

RECEIVED

FEB 22 2019

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
STATEMENT OF COMPLETION
FOR SUBMITTING PROOF OF BENEFICIAL USE

FOR OFFICE USE ONLY

Amt. of Fee \$ _____
Receipt No. _____
Received By _____
Date Received _____

The Idaho Department of Water Resources considers this form a statement by the permit holder(s) that development of a water right has been **completed** and that water has been applied to beneficial use to the extent described below. **This form must be accompanied by an examination fee, when necessary, or by a completed Beneficial Use Field Report prepared by a certified water right examiner.** Please refer to the instructions and fee schedule for this form. If ownership of the permit has changed, contact any Department office or visit the Department's website at idwr.idaho.gov for an *Assignment of Permit* form. If you wish to relinquish your permit because you have not established the authorized use of the water and are not applying for an extension, please notify the Department in writing.

1. Permit No. 63-31884 Telephone No. 702-257-00212. Name of Permit Holder(s) Summerwind Partners, LLC3. Mailing Address 3311 S. Rainbow Blvd., Suite 209 City Las VegasState NV Zip 89146 Email bill_ifa@yahoo.com4. Source of Water Ground Water If **GROUND WATER** (well), Date Drilled mo. 12 / yr. 2001Well Driller Eaton Drilling and Pump, Inc.; Riverside, Inc. Drilling Permit Number D0016837; D0047175 - 9/20065. Extent of use(s) completed **as authorized by the water right permit:**Domestic (No. of households) 92 Stockwater (No. and type of stock) _____Irrigation (No. of acres) _____ Other Fire Protection6. Total rate of diversion or storage volume for which proof is submitted 1.50 cfs OR 110.4 acre-feet.7. Compliance with a measuring device requirement, lockable controlling device requirement, and/or other conditions of permit:
Refer to the approval conditions on your permit and respond accordingly.**The Department will not issue a license if permit conditions are not met.**

Measuring Device	Is a measuring device required?	Yes ☐	No ☒
	If yes , has the measuring device been installed?	Yes ☐	No ☐
Lockable Controlling Device	Is a lockable device required to control the diversion?	Yes ☐	No ☒
	If yes , has the lockable device been installed?	Yes ☐	No ☐
Fish Screen	Is a fish screen required?	Yes ☐	No ☒
	If yes , has the fish screen been installed?	Yes ☐	No ☐

Other Conditions of Permit

Do the approval conditions on your permit require you to submit additional information in connection with your proof of beneficial use? If yes, list the conditions below and attach documents with the required information.

_____ Completed? Yes ☐ No ☒

8. Fee Enclosed \$ 250.00 or not applicable ☐. See fee schedule on page 2 of the instructions.

Proof statements filed without an appropriate fee, will be considered incomplete.

9. Person to contact to accompany the Department representative during field examination of the water system.

Name N/A - Field Exam submitted with Request Telephone Number _____

Mailing Address _____ City _____

State _____ Zip _____ Email _____

The information given on this form is my true statement of the extent to which the above numbered permit has been developed and water has been diverted and applied to a beneficial use. I understand that any undeveloped portion of the permit is relinquished to the State of Idaho.

Signature of Permit Holder William Egan, Manager Date 2/12/19

(Include your title, if on behalf of company or organization)

Mail to: Idaho Department of Water Resources, PO Box 83720, Boise, ID 83720-0098

**BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO**

IN THE MATTER OF PERMIT NO. 63-31884	)	PRELIMINARY ORDER
IN THE NAME OF L222-3 ID	)	REINSTATING A PERMIT
SUMMERWIND LLC	)	
_____	)	

This matter having come before the Idaho Department of Water Resources ("Department"), the Department finds, concludes and orders:

FINDINGS OF FACT

1. On June 12, 2004, the Department issued Permit No. 63-31884 ("Permit") in the name of D.B. Trust authorizing the diversion of 2.23 cubic feet per second of water from ground water for domestic and fire protection uses in the S½ of Section 32, Township 4 North, Range 4 West, B.M., Canyon County. A condition of permit approval required D.B. Trust to submit proof of beneficial use of water to the Department on or before June 1, 2006.
2. On March 31, 2006, the Department notified D.B. Trust by certified mail that proof of beneficial use was due and instructed D.B. Trust of the steps to be taken to submit a *Statement of Completion for Submitting Proof of Beneficial Use* ("Proof"), or a *Request for Extension of Time* ("Extension Request").
3. On May 15, 2006, the Department received an assignment of permit from D.B. Trust to Status Corporation of Idaho. Status Corporation of Idaho also submitted an Extension Request with the Department. The Department approved this Extension Request. The approved Extension Request established a new proof of beneficial use due date of June 1, 2011.
4. On July 6, 2007, the Department received an assignment of permit from Status Corporation of Idaho to L222-3 Summerwind LLC ("Permit Holder").
5. On March 31, 2011, the Department notified the Permit Holder by certified mail that Proof was due and instructed the Permit Holder of the steps to be taken to submit Proof or an Extension Request.
6. On April 5, 2011, the Proof notice was returned as undeliverable. The Department sent the Proof notice to a new address for the Permit Holder, which was also returned as undeliverable.
7. On June 1, 2011, the Permit lapsed because the Department had not received an acceptable Proof or Extension Request.

8. On June 8, 2011, the Department sent the Permit Holder notice that the Permit had lapsed because no Proof or Extension Request had been received. The Department also copied the notice to the owner of the well property, Summerwind Partners LLC.
9. On June 14, 2011, the lapse notice sent to the Permit Holder was returned as undeliverable.
10. On June 17, 2011, the copy of the lapse notice sent to Summerwind Partners LLC was also returned as undeliverable.
11. On February 6, 2019, the Department received a request on behalf of Summerwind Partners LLC to reinstate the permit. The request included the \$250 reinstatement fee, a field report prepared by a certified water right examiner, and an explanation why proof was filed late. The explanation stated that the properties associated with this permit were conveyed to Summerwind Partners LLC, in 2009, and Summerwind Partners LLC did not receive the copy of the lapse notice that was sent to Summerwind Partners LLC, in 2011. Therefore, Summerwind Partners LLC, did not know that Proof had not been filed for the Permit by L222-3 Summerwind LLC.
12. On February 22, 2019, the Department received Proof from Summerwind Partners LLC.

CONCLUSIONS OF LAW

Idaho Code § 42-218a states, in pertinent part:

A permit upon which the proof of beneficial use has not been submitted, or a request for extension of time has not been received on or before the date set for such proof, shall lapse and be of no further force nor effect. Notice of said lapsing shall be sent by the department to the permit holder at the address of record by regular mail . . .

Idaho Code § 42-218a.(2) states, in pertinent part:

In connection with a proof of beneficial use statement submitted more than sixty (60) days after such notice of lapsing, the director shall require all of the following items to be submitted to the department:

(a) A report prepared by a certified water right examiner as a result of an examination to clearly confirm and establish the extent of the beneficial use of water established in connection with the permit during the time authorized by the permit and any extensions of time previously approved. The report shall be on the form or forms specified by the director and shall provide the information specified in section 42-217, Idaho Code, for confirming beneficial use and such other information as may be required by the director.

(b) A statement of reasonable cause for filing a late proof of beneficial use.

(c) A reinstatement fee of two hundred fifty dollars (\$250).

Summerwind Partners LLC has provided a reasonable showing why this permit should be reinstated by submitting an acceptable Proof, Field Report, statement of reasonable cause, and reinstatement fee. The permit should be reinstated based upon the February 22, 2019 filing date.

ORDER

IT IS HEREBY ORDERED that Permit No. 63-31884 is **REINSTATED** with the priority date advanced to February 22, 2019.

DATED this 29th day of April, 2019.



Shelley W. Keen, Chief
Water Allocation Bureau



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

GARY SPACKMAN
Director

May 06, 2019

L222 3 ID SUMMERWIND LLC
1059 E IRON EAGLE DR STE 155
EAGLE ID 83616

PROOF ACKNOWLEDGEMENT LETTER

RE: Permit No. 63-31884

Dear Permit Holder(s):

The Department acknowledges receipt of the proof of beneficial use form ("proof"), beneficial use field report, a statement of reasonable cause for filing a late proof, and reinstatement fee of \$250.00 submitted for the above referenced water right permit. The next step in the process is for the Department to review the file for issuance of water right license.

Enclosed is a preliminary order that reinstates this permit since proof was submitted more than 60 days after the date of the lapse notice. Please note that the priority date for this permit has been advanced to **February 22, 2019**, as provided in Section 42-218a(2), Idaho Code.

Please be advised that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the Department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any Department office or at the Department's website at www.idwr.idaho.gov.

If you have any questions concerning this permit, please contact the State Office of the Department located in Boise at (208) 287-4800.

