 1995 Irrevocable Trust as to an undivided 100000/9500000ths interest
Ronald J. Fedel M.D., IRA as to an undivided 100000/9500000ths interest
Ruth Cahine Revocable Family Trust as to an undivided 100000/9500000ths interest
Schwartz Family Trust as to an undivided 100000/9500000ths interest
Sharon George (Friedman) as to an undivided 20000/9500000ths interest
SS Trust as to an undivided 100000/9500000ths interest
The Cherry Trust as to an undivided 15000/9500000ths interest
The LeMaire Family Trust as to an undivided 2371.33/9500000ths interest
The LeMaire Family Trust as to an undivided 47628.67/9500000ths interest
Toni Lynn Pusateri as to an undivided 10000/9500000ths interest
Toni Lynn Pusateri as to an undivided 5000/9500000ths interest
Victoria C. Pickard-Brown Trust as to an undivided 200000/9500000ths interest
Women's Care OB/GYN Ltd. as to an undivided 100000/9500000ths interest

2008032930

RECORDED

2008 JUN 17 PM 4 43

WILLIAM H. ROBERT
CANYON COUNTY RECORDER
ALLIANCE - NAMPA

REC'D
TYPE: *Electronic File*
1800



ATF4990804603-BO

NOTICE OF DEFAULT

Integrated Financial Associates, Inc., a Nevada corporation, as BENEFICIARY

under the deed or transfer in trust executed by

L222-1 ID Summerwind, LLC, an Idaho limited liability company as GRANTOR, to

Alliance Title & Escrow Corp. as SUCCESSOR TRUSTEE,

dated July 12, 2007, recorded July 13, 2007 as Instrument No. 2007048604, and the beneficial interest being further assigned to those certain assignees more particularly identified on Exhibit "A" attached hereto by those certain Assignments of Note and Deed of Trust recorded as Instrument Nos. 2007065528, 2007065543 and 2007066076, Mortgage Records of Canyon County, Idaho, hereby gives notice that a breach of the obligation for which such transfer is security has occurred, the nature of such breach being the failure to:

Make regular monthly interest only installments beginning March 1, 2008 and the failure to pay all amounts due and owing as of the maturity date of May 31, 2008. The original loan amount was \$9,500,000.00 together with interest thereon at the rate of 13% per annum, as evidenced in Promissory Note dated May 18, 2007. The balance owing as of May 31, 2008 was \$8,235,389.95 in principal; \$494,123.40 in accrued interest; and \$832,460.66 in late payment penalties. The per diem interest at the default rate of 18% per annum is \$4,061.29. In addition to the above, there is also due any additional late charges, advances, escrow collection fees, attorney fees, fees or costs associated with this foreclosure.

And that the Beneficiary elects to sell or cause the trust property to be sold to satisfy said obligation; said trust property more particularly described on Exhibit "B" attached hereto and made a part hereof by reference.

Dated: June 16, 2008

Alliance Title & Escrow Corp.

By: *Bobbi Oldfield*
Its: Asst. Secretary

State of Idaho }
County of Ada } ss.

On this 16th day of June, 2008, before me, a Notary Public in and for said state, personally appeared Bobbi Oldfield known to me to be the Asst. Secretary of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, he/she/they executed the foregoing in said Corporation name and acknowledged to me that said corporation executed same.

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



Rachel Lenberg
Notary Public for the State of Idaho
Residing at: Meridian, ID
Commission Expires: 07/02/2013

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Ralston Family Trust as to an undivided 25000/9500000ths interest
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Ronald J. Fadel M.D., IRA as to an undivided 100000/9500000ths interest
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Exhibit B

**Lot 15, Block 1 and Lot 17, Block 1 of SummerWind at Orchard Hills Subdivision Phase I,
Canyon County, Idaho, according to the official plat thereof, filed in Book 39 of Plats at Page
21, records of said County.**