Sincerely,

Darla Block
Technical Records Specialist

Enclosure(s)

c: CHARLES L HONSINGER , ROBERT P WALKER LLC, SUMMERWIND PARTNERS LLC

CERTIFICATE OF SERVICE

I hereby certify that on **May 07, 2019** I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER (**PRELIMINARY ORDER REINSTATING A PERMIT**) to the person(s) listed below:

RE: Preliminary Order in the Matter of Permit No. **63-31884**

CHARLES L HONSINGER (Attorney)
PO BOX 517
BOISE ID 83701-0517

ROBERT P WALKER LLC (Representative)
5710 W RANDOLPH DR
BOISE ID 83705

L222 3 ID SUMMERWIND LLC (Current Owner)
1059 E IRON EAGLE DR STE 155
EAGLE ID 83616

SUMMERWIND PARTNERS LLC (Interested Party)
3311 S RAINBOW BLVD STE 209
LAS VEGAS NV 89146



Darla Block
Technical Records Specialist

EXPLANATORY INFORMATION TO ACCOMPANY A PRELIMINARY ORDER

(To be used in connection with actions when a hearing was not held)

(Required by Rule of Procedure 730.02)

The accompanying order or approved document is a "Preliminary Order" issued by the department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the Department of Water Resources ("department") unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. **Note: the petition must be received by the department within this fourteen (14) day period.** The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after: (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the Department or the Water Resource Board is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its service date if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) The petition for reconsideration is disposed of; or
- (b) The petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

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

RECEIVED
FEB 22 2019
DEPARTMENT OF
WATER RESOURCES

February 15, 2019

Ms. Darla Block
Mr. Dan Nelson
Water Rights Section
Idaho Department of Water Resources
322 E. Front. St., Suite 648
Boise, ID 83702-7371

Re: Request to Reinstate Permit No. 63-31884

Dear Ms. Block and Mr. Nelson:

Enclosed please find the original Statement of Completion related to the above-referenced matter. As you are aware, you already have a copy of the document. Please contact me with any questions or concerns.

Thank you.

Sincerely,



Charles L. Honsinger

enclosure

cc: Client

Block, Darla

From: Charles Honsinger <honsingerlaw@gmail.com>
Sent: Thursday, February 14, 2019 11:27 AM
To: Block, Darla
Subject: Re: Statement of Completion 63-31884

Thanks Darla: According to the client, the original is on its way to me in the mail. I'll send it to you as soon as I receive it.

Charlie

Charles L. Honsinger
Honsinger Law, PLLC
P.O. Box 517
Boise, ID 83701
Phone: (208)863-6106
Fax: (208)908-6085
honsingerlaw@gmail.com

On Thu, Feb 14, 2019 at 10:52 AM Block, Darla <Darla.Block@idwr.idaho.gov> wrote:

Charlie,

I printed out the email copy you sent. I gave the file to Dan Nelson to get started on, however the Department requires that the original signed version follow in the mail. Please follow with the original signed version.

Thank You,

Darla Block

Technical Records Specialist

Water Allocation Bureau

Ph. #(208) 287-4945

Darla.Block@idwr.Idaho.gov

From: Charles Honsinger [mailto:honsingerlaw@gmail.com]

Sent: Tuesday, February 12, 2019 3:55 PM

To: Block, Darla <Darla.Block@idwr.idaho.gov>

Subject: Statement of Completion 63-31884

Darla: Attached hereto in pdf format is the completed Statement of Completion by the manager for Summerwind Partners, LLC. Please confirm that you have received this email and the attachment, and please contact me with any further concerns.

Thank you for your help.

Charlie Honsinger

Charles L. Honsinger

Honsinger Law, PLLC

P.O. Box 517

Boise, ID 83701

Phone: (208)863-6106

Fax: (208)908-6085

honsingerlaw@gmail.com

Emailed
COPY

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
STATEMENT OF COMPLETION
FOR SUBMITTING PROOF OF BENEFICIAL USE

FOR OFFICE USE ONLY	
Amt. of Fee \$	_____
Receipt No.	_____
Received By	_____
Date Received	_____

The Idaho Department of Water Resources considers this form a statement by the permit holder(s) that development of a water right has been **completed** and that water has been applied to beneficial use to the extent described below. **This form must be accompanied by an examination fee, when necessary, or by a completed Beneficial Use Field Report prepared by a certified water right examiner.** Please refer to the instructions and fee schedule for this form. If ownership of the permit has changed, contact any Department office or visit the Department's website at idwr.idaho.gov for an *Assignment of Permit* form. If you wish to relinquish your permit because you have not established the authorized use of the water and are not applying for an extension, please notify the Department in writing.

1. Permit No. 63-31884 Telephone No. 702-257-0021
2. Name of Permit Holder(s) Summerwind Partners, LLC
3. Mailing Address 3311 S. Rainbow Blvd., Suite 209 City Las Vegas
State NV Zip 89146 Email bill_ifa@yahoo.com
4. Source of Water Ground Water If **GROUND WATER** (well), Date Drilled mo. 12 / yr. 2001
Well Driller Eaton Drilling and Pump, Inc.; Riverside, Inc. Drilling Permit Number D0016837; D0047175 - 9/2006
5. Extent of use(s) completed as authorized by the water right permit:
Domestic (No. of households) 92 Stockwater (No. and type of stock) _____
Irrigation (No. of acres) _____ Other Fire Protection
6. Total rate of diversion or storage volume for which proof is submitted 1.50 cfs OR 110.4 acre-feet.
7. Compliance with a measuring device requirement, lockable controlling device requirement, and/or other conditions of permit:
Refer to the approval conditions on your permit and respond accordingly.
The Department will not issue a license if permit conditions are not met.

Measuring Device	Is a measuring device required?	Yes ☐	No ☒
	If yes, has the measuring device been installed?	Yes ☐	No ☐
Lockable Controlling Device	Is a lockable device required to control the diversion?	Yes ☐	No ☒
	If yes, has the lockable device been installed?	Yes ☐	No ☐
Fish Screen	Is a fish screen required?	Yes ☐	No ☒
	If yes, has the fish screen been installed?	Yes ☐	No ☐

Other Conditions of Permit

Do the approval conditions on your permit require you to submit additional information in connection with your proof of beneficial use? If yes, list the conditions below and attach documents with the required information.

- _____ Completed? Yes ☐ No ☒
8. Fee Enclosed \$ 250.00 or not applicable ☐. See fee schedule on page 2 of the instructions.
Proof statements filed without an appropriate fee, will be considered incomplete.
 9. Person to contact to accompany the Department representative during field examination of the water system.
Name N/A - Field Exam submitted with Request Telephone Number _____
Mailing Address _____ City _____
State _____ Zip _____ Email _____

The information given on this form is my true statement of the extent to which the above numbered permit has been developed and water has been diverted and applied to a beneficial use. I understand that any undeveloped portion of the permit is relinquished to the State of Idaho.

Signature of Permit Holder William S. Sauer, Manager Date 2/12/19
(Include your title, if on behalf of company or organization)

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

RECEIVED
FEB 06 2019
DEPARTMENT OF
WATER RESOURCES

February 6, 2019

Mr. Shelley Keen
Mr. Dan Nelson
Idaho Dept. of Water Resources
322 E. Front. St., Suite 648
Boise, ID 83702-7371

Re: Lapsed Permit No. 63-31884 - Request to Reinstate

Dear Messrs. Keen and Nelson:

Pursuant to a recent conversation at your offices between representatives of Mountain Waterworks Engineering and Environmental Solutions, yourselves, and myself, this correspondence requests that IDWR reinstate the above-referenced lapsed permit and issue a license for the same to Summerwind Partners, LLC.

Idaho Code Section 42-218a(2) provides in relevant part that the director may reinstate a permit for which a lapse notice has been issued in excess of 60 days in the past provided the following items are submitted to IDWR:

- (a) A beneficial use examination report prepared by a certified water right examiner that "clearly confirm[s] and establish[es] the extent of the beneficial use of water established in connection with the permit during the time authorized by the permit";
- (b) "A statement of reasonable cause for filing a late proof of beneficial use"; and
- (c) "A reinstatement fee of two hundred fifty dollars (\$250)."

Accordingly, please find attached a copy of a beneficial use examination report completed by Mountain Waterworks, and a check payable to the Idaho Department of Water Resource in the amount of \$250.00. The required "statement of reasonable cause for filing a late proof of beneficial use" is contained in the body of this correspondence set forth below, and is supported by the following:

- (1) the Affidavit of Tom Mehiel, the long-time water system operator (Exhibit "A");
- (2) the letters referenced by Mr. Mehiel in his affidavit (Exhibit "B");

(3) a series of Trustee's Deeds conveying most of the subdivision lots to Summerwind Partners, LLC (Exhibit "C"); and

(4) a copy of relevant portions of the Conditions, Restrictions and Easements for the subdivision (Exhibit "D").

1. Summary

E.B. Trust filed application for permit no. 63-31884 on December 3, 2003. The application sought water for domestic and fire protection uses for 92 homes at the Homestead at Bartlett Creek subdivision in Canyon County, Idaho. On June 12, 2004, IDWR issued permit no. 63-31884, approving the permit for the requested uses for 92 homes. On March 31, 2006, IDWR sent a Proof Due Notice to the permit holder, stating that proof of beneficial use for the permit was due on June 1, 2006. The permit holder responded on May 15, 2006 by filing a request for extension of time within which to submit proof of beneficial use. On May 22, 2006, IDWR approved the Extension of Time, making proof of beneficial use due on June 1, 2011.

On June 28, 2007, an Assignment of Permit form was filed with IDWR showing that permit no. 63-31884 had been assigned to L223-3 ID Summerwind, LLC. On July 11, 2007, IDWR responded with an acknowledgment that the permit had changed ownership.

In the meantime, Tom Mehiel, the owner/operator of Valley Hydro, Inc., a company that managers and operates domestic water supply systems, had contracted to operate the system through which permit no. 63-31884 is diverted (please see attached affidavit). Valley Hydro operated and managed the system from September 15, 2007 until July, 2008 after it received a letter that operations on the development were ceasing.

Valley Hydro first received a letter from Union Land Company dated January 4, 2008 that explained its projects (including L222-3 ID Summerwind) were dealing with "challenging real estate market conditions." The letter also stated that the project was subject to purchase and sale agreement due to close in March, 2008. The July, 2008 letter notified Valley Hydro that Union Land Company, LLC (the parent for L222-3 ID Summerwind, LLC) would be ceasing operations - apparently due to market conditions. Copies of both letters are attached to this letter for review. Even after Valley Hydro's regular operations of the system were finished, it continued to assist with the continued operation of the system on a sporadic basis.

During the winter of 2009, after foreclosure on the subdivision, a series of Trustee's Deeds conveyed lots in the subdivision (including the well lot - Lot 15 in Block 1 - see CC&Rs) to Summerwind Partners, LLC. Copies of those Trustee's Deeds are attached hereto.

Shelley Keen
Dan Nelson
February 5, 2019
Page 3

Unfortunately, it seems that the permit was never assigned to Summerwind Partners, LLC, and the permit holder is no longer in existence to do so.

On March 31, 2011, IDWR sent a proof due notice to the permit holder stating that proof was due for the permit on June 1, 2011. The proof due notice was returned to IDWR undelivered. Moreover, by that time, the subdivision lots had already been conveyed to Summerwind Partners, LLC (as discussed above). Then, in June, 2011, a lapse notice was issued. Mailings of the lapse notice to both L222-3 ID Summerwind and Summerwind Partners, LLC were returned to IDWR as undeliverable. It is unclear from the record why a lapse notice was mailed to Summerwind Partners, LLC, but regardless, it was returned as undeliverable. Accordingly, the permit lapsed.

Nonetheless, in March 2012, Valley Hydro again signed a contract, this time with Summerwind Partners, LLC, to operate the system and has been operating the system since.

2. Discussion

Summerwind Partners, LLC's basis for requesting a reinstatement of permit no. 63-31884 is that reasonable cause exists to reinstate the permit because the permit holder (L222-3 ID Summerwind) lost the properties to which the permit was appurtenant due to foreclosure due to the obvious economic circumstances in the Treasure Valley during the 2007-2011 time frame. Summerwind Partners, LLC was unaware of the need to have the permit assigned/conveyed to it during that time period; in fact, when economic conditions improved, Summerwind Partners, LLC contracted to have Valley Hydro operate the system as if it owned the permit, because it thought it did own it.

When the properties were conveyed to Summerwind Partner, LLC, they were conveyed without the permit. The permit cannot be conveyed via assignment now because the permit holder no longer exists as an entity (according to Idaho Secretary of State records, it appears to have been administratively dissolved as of 2009; its last annual report was filed with the Secretary of State in 2008).

Copies of the Trustee's Deeds, together with a copy of the relevant portions of the Covenants, Conditions and Restrictions establish that the permit should be reinstated in the name of Summerwind Partners, LLC. The CC&Rs state that the "Well Lot and all water rights . . . shall be owned by the Well Owner. The Well Owner is defined in the CC&Rs as L222-3 Summerwind, LLC. Because Summerwind Partners, LLC has succeeded L222-3 as the owner of the subdivision lots (and in particular because Summerwind Partners, LLC has been deeded the Well Lot - Lot 15, Block 1 via Trustee's Deed), and because it has operated the system for the

Shelley Keen
Dan Nelson
February 5, 2019
Page 4

subdivision since 2012, it should be listed as the owner of the license once it is issued.

We look forward to issuance of the license for water right no. 63-31884 in the name of Summerwind Partners, LLC. Should you have questions or concerns surrounding this matter, please direct them to this office.

Sincerely,


Charles L. Honsinger

cc: client

Exhibit A

CHARLES L. HONSINGER (#5240)
HONSINGER LAW, PLLC
P. O. Box 517
Boise, Idaho 83701
Telephone: (208) 863-6106
Facsimile: (208)908-6085
honsingerlaw@gmail.com

Attorneys for Petitioner

BEFORE THE IDAHO DEPARTMENT OF WATER RESOURCES

IN THE MATTER OF PETITION TO
REINSTATE PERMIT NO. 63-31884

AFFIDAVIT OF TOM MEHIEL

STATE OF IDAHO

COUNTY OF ADA

TOM MEHIEL, being first duly sworn upon his oath, deposes and says that:

1. I am the owner and operator of Valley Hydro, Inc., an Idaho corporation that manages and operates domestic water supply systems for subdivisions and communities throughout Ada, Canyon and Gem Counties in Idaho. I have owned and operated Valley Hydro, Inc. since 2000.

2. In September of 2006, John Tansey, the Project Manager with the Conger Group and Ryan Carnie with Lochsa Engineering contacted me to discuss the potential of Valley Hydro, Inc., engaging as the system operator for the (at that time) new Summerwind subdivision. We discussed system operations, monitoring requirements and costs; and I gave them a contract proposal for operations.

3. On Sept 15, 2007 Valley Hydro Inc. entered into its initial contract L222-3 ID Summerwind LLC – Union Land Co. and began its work operating and managing the subdivision's water system. A well station with 2 wells and both Phase 1 and 2 of the development were completed and fully operational at this time but not yet approved by Idaho Department of Environmental Quality. The well station is located in Phase 1 of the development.

4. During this period, Valley Hydro, Inc. worked to ensure that the pump station was ready for operation as the development's domestic water supply system.

5. On October 11, 2007, the Idaho Department of Environmental Quality inspected and assessed the domestic water supply system before official startup. DEQ approved the system at approximately that point in time.

6. After approval, Valley Hydro, Inc. operated the domestic water supply system, installed meters at three homes, and maintained the well station and all equipment associated with the system.

7. Unfortunately, Union Land Co. did not pay Valley Hydro, Inc. pursuant to its contract although we were in contact regarding the payment.

8. In January, 2008 Valley Hydro, Inc. received a letter from Union Land specifying that it was working on selling the project.

9. In July of 2008, Valley Hydro, Inc. received a letter from Barclays North that it and Union Land were ceasing operations. It was my understanding that this was due to the economic conditions in the housing market. Immediately thereafter, Valley Hydro, Inc. ceased its operations at Summerwind.

10. Between July, 2008 and 2011, Valley Hydro, Inc. received a few calls for miscellaneous issues related to the Summerwind domestic water supply system. I worked with a few different individuals to address the issues and ensure the continued operation of the system. The system continued operating to supply water to the subdivision but there did not seem to be anybody actually operating the system. I do not know who was paying the power bill during this time period, but I do know the power was turned off at least one time for non-payment.

11. In May 2011, Valley Hydro, Inc. began discussions about the domestic water supply system with Tim Deters of NAC Development and Bill Dyer w Integrated Financial Associates. Shortly afterwards, Valley Hydro, Inc. began monitoring the system on a quarterly basis so that the development's clubhouse could open.

12. In March 2012, Valley Hydro, Inc. signed a service contract with Integrated Financial Associates to operate the Summerwind domestic water supply system. Valley Hydro, Inc. began operating the system at that time, and has continued operating the system until the present date.

13. At all times from 2007 to the present, the domestic water supply system has been fully capable of supplying the water necessary for the subdivision at full buildout.

Further your affiant sayeth naught.



Tom Mehiel

STATE OF IDAHO)
)ss.
County of ADA)

On this 10th day of January, 2019, before me, the undersigned, a notary public in and for said state, personally appeared Tom Mehiel, known to me to be the individual that executed the foregoing affidavit, and acknowledged to me that he executed the same.

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

Charles Z. Honsinger
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 2/2/2023

Exhibit B



January 4, 2008

RE: OUTSTANDING UNPAID INVOICES

Union Land Company, LLC is the owner of one or more limited liability companies to whom you have provided goods or services. As a valued contributor to one or more of such entities, it is important to me that you hear directly from our organization about the challenges we currently face.

Many of our affiliated entities' real estate projects, despite past successes, have not been immune to the extremely challenging real estate market conditions. The biggest impact has been numerous national homebuilders in the last 12 months cancelling contracts to purchase over 1500 lots we financed and developed, primarily for national public homebuilders, many with your help. The most recent cancellation was on September 27, 2007 when our last national public homebuilder with whom we had a contract, notified us that they would not be closing the purchase of any of the projects they had under contract with Union Land Company.

As market conditions have further deteriorated, we find ourselves in a position where we cannot pay the past obligations we have incurred to vendors, and unfortunately, we cannot provide you a firm date on when or in what amount we can pay such past obligations.

What we can tell you is that we have pending Purchase and Sale Agreements on all 13 projects in the Union Land Portfolio. The pending closing date is March 31, 2008 with an out of state investment company, which has the strength to get this transaction closed, even in these market conditions. Our current focus is to get to the closing table to meet all of our respective obligations to lenders and vendors to best ensure our long-term viability.

Be assured that we will do all we can to keep you fully informed from this day forward. If, upon reading this letter, you have any specific questions as our intentions going forward, please contact Bob Larison at our office at (208) 938-8577 Monday through Friday from 10:30 A.M. to 11:30 A.M. or our attorney David Wishney at (208) 336-5955.

I look forward to continuing our relationship and doing business in the future long after these current conditions have become a thing of the past.

Best regards,

Kerry Angelos, on behalf of
Union Land Company, LLC affiliated
Limited liability entities

July 18, 2008

Valley Hydro
1904 East Beech Street
Caldwell, ID 83605

RE: Barclays North Inc. and its affiliated entities
NOTICE OF INTENT TO CEASE DAY TO DAY OPERATIONS

To Whom It May Concern:

Please accept this letter as our Notice that Barclays North, Inc. will cease its day to day operations on July 3, 2008. Additionally, Union Land Company, LLC will cease its day to day operations on July 18th, 2008.

At this time we do not intend to file a bankruptcy. However, we cannot offer any assurances that a bankruptcy will not be filed at some future date. It is and has been our stated goal and desire to reach an amicable resolution of payment of our debt. We have spent the past several months working with capital companies, regulated lenders, bridge lenders and buyers in an effort to secure funding. We presented numerous options to the various parties which would have provided the funding to pay off our debts. This effort has been only partially successful and in some cases, our obligations have been satisfied. Therefore, our only option is to cease day to day operations. In doing so, we will be closing Barclays North, Inc's office, however we will continue to manage our payables and do whatever we can to meet our obligations. If you need to contact Barclays North, Inc. or Union Land Company, LLC after the dates above, please use the following phone number (425) 334-4040 will be routed to a message service and will be checked regularly.

We wish to extend our most sincere apologies for this unfortunate situation. We have been a loyal customer for years and have worked tirelessly to reach a better outcome. The market challenges are and have been enormous. Though we put forth every effort to ensure that our debts were paid, we recognize that we have reached a point where there is no other option but to cease operations.

Thank you for your many years of service. Hopefully, we can work together again under better circumstances. Please accept my most humble apology for putting you in this precarious position.

Respectfully,



Patrick L. McCourt, on behalf of
Barclays North, Inc's affiliated limited liability entities

Exhibit C

2009004165

RECORDED

2009 JAN 29 PM 4 31

WILLIAM L. JONES
CANYON CITY RECORDER
BY JMA BrownREQUEST
TYPE *Deed*
ALLIANCE - NMPA
81.00

Trustee's Deed

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:

Attest:

State of Idaho

County of Ada

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.



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

REQUEST
TYPE Doc FEE 100
ALLIANCE-NAMPA



2009 FEB 17 PM 4 34
WILLIAM H. FURST
CANYON COUNTY RECORDER
BY D. MURPHY

RECORDED

2009012818

Trustee's Deed

ATF: 4990804603-06

Alliance Title & Escrow Corp., (herein called Trustee) as 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 18, 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.

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. 2007048606, 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. 2007065526, 2007065541 and 2007066074, 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. 2008032934, 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): 2008047435, 2008047436 and 2008047437, 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 \$ 30,000.00 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 Asst. Vice President and its corporate seal to be affixed by its Assistant Secretary this 9th day of March, 2009.



Alliance Title & Escrow Corp.

By: _____

Attest: _____

State of Idaho

County of Ada

} ss.

On this 9th day of March, 2009, before me, a Notary Public in and for said state, personally appeared Larry Floyd known to me to be the Asst. 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.



Notary Public for the State of Idaho
Residing at: Boise, ID
Commission Expires: 12/23/2014

REQUEST
TYPE Deed
87.00
ALLIANCE - NAMP



2009 JUN 29 PM 4 31
WILLIAM H. HURST
CANYON COUNTY RECORDER
BY Wm & Breen

RECORDED

20080307100
2009004166

Trustee's Deed

ATF: 4990804603-03

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 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.

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. 2007048603, 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. 2007065529, 2007065544 and 2007066077, 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. 2008032928, 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): 2008048643, 2008048644 and 2008048645, 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 \$ 800,000.00, 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

}
} ss.
}

County of Ada

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

2009004163

RECORDED

2009 JAN 29 PM 4 30

WILLIAM A. ROBERT
CANYON COUNTY RECORDER
BY *W.A. Brown*REQUEST
TYPE *Deed*
96.00
ALLIANCE - NAMPA

Trustee's Deed

ATF: 4990804603-06

Alliance Title & Escrow Corp., (herein called Trustee) as 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:

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, Block 4; Lot 9, Block 4; Lots 11-16, Block 4; and Lot 19, 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.

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. 2007048606, 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. 2007065526, 2007065541 and 2007066074, 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. 2008032934, 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): 2008047435, 2008047436 and 2008047437, 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 \$ 200,000.00, 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: Kurtis Funke

Attest: Bobbi Oldfield

State of Idaho

County of Ada

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.



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

2009004164

RECORDED

2009 JAN 29 PM 4 34

WILLIAM T. HIRST
CANYON CITY RECORDER
BY *W. A. B...*
ALLIANCE
TITLE & ESCROW CORP.

ALLIANCE - NAMPBA

REQUEST
TYPE *Doc*

93.00

Trustee's Deed

ATF: 4990804603-05

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:

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.

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. 2007048605, 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. 2007065527, 2007065542 and 2007066075, 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. 2008032932, 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): 2008047438, 2008047439 and 2008047440, 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 \$ 150,000.00, 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]

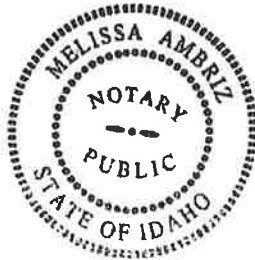
Attest: Bobbi Oldfield

State of Idaho

County of Ada

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

2009004168

RECORDED

2009 JAN 29 PM 4 31

WILLIAM L. HENST
CANYON CNTY RECORDER
BY Jna B. BrownREQUEST
TYPE Deed
82.00
ALLIANCE - NAMP

Trustee's Deed

ATF: 4990804603-01

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:

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 of Plats at Page 22, 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. 2007048601, 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. 2007065531, 2007065546 and 2007066079, 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. 2008032924, 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): 2008047443, 2008047444 and 2008047445, 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 two parcels, struck off to the Grantee, being the highest bidder therefore, the properties herein described, for the sum of \$700,000.00 as to Lots 49-51, 53-61, 63-65 and 67-68 in Block 1 and for the sum of \$300,000.00 as to Lot 66 in Block 1, 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: [Signature]

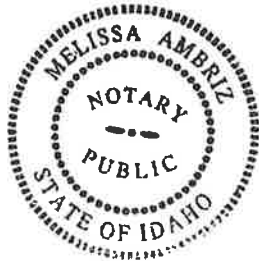
State of Idaho

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

REQUEST
TYPE *Local*
84.00

ALLIANCE - NAMP



Trustee's Deed

WILLIAM H. ROBERT
CANYON CNTY RECORDER
BY *Ma Brown*

2009 JUN 29 PM 4 31

RECORDED

20090629167

ATF: 4990804603-02

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 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 of Plats at Page 22, 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. 2007048602, 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. 2007065530, 2007065545 and 2007066078, 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. 2008032926, 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): 2008047441, 2008047447 and 2008047442, 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 \$ 650,000.00, 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

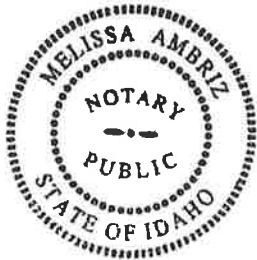
State of Idaho

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

Exhibit D

2007036106

RECORDED

2007 MAY 24 PM 4 19

WILLIAM H. HURST
CANYON CNTY RECORDER
RY *Jack. Drum*

TRANSACTION TITLE
REQUEST
TYPE *Resc* FEE *117.00*

**DECLARATION OF
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
SUMMERWIND AT ORCHARD HILLS
SUBDIVISION PHASE I AND PHASE II**

Dated MAY 22, 2007

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**DECLARATION OF
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
SUMMERWIND AT ORCHARD HILLS SUBDIVISION
PHASE I AND PHASE II**

THIS DECLARATION OF CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SUMMERWIND AT ORCHARD HILLS SUBDIVISION PHASE I AND PHASE II ("Declaration") made this 22~~ND~~ day of MAY, 2007 by 222-1 ID SummerWind, LLC, an Idaho limited liability company ("Grantor").

**ARTICLE I.
RECITALS**

A. The Grantor is the owner of certain land in Canyon County, Idaho, more particularly described as follows, together with all easements and rights appurtenant thereto or created herein (hereinafter "Property" or "Subdivision"):

All of SUMMERWIND AT ORCHARD HILLS SUBDIVISION PHASE I according to the official plat thereof filed in Book 39 of Plats at Pages 21 through -, records of Canyon County, Idaho, EXCEPT Lots 1, 15, 16, 17, 18, 39 and 40 in Block 1 and Lot 15 in Block 2 of said subdivision.

All of SUMMERWIND AT ORCHARD HILLS SUBDIVISION PHASE II according to the official plat thereof filed in Book 39 of Plats at Pages 22 through -, records of Canyon County, Idaho, EXCEPT Lots 41 and 66 in Block 1 and Lot 1 in Block 4 of said subdivision.

B. The Property shall consist of single family residential lots. The Plat includes additional Lots defined in Article III as "Golf Course" and "Well Lot" which are not included in, nor encumbered by, this Declaration, except as expressly set forth in Articles XI and XII.

C. The Grantor desires to subject the Property and each subdivided Phase to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes set forth in this Declaration to (i) ensure the enhancement and preservation of property values, (ii) provide for the proper design, development, improvement and use of the residential portion of the Property by the Grantor and all other persons or entities who may subsequently acquire an interest in the Property, and (iii) create a residential development on the Residential Property and the Patio Home Property.

D. The Golf Course is owned by L222-2 ID SummerWind, LLC, an Idaho limited liability company ("Golf Course Owner"). The Golf Course Owner shall, by its execution of this

Declaration, grant to the Owners and Association (as defined in Article III) certain rights and easements as set forth in Article XI hereof.

E. The Well Lot is owned by L222-3 ID SummerWind, LLC, an Idaho limited liability company ("Well Owner") and not the Grantor. The Well Owner shall, by its execution of this Declaration, grants to the Owners and Association certain rights and easements as set forth in Article XII hereof.

F. To achieve the objectives and desires of the Grantor, the Grantor will control the management and government of the Property and the Association (as defined in Article III) to be created until such time as the Owners take over the management functions of the Association at the time provided in this Declaration.

ARTICLE II. DECLARATION

The Grantor hereby declares that the Property, and each subdivided Lot (as herein defined), are and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following covenants, conditions, restrictions and limitations (hereafter collectively called restrictions"), all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, improvement and sale of the Subdivision and each Lot therein, and to enhance the value, desirability and attractiveness thereof. The covenants and conditions set forth herein shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Subdivision or any Lot therein; shall inure to the benefit of every Lot in the Subdivision and any interest therein; and shall inure to the benefit of and be binding upon each Owner; and may be enforced by the Grantor, the Association and by any Owner, as hereafter provided.

Notwithstanding the foregoing, no provision of this Declaration shall be construed or enforced to prevent or limit the Grantor's right to complete development of the Subdivision in accordance with the plan therefor as the same exists or may be modified from time to time by the Grantor, nor prevent normal construction activities during the construction of improvements upon any Lot in the Subdivision. No development or construction activities shall be deemed to constitute a nuisance or violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that the same are actively, efficiently and expeditiously pursued to completion.

So long as Grantor owns one Lot in the Subdivision, Grantor reserves the right to amend this Declaration in Grantor's sole discretion, without to vote of other Owners by an amendment in writing executed solely by Grantor and recorded in the real property records of Canyon County, Idaho.

In the event of a conflict between the provisions of this Declaration and the governmental entity (ies) having jurisdiction over the Property, the more restrictive shall control.

ARTICLE III. DEFINITIONS

As used in this Declaration, unless the context otherwise specifies or requires, the following words and phrases shall be defined as follows:

ACC: The Architectural Control Committee as described in Article VI hereof.

Association: SummerWind at Orchard Hills Homeowners Association, Inc., an Idaho non-profit corporation.

Board: The duly elected and qualified Board of Directors of the Association.

Building: A structure constructed on a Lot, including residential dwellings and accessory or outbuildings, and shall include all other appurtenances and improvements thereto or used in connection therewith.

Bylaws: The Bylaws of the Association, including any amendments thereto duly adopted.

Common Area: All real property within or outside of the Subdivision in which the Association owns an interest or controls and which is owned or controlled for the betterment of the Subdivision. Common Area shall not include the Golf Course or Well Lot except for the rights and easements thereto expressly granted to the Association in the Declaration.

Declaration: This instrument as it may be amended from time to time.

Development: The project to be undertaken by the Grantor resulting in the improvement of the Subdivision, including landscaping, amenities, construction of roadways, utility services and other improvements.

Dwelling: Any structure or portion thereof intended as residential use developed by Grantor to provide non-potable irrigation water to boundary line of each Lot.

Golf Course: Lots 1, 16, 17, 18, 39 and 40 in Block 1 and Lot 15 in Block 2 of SummerWind at Orchard Hills Subdivision Phase I and Lots 41 and 66 in Block 1 and Lot 1 in Block 4 of SummerWind at Orchard Hills Subdivision Phase II.

Golf Course Owner: L222-2 ID SummerWind, LLC, an Idaho limited liability company

Grantor: L222-1 ID SummerWind, LLC, an Idaho limited liability company.

Improvements: All structures and appurtenances thereto of all kinds and types located on a Lot, including but not limited to, Buildings, driveways, asphalt, sidewalks, walls, fences, screens, landscaping and lighting. Improvements shall not include improvements which are located wholly in the interior of a Building.

Irrigation System: The surface and subsurface irrigation delivery system.

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

materials, colors and aesthetic compatibility. Any or all of such rules and regulations may be amended from time to time by majority vote of the Architectural Control Committee. Failure of the Architectural Control Committee to adopt any such rules, regulations or guidelines shall not form a basis for an attack upon the exercise of the Architectural Control Committee's discretion, it being the intent of this Declaration to provide the Architectural Control Committee with as broad of discretion as reasonably permissible under the law.

SECTION 9.4. Fees. The Architectural Control Committee may establish, by majority vote, a fee schedule for an architectural review fee to be paid by each owner submitting plans and specifications for approval. No submission for approval will be considered complete until such fee has been paid. Any such fee shall not exceed such reasonable amount as may be required to reimburse the Architectural Control Committee for costs of professional review of plans and specifications submitted and the services of a consultant or to administer matters to their completion, including inspection as required.

SECTION 9.5. Variances. The Architectural Control Committee may authorize variances from compliance with any of the provisions of this Article VI, including the restrictions upon height, size, floor area or placement of structures or similar restrictions when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Any variances granted by the Architectural Control Committee must be evidenced in writing and must be signed by at least two members of the Architectural Control Committee and shall be effective upon recordation in the real property records of Canyon County, Idaho. No violation of covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to any matter for which a variance has been granted. Granting of any such variance shall not operate to waive any terms, covenants or conditions of this Declaration for any purpose except as to the particular Lot and the particular provision covered by such variance, nor shall such variance affect, in any way, the Owner's obligation to comply with all governmental laws, rules and regulations affecting such Owner's use of such Lot.

SECTION 9.6. Waiver. The approval of any plan or specifications for any building, structure, improvement or alteration or any other matter requiring the approval of the architectural control committee shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing or specification on matters subsequently submitted for approval.

ARTICLE X. PRESSURIZED IRRIGATION SYSTEM

SECTION 10.1. Private Irrigation System. The pressurized irrigation system within the Subdivision is private and serves as irrigation water-supply to Subdivision Lots.

SECTION 10.2. Grantor Duties. Grantor shall install or cause to be installed a pressurized irrigation system, that provides irrigation water to each Lot which shall be part of the irrigation system for the Golf Course as provided in Article XI hereof and which may be administered by an irrigation district.

SECTION 10.3. Association Duties. The Association will be responsible to own, operate, maintain and improve all portions of the irrigation system other than those portions which are the obligation of the Golf Course Owner as set forth in Article XI hereof.

SECTION 10.4. Owner Duties. Owners will:

- (a) Commonly use the pressurized irrigation system;
- (b) Share equally the costs incurred by the Association of owning, operating, maintaining, and improving the irrigation system, including water assessments and power costs;
- (c) To meet annually (this may be at the Association's annual meeting):
 - (1) To discuss and approve pressurized-irrigation system maintenance and improvements with a favorable vote of a majority of Lots, one vote per Lot that has no unpaid assessment, interest and collection costs;
 - (2) To estimate the costs of maintenance and improvements; and
 - (3) Pay the Association the estimated costs of maintenance and improvements. A reconciliation, if necessary, by the return or addition of funds to meet the actual costs of maintenance and improvements, may be made during the Association's next fiscal year or Owners' assessments, within thirty (30) days of completion of the maintenance and/or improvements, or otherwise as determined by Owners with a favorable vote of a majority of Lots, one vote per Lot that has no unpaid assessment, interest and collection costs.
- (d) Not unreasonably obstruct or damage any portion of the pressurized irrigation system. If damage occurs to the pressurized irrigation system by acts of one or more Owner, or the Owner's guest or agent, that Owner will be responsible for such damage, and, at his/her sole cost, and the Association will have the damages repaired or replaced no later than thirty (30) calendar days, or three (3) calendar days during irrigation season, after the event that caused the damage, weather permitting, and the Owner will reimburse the Association for repair and/or replacement expenses not later than thirty (30) days after the conclusion of the repair or replacement work.

ARTICLE XI.

GOLF COURSE AND GOLF COURSE IRRIGATION SYSTEM

SECTION 11.1. Acknowledgement and Release of Liability. ALL OWNERS AND OCCUPANTS OF ALL LOTS ACKNOWLEDGE THAT THE OWNERSHIP AND OCCUPANCY OF LOTS ADJACENT TO OR WITHIN THE VICINITY OF THE GOLF COURSE CREATE A CERTAIN RISK OF PROPERTY DAMAGE AND PERSONAL INJURY FROM GOLF BALLS ENTERING UPON THE LOT FROM THE GOLF COURSE. ALL OWNERS AND OCCUPANTS HAVE BEEN ADVISED TO CONSTRUCT OR INSTALL SUFFICIENT BARRIERS OR

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.

SECTION 12.5. Notice to Owners and Occupants. The water system for the Subdivision currently meets primary drinking water standards, however the water domestic water may have high concentrations of fluoride, hardness and manganese and the water may have taste or odors. As a result, Owners and occupants of the Subdivision are encouraged to consider in-home water treatment as a means to optimize the quality of the water including the following:

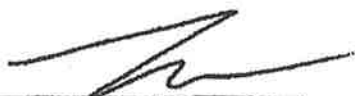
- The requirement for a redundancy for fire flow has been waived by the Wilder Rural Fire Protection District. The Wilder Rural Fire Protection District is the fire protection service provider and requires that one well provide a minimum of 500 gallons per minute of fire flow water.
- Initial samples of the drinking water supply wells indicate arsenic levels below the maximum levels allowed for water supplies. The levels of arsenic shall be continually monitored by the owner and operator of the drinking water supply wells. The owner and operator of the drinking water supply wells is responsible for upgrades to the system should monitoring samples indicate arsenic levels above the maximum allowed by law.
- This is an alert about your drinking water and a cosmetic dental problem that might affect children under nine years of age. At low levels, fluoride can help prevent cavities, but children drinking water containing more than 2 milligrams per liter (mg/l) of fluoride may develop cosmetic discoloration of their permanent teeth (dental fluorosis). The drinking water provided by your community water system [name] has a fluoride concentration of 2.11 mg/l. Dental fluorosis, in its moderate or severe forms, may result in a brown staining and/or pitting of the permanent teeth. This problem occurs only in developing teeth, before they erupt from the gums. Children under nine should be provided with alternative sources of drinking water or water that has been treated to remove the fluoride to avoid the possibility of staining and pitting of their permanent teeth. You may also want to contact your dentist about proper use by young children of fluoride-containing products. Older children and adults may safely drink the water. Drinking water containing more than 4 mg/L of fluoride (the U.S. Environmental Protection Agency's drinking water standard) can increase your risk of developing bone disease. Your drinking water does not contain more than 4 mg/l of fluoride, but we're required to notify you when we discover that the fluoride levels in your drinking water exceed 2 mg/l because of this cosmetic dental problem. For more information, please call [name of water system contact] of [name of community water system] at [phone number]. Some home water treatment units are also available to remove fluoride from drinking water. To learn more about available home water treatment units, you may call NSF International at 1-877-8-NSF-HELP.
- A point-of-use water treatment system can be considered at the kitchen sink to provide drinking water. The point-of-use system might be a reverse osmosis system that will remove fluoride and other contaminants from the water

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

STATE OF IDAHO)
) ss.
County of Ada)

On this 22nd day of May, 2007, before me, Kimberly Knight, a Notary Public in and for said State, personally appeared Kerry Angelos, known or identified to me to be a Authorized Member of Union Land Company, an Idaho limited liability company, known or identified to me to be a Member of L222-1 ID SummerWind, LLC, an Idaho limited liability company, and the Authorized Member or one of the Members who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that he/she executed the within instrument on behalf of said limited liability company, and that such limited liability company executed the same in said limited liability company's name.

S
E
A
L



Kimberly Knight
Notary Public for Idaho
My commission expires on 8/1/2012

STATE OF IDAHO)
) ss.
County of Ada)

On this 22nd day of May, 2007, before me, Kimberly Knight, a Notary Public in and for said State, personally appeared Kerry Angelos, known or identified to me to be a Authorized Member Union Land Company, LLC, an Idaho limited liability company, known or identified to me to be a Member of L222-2 ID SummerWind, LLC, an Idaho limited liability company, and the Authorized Member or one of the Members who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that he/she executed the within instrument on behalf of said limited liability company, and that such limited liability company executed the same in said limited liability company's name.

S
E
A
L



Kimberly Knight
Notary Public for Idaho
My commission expires on 8/1/2012

STATE OF IDAHO)

) ss.

County of Ada)

On this 22nd day of May, 2007, before me, Kimberly Knight, a Notary Public in and for said State, personally appeared Kerry Angeles, known or identified to me to be a Authorized Member of Union Land Company, an Idaho limited liability company, known or identified to me to be a Member of L222-1 ID SummerWind, LLC, an Idaho limited liability company, and the Authorized Member or one of the Members who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that he/she executed the within instrument on behalf of said limited liability company, and that such limited liability company executed the same in said limited liability company's name.

S
E
A
L



Kimberly Knight
Notary Public for Idaho
My commission expires on 8/1/2012

STATE OF IDAHO)

) ss.

County of Ada)

On this 22nd day of May, 2007, before me, Kimberly Knight, a Notary Public in and for said State, personally appeared Kerry Angeles, known or identified to me to be a Authorized Member Union Land Company, LLC, an Idaho limited liability company, known or identified to me to be a Member of L222-2 ID SummerWind, LLC, an Idaho limited liability company, and the Authorized Member or one of the Members who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that he/she executed the within instrument on behalf of said limited liability company, and that such limited liability company executed the same in said limited liability company's name.

S
E
A
L

Notary Public for Idaho
My commission expires on _____

[illegible][illegible][illegible]

Robert B. Parker
Special Agent in Charge

ACCEPTED AND FORWARDED THIS 12 DAY OF JANUARY, 2023.

Paula

LINE	LENGTH	REVISION
1.1	70.00	REVISION 1
1.2	80.00	REVISION 2
1.3	80.84	REVISION 3
1.4	64.00	REVISION 4
1.5	71.81	REVISION 5
1.6	83.83	REVISION 6
1.7	30.80	REVISION 7
1.8	155.60	REVISION 8
1.9	70.00	REVISION 9
1.10	104.18	REVISION 10
1.11	30.80	REVISION 11
1.12	34.75	REVISION 12
1.13	72.85	REVISION 13
1.14	123.88	REVISION 14
1.15	86.44	REVISION 15
1.16	131.54	REVISION 16
1.17	74.85	REVISION 17
1.18	104.49	REVISION 18
1.19	74.84	REVISION 19
1.20	85.75	REVISION 20
1.21	66.75	REVISION 21

CHRYSLER	RADES	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	118.65	222°13'	64.43	582°02'40"	91.25
C2	124.26	222°17'	12.58	582°03'55"	41.32
C3	127.28	222°17'	55.18	582°03'55"	58.74
C4	212.00	222°17'	525.34	582°03'55"	108.18
C5	153.50	222°17'	77.04	582°03'55"	78.11
C6	128.00	222°17'	84.47	582°03'55"	74.63
C7	153.50	222°17'	152.86	582°03'55"	120.74
C8	258.00	222°17'	94.72	582°03'55"	124.46
C9	258.00	222°17'	2.24	582°03'55"	27.22
C10	258.00	222°17'	130.26	582°03'55"	128.77
C11	78.00	222°17'	33.65	582°03'55"	52.33
C12	124.26	222°17'	59.27	582°03'55"	74.63
C13	124.26	222°17'	84.47	582°03'55"	74.63
C14	124.26	222°17'	43.71	582°03'55"	44.55

1. LINES 48 AND 60 OF BLOCK 1 AND LINES 17-20 OF BLOCK 6 ARE IDENTICAL TO COLUMBIA AREA LOTS 1-10-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-103

A. OTHER SUPPLY SHALL BE THROUGH SEVERAL LOT
B. WATER SUPPLY SHALL BE THROUGH A COMPANY
C. WATER SUPPLY SHALL BE THROUGH A COMPANY
D. WATER SUPPLY SHALL BE THROUGH A COMPANY

LEONARD JAMES ADAMANT, L.L.M.
TAMM E. BROWN (CARTER) OWNER, SUITE D
4000 11th AVE. N.E.
SEASIDE, CALIF. 92134

**701 S. STAGG STREET
8012, CHANDLER**

POLICE CHIEF AND DEPT. CHIEF (CHS) JES-9431

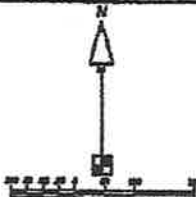
PREPARATION DATE: AUGUST 2, 2006

LIST OF PERSONNEL ASSIGNED TO THIS CASE:

SINCOO SHOT I

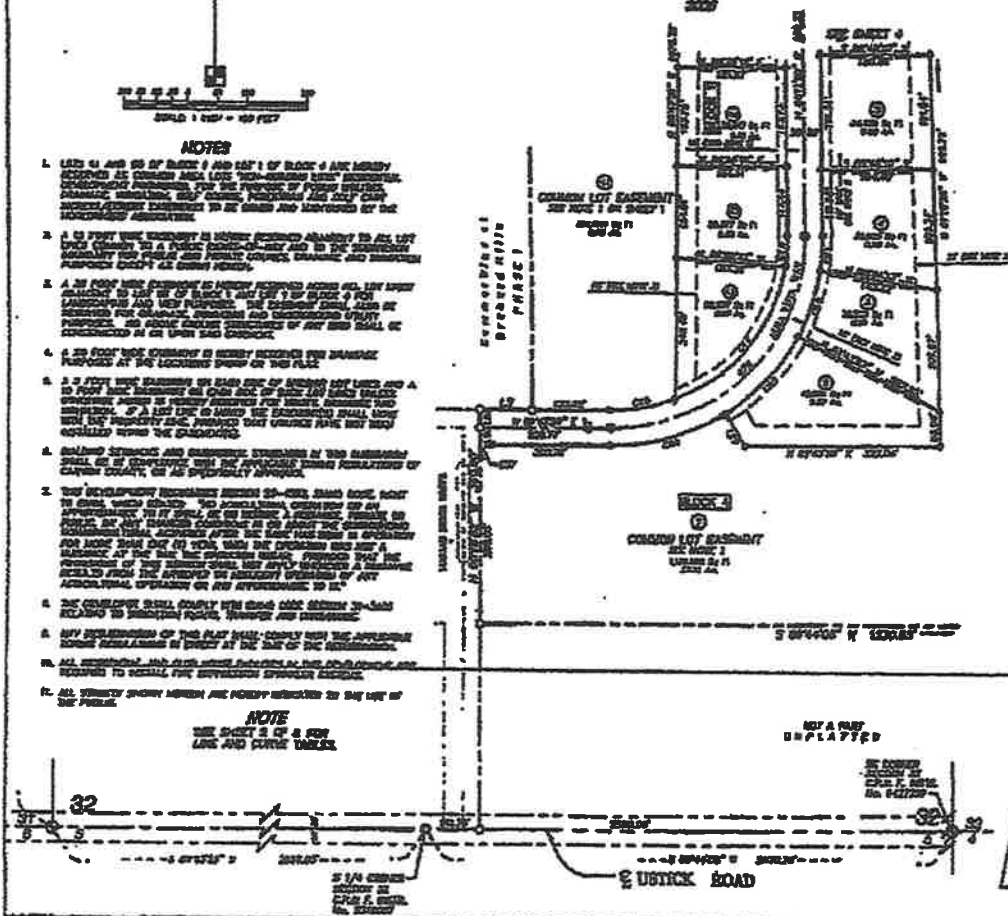
BOOK 1 PAGE 22

SITUATED WITHIN A PORTION OF THE SOUTH AIR OF BENTON CO
TOWNSHIP 4 NORTH RANGE 4 WEST, 3RD SEC 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839,

**NOTES**

1. ALL LAND OF OR BLOCK 4 AND PART OF BLOCK 4 AND BLOCK 4 ARE HEREBY
ACQUIRED AS COMMON LAND FOR THE COMMON BENEFIT OF THE
INDIGENOUS PEOPLES, FOR THE PURPOSE OF FISHING, TRADING,
CRAFTS, AND OTHER ACTIVITIES. THE LAND SHALL BE
MAINTAINED IN A STATE OF NATURAL PRESERVATION AND
SHALL BE USED FOR THE BENEFIT OF THE INDIGENOUS
PEOPLES ONLY.
2. A 10 FOOT WIDE STRIP OF LAND IS HEREBY SET ASIDE FOR THE
PURPOSE OF FISHING, TRADING, CRAFTS, AND OTHER
ACTIVITIES. THE LAND SHALL BE MAINTAINED IN A STATE
OF NATURAL PRESERVATION AND SHALL BE USED FOR THE
BENEFIT OF THE INDIGENOUS PEOPLES ONLY.
3. A 10 FOOT WIDE STRIP OF LAND IS HEREBY SET ASIDE FOR THE
PURPOSE OF FISHING, TRADING, CRAFTS, AND OTHER
ACTIVITIES. THE LAND SHALL BE MAINTAINED IN A STATE
OF NATURAL PRESERVATION AND SHALL BE USED FOR THE
BENEFIT OF THE INDIGENOUS PEOPLES ONLY.
4. A 10 FOOT WIDE STRIP OF LAND IS HEREBY SET ASIDE FOR THE
PURPOSE OF FISHING, TRADING, CRAFTS, AND OTHER
ACTIVITIES. THE LAND SHALL BE MAINTAINED IN A STATE
OF NATURAL PRESERVATION AND SHALL BE USED FOR THE
BENEFIT OF THE INDIGENOUS PEOPLES ONLY.
5. A 10 FOOT WIDE STRIP OF LAND IS HEREBY SET ASIDE FOR THE
PURPOSE OF FISHING, TRADING, CRAFTS, AND OTHER
ACTIVITIES. THE LAND SHALL BE MAINTAINED IN A STATE
OF NATURAL PRESERVATION AND SHALL BE USED FOR THE
BENEFIT OF THE INDIGENOUS PEOPLES ONLY.
6. A 10 FOOT WIDE STRIP OF LAND IS HEREBY SET ASIDE FOR THE
PURPOSE OF FISHING, TRADING, CRAFTS, AND OTHER
ACTIVITIES. THE LAND SHALL BE MAINTAINED IN A STATE
OF NATURAL PRESERVATION AND SHALL BE USED FOR THE
BENEFIT OF THE INDIGENOUS PEOPLES ONLY.
7. A 10 FOOT WIDE STRIP OF LAND IS HEREBY SET ASIDE FOR THE
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OF NATURAL PRESERVATION AND SHALL BE USED FOR THE
BENEFIT OF THE INDIGENOUS PEOPLES ONLY.
8. A 10 FOOT WIDE STRIP OF LAND IS HEREBY SET ASIDE FOR THE
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ACTIVITIES. THE LAND SHALL BE MAINTAINED IN A STATE
OF NATURAL PRESERVATION AND SHALL BE USED FOR THE
BENEFIT OF THE INDIGENOUS PEOPLES ONLY.
9. A 10 FOOT WIDE STRIP OF LAND IS HEREBY SET ASIDE FOR THE
PURPOSE OF FISHING, TRADING, CRAFTS, AND OTHER
ACTIVITIES. THE LAND SHALL BE MAINTAINED IN A STATE
OF NATURAL PRESERVATION AND SHALL BE USED FOR THE
BENEFIT OF THE INDIGENOUS PEOPLES ONLY.
10. A 10 FOOT WIDE STRIP OF LAND IS HEREBY SET ASIDE FOR THE
PURPOSE OF FISHING, TRADING, CRAFTS, AND OTHER
ACTIVITIES. THE LAND SHALL BE MAINTAINED IN A STATE
OF NATURAL PRESERVATION AND SHALL BE USED FOR THE
BENEFIT OF THE INDIGENOUS PEOPLES ONLY.

NOTE
THIS SHEET IS OF
LINE AND CURVE



NOT A PART OF CLASSE

DR. DONALD
 JACOBSON, JR.
 CLIN. F. RES.
 U.S. 6-517209

USTRICK ROAD

OWNER / DEVELOPER

150 E. 10th St. N. W. Wash. D. C.

**ENGERTSON LAND SURVEYS, INC.**

2000 2000 2000
 2000 2000 2000
 2000 2000 2000
 2000 2000 2000

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 11-14-2013 BY 60322 UCBAW

SITUATED WITHIN A PORTION OF THE SOUTH 1/2 OF SECTION 32
TOWNSHIP 6 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CANYON COUNTY, IDAHO

BASIS OF BEARING

- E BOSTON ROAD

E TUCKER
ROAD

Summary of Grand Jury
PAGE 1

NOTE
SEE SHEET 2 OF 7 FOR
LINE AND CURVE DATA

NOV 27 1994

4. LOT 1 AND LOT 2 OF BLOCK 1 AND LOT 1 OF BLOCK 2 ARE HEREBY RETURNED AS DONOR'S LAND TO THE WISCONSIN LAND TRUST, INCORPORATED, FOR THE PURPOSE OF PROTECTING AND PRESERVING THE NATURAL, SCIENTIFIC, EDUCATIONAL, AND RECREATIONAL VALUES OF THE LANDS AND FOR THE BENEFIT OF THE PEOPLE OF THE STATE OF WISCONSIN.
5. AS TO THE LANDS HEREIN BY DEED RETURNED WHOLLY TO ANY LOT NOT CONVEYED TO A PUBLIC BODY OF ANY AND TO THE UNINCORPORATED WISCONSIN LAND TRUST FOR PUBLIC AND PRIVATE RECREATION, EDUCATION AND RECREATION AND FOR THE BENEFIT OF THE PEOPLE OF THE STATE OF WISCONSIN.
6. AS TO THE LAND HEREIN BY DEED RETURNED WHOLLY ALL THE LAND IN LOT 1 OF BLOCK 1 AND LOT 1 OF BLOCK 2 OF SECTION 36 AND SECTION 37 AND SECTION 38 AND SECTION 39 AND SECTION 40 AND SECTION 41 AND SECTION 42 AND SECTION 43 AND SECTION 44 AND SECTION 45 AND SECTION 46 AND SECTION 47 AND SECTION 48 AND SECTION 49 AND SECTION 50 AND SECTION 51 AND SECTION 52 AND SECTION 53 AND SECTION 54 AND SECTION 55 AND SECTION 56 AND SECTION 57 AND SECTION 58 AND SECTION 59 AND SECTION 60 AND SECTION 61 AND SECTION 62 AND SECTION 63 AND SECTION 64 AND SECTION 65 AND SECTION 66 AND SECTION 67 AND SECTION 68 AND SECTION 69 AND SECTION 70 AND SECTION 71 AND SECTION 72 AND SECTION 73 AND SECTION 74 AND SECTION 75 AND SECTION 76 AND SECTION 77 AND SECTION 78 AND SECTION 79 AND SECTION 80 AND SECTION 81 AND SECTION 82 AND SECTION 83 AND SECTION 84 AND SECTION 85 AND SECTION 86 AND SECTION 87 AND SECTION 88 AND SECTION 89 AND SECTION 90 AND SECTION 91 AND SECTION 92 AND SECTION 93 AND SECTION 94 AND SECTION 95 AND SECTION 96 AND SECTION 97 AND SECTION 98 AND SECTION 99 AND SECTION 100 AND SECTION 101 AND SECTION 102 AND SECTION 103 AND SECTION 104 AND SECTION 105 AND SECTION 106 AND SECTION 107 AND SECTION 108 AND SECTION 109 AND SECTION 110 AND SECTION 111 AND SECTION 112 AND SECTION 113 AND SECTION 114 AND SECTION 115 AND SECTION 116 AND SECTION 117 AND SECTION 118 AND SECTION 119 AND SECTION 120 AND SECTION 121 AND SECTION 122 AND SECTION 123 AND SECTION 124 AND SECTION 125 AND SECTION 126 AND SECTION 127 AND SECTION 128 AND SECTION 129 AND SECTION 130 AND SECTION 131 AND SECTION 132 AND SECTION 133 AND SECTION 134 AND SECTION 135 AND SECTION 136 AND SECTION 137 AND SECTION 138 AND SECTION 139 AND SECTION 140 AND SECTION 141 AND SECTION 142 AND SECTION 143 AND SECTION 144 AND SECTION 145 AND SECTION 146 AND SECTION 147 AND SECTION 148 AND SECTION 149 AND SECTION 150 AND SECTION 151 AND SECTION 152 AND SECTION 153 AND SECTION 154 AND SECTION 155 AND SECTION 156 AND SECTION 157 AND SECTION 158 AND SECTION 159 AND SECTION 160 AND SECTION 161 AND SECTION 162 AND SECTION 163 AND SECTION 164 AND SECTION 165 AND SECTION 166 AND SECTION 167 AND SECTION 168 AND SECTION 169 AND SECTION 170 AND SECTION 171 AND SECTION 172 AND SECTION 173 AND SECTION 174 AND SECTION 175 AND SECTION 176 AND SECTION 177 AND SECTION 178 AND SECTION 179 AND SECTION 180 AND SECTION 181 AND SECTION 182 AND SECTION 183 AND SECTION 184 AND SECTION 185 AND SECTION 186 AND SECTION 187 AND SECTION 188 AND SECTION 189 AND SECTION 190 AND SECTION 191 AND SECTION 192 AND SECTION 193 AND SECTION 194 AND SECTION 195 AND SECTION 196 AND SECTION 197 AND SECTION 198 AND SECTION 199 AND SECTION 200 AND SECTION 201 AND SECTION 202 AND SECTION 203 AND SECTION 204 AND SECTION 205 AND SECTION 206 AND SECTION 207 AND SECTION 208 AND SECTION 209 AND SECTION 210 AND SECTION 211 AND SECTION 212 AND SECTION 213 AND SECTION 214 AND SECTION 215 AND SECTION 216 AND SECTION 217 AND SECTION 218 AND SECTION 219 AND SECTION 220 AND SECTION 221 AND SECTION 222 AND SECTION 223 AND SECTION 224 AND SECTION 225 AND SECTION 226 AND SECTION 227 AND SECTION 228 AND SECTION 229 AND SECTION 230 AND SECTION 231 AND SECTION 232 AND SECTION 233 AND SECTION 234 AND SECTION 235 AND SECTION 236 AND SECTION 237 AND SECTION 238 AND SECTION 239 AND SECTION 240 AND SECTION 241 AND SECTION 242</

OWNER / DEVELOPER
JOHN L. AND ANNE M. L.L.
1010 E. ROCK CREEK BLVD. SUITE 100
DALLAS, TEXAS 75201
(214) 342-0377



ENGELBARTSON LIND SURVEY, INC.

800-8-PLANS
 800-8-PLANS
 800-8-PLANS

RECEIVED: 1991 JAN 15

SECRET

64-37

SummerWind at Orchard Hills
SUBDIVISION PHASE I
SITUATED WITHIN A PORTION OF THE SOUTH 1/4 OF SECTION 36
TOWNSHIP 4 NORTH, RANGE 4 WEST, BOISE MERIDIAN
CANYON COUNTY, IDAHO
2008

NOTES

1. LOTS 11 AND 12 OF BLOCK 1 AND LOT 1 OF BLOCK 2 ARE HEREBY RESERVED FOR THE USE OF THE BOISE NATIONAL FOREST. DEVELOPMENT PROHIBITED FOR THE PURPOSE OF PUBLIC HIGHWAYS, AIRWAYS, AIRPORTS, CANALS, DRAINAGE, AND ALL OTHER UTILITIES EXCEPT AS BEING AUTHORIZED BY THE FOREST SERVICE.
2. A 10 FOOT WIDE EASEMENT IS HEREBY RESERVED ADJACENT TO ALL LOT LINES ADJACENT TO A PUBLIC HIGHWAY, AIRWAY AND TO THE SUBDIVISION BOUNDARY FOR PUBLIC AND PRIVATE UTILITIES, DRAINAGE AND EASEMENTS EXCEPT AS SHOWN HEREON.
3. A 30 FOOT WIDE EASEMENT IS HEREBY RESERVED ALONG ALL LOT LINES ADJACENT TO LOT 11 OF BLOCK 1 AND LOT 1 OF BLOCK 2 FOR LANDSCAPING AND NEW POPOLES. THE EASEMENT SHALL ALSO BE RESERVED FOR DRAINAGE, IRRIGATION AND SUBSEQUENT UTILITY PLACEMENT. NO ABOVE GROUND STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED IN THE LOT AND EASEMENT.
4. A 30 FOOT WIDE EASEMENT IS HEREBY RESERVED FOR DRAINAGE EASEMENTS AT THE LOCATIONS SHOWN ON THIS PLAN.
5. A 5 FOOT WIDE EASEMENT ON EACH SIDE OF HIGHWAY 101 (I-15) AND 10 FOOT WIDE EASEMENT ON EACH SIDE OF HIGHWAY 102 (I-20) SHALL BE RESERVED FOR DRAINAGE, IRRIGATION AND SUBSEQUENT UTILITY PLACEMENT. NO ABOVE GROUND STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED WITHIN THE EASEMENT.
6. BUILDING HEIGHTS AND STRUCTURAL CHANGES IN THE SUBDIVISION SHALL BE IN ACCORDANCE WITH THE BOISE NATIONAL FOREST SERVICE POLICY ON AGRICULTURAL OPERATIONS.
7. THE DEVELOPMENT HEREBY RESERVES THE RIGHT TO GRANT EASEMENTS TO FARM, RANCH ETC. TO AGRICULTURAL OPERATIONS OR AN APPROPRIATE TO IT SHALL BE IN ACCORDANCE WITH THE BOISE NATIONAL FOREST SERVICE POLICY ON AGRICULTURAL OPERATIONS. THE RIGHT TO GRANT EASEMENTS SHALL BE IN ACCORDANCE WITH THE BOISE NATIONAL FOREST SERVICE POLICY ON AGRICULTURAL OPERATIONS.
8. THE DEVELOPMENT SHALL COMPLY WITH THE BOISE NATIONAL FOREST SERVICE POLICY ON AGRICULTURAL OPERATIONS.
9. ANY MODIFICATION OF THIS PLAN SHALL COMPLY WITH THE APPROPRIATE BOISE NATIONAL FOREST SERVICE POLICY ON AGRICULTURAL OPERATIONS.
10. ALL RESIDENTIAL AND RURAL HOME PLACEMENTS IN THIS DEVELOPMENT ARE SUBJECT TO THE BOISE NATIONAL FOREST SERVICE POLICY ON AGRICULTURAL OPERATIONS.
11. ALL UTILITIES SHALL BE IN ACCORDANCE WITH THE BOISE NATIONAL FOREST SERVICE POLICY ON AGRICULTURAL OPERATIONS.

OWNER / DEVELOPER
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BOISE, IDAHO 83702
(208) 333-0000

ENGINEER
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DATE: AUGUST 6, 2008

UNION LAID COMPANY, LLC
2009 E. 3RD AVE. CHICAGO, ILL. 60608
CALL: 773-327-1111

200 E. MAIN STREET
SUITE 1000
PHOENIX (602) 254-0017 FAX (602) 254-0017

ISSUANCE DATE: AUGUST 4, 2004

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