

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 22 2016

WATER RESOURCES  
WESTERN REGION

## Notice of Change in Water Right Ownership

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

| Water Right/Claim No. | Split?                       | Leased to Water Supply Bank? | Water Right/Claim No. | Split?                       | Leased to Water Supply Bank? |
|-----------------------|------------------------------|------------------------------|-----------------------|------------------------------|------------------------------|
| 63-22807              | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 63-22809              | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |

2. Previous Owner's Name: JOE A SCHWILLING  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): STAR CLINIC LLC  
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 199 N CAPITAL BLVD SUITE 300 BOISE ID 83702  
Mailing address City State ZIP
- 208-331-0110 wayne@retailwest.com  
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 9/10/2015

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

7. This form must be signed and submitted with the following **REQUIRED** items:

- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☒ Filing fee (see instructions for further explanation):
- ☐ \$25 per undivided water right.
  - ☐ \$100 per split water right.
  - ☐ No fee is required for pending adjudication claims.

SUPPORT DATA

IN FILE #

63-22807

- ☒ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☒ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] MANAGER 3/14/16  
Signature of new owner/claimant Title, if applicable Date
- Signature: \_\_\_\_\_  
Signature of new owner/claimant Title, if applicable Date

## For IDWR Office Use Only:

Received by [Signature] Date 3/21/16 Receipt No. W043991 Receipt Amt. \$50<sup>00</sup>

Active in the Water Supply Bank? Yes ☐ No ☒ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☒

Name on W-9 [Signature] Approved by [Signature] Processed by [Signature] Date 4/13/16



SESW

8

04N01W

NENW

17

|                                         |                     |
|-----------------------------------------|---------------------|
| ADA COUNTY RECORDER Christopher D. Rich | 2015-084032         |
| BOISE IDAHO Pgs=7 VICTORIA BAILEY       | 09/10/2015 02:34 PM |
| FIRST AMERICAN TITLE AND ESCROW COMPANY | \$28.00             |

When Recorded Return to

Star Clinic, LLC  
199 North Capitol Boulevard, Suite 300  
Boise, ID 83702

ELECTRONICALLY RECORDED - DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT.

2483796

### SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, Star City Development, LLC, an Idaho limited liability company ("Grantor"), hereby grants, unto Star Clinic, LLC, an Idaho limited liability company, whose current address is 199 North Capitol Boulevard, Suite 300, Boise, Idaho 83702 ("Grantee"), that certain real property located in Ada County, Idaho, as more particularly described in Exhibit A attached hereto and made a part by reference together with all improvements, easements, hereditaments, rights and appurtenances thereto, and all tenements, reversions, remainders, rights-of-way and water rights in anywise appertaining to the property herein described (collectively, the "Property").

TO HAVE AND TO HOLD the Property unto Grantee, its successors, heirs and assigns, forever.

SUBJECT TO the following: (a) real property taxes and assessments, which are not yet due and payable and (b) the encumbrances, easements, restrictions and matters set forth on Exhibit B attached hereto and incorporated herein (collectively the "Permitted Exceptions").

Grantor will warrant and defend title to the Property to Grantee and its successors and assigns against Grantor's own acts and none other, subject to the Permitted Exceptions.

[end of text]

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TO HAVE AND TO HOLD the Property unto Grantee, its successors, heirs and assigns, forever.

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[end of text]

IN WITNESS WHEREOF, Grantor has caused its name to be hereunto subscribed  
on the 10 day of September, 2015.

GRANTOR:

Star City Development, LLC  
an Idaho limited liability company

By:

  
Todd Mikles, Manager

*Attach appropriate California Notary*

*See Attached*

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

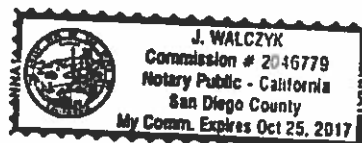
State of California  
County of San Diego

On 9/9/15 before me, J. Walczyk, Notary Public  
(Insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature] (Seal)

**EXHIBIT A**  
**Legal Description**

**PARCEL A:**

**BEGINNING AT A POINT SIXTY (60) RODS WEST OF THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 WEST, B. M.; THENCE WEST TEN (10) RODS; THENCE SOUTH FIFTEEN AND 07/100 (15.07) RODS; THENCE EAST TEN (10) RODS; THENCE NORTH FIFTEEN AND 07/100 (15.07) RODS, TO THE PLACE OF BEGINNING.**

**PARCEL B:**

**THE FOLLOWING DESCRIBES A PARCEL OF REAL PROPERTY LYING IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT A BRASS CAP MARKING THE NORTH QUARTER CORNER OF SAID SECTION 17; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID SECTION 17,**

**NORTH 89°04'56" WEST, 665.74 FEET TO A POINT; THENCE LEAVING SAID NORTHERLY BOUNDARY,**

**SOUTH 00°46'39" WEST, 75.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 44, SAID POINT ALSO MARKING THE INITIAL POINT OF STARLIGHT MEADOWS SUBDIVISION NO. 1, AS FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER; THENCE CONTINUING**

**SOUTH 00°46'39" WEST, 238.89 FEET TO THE NORTHEAST CORNER OF THE SECOND PARCEL DESCRIBED IN PERSONAL REPRESENTATIVE'S DEED FILED AS INSTRUMENT NO. 105137863, ADA COUNTY RECORDS, ALSO MARKING THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN BARGAIN AND SALE DEED AS INSTRUMENT NO. 8676113; THENCE CONTINUING**

**SOUTH 00°46'39" WEST, 4.00 FEET TO A POINT IN THE BOUNDARY OF SAID STARLIGHT MEADOWS SUBDIVISION NO. 1, ALSO BEING THE SOUTHEAST CORNER OF SAID SECOND PARCEL DESCRIBED IN PERSONAL REPRESENTATIVE'S DEED; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF BLOCK 2 OF SAID STARLIGHT MEADOWS SUBDIVISION NO. 1, ALSO BEING THE SOUTHERLY LINE OF SAID SECOND PARCEL IN PERSONAL REPRESENTATIVE'S DEED,**

**NORTH 89°04'15" WEST, 495.76 FEET TO POINT MARKING THE NORTHWEST CORNER OF SAID STARLIGHT MEADOWS SUBDIVISION NO. 1; THENCE ALONG THE EASTERLY BOUNDARY OF WARRANTY DEED, AS INSTRUMENT NO. 101099053,**

**NORTH 00°34'21" EAST, 4.00 FEET (FORMERLY NORTH 00°34'15" EAST PER SAID WARRANTY DEED AND FORMERLY NORTH 00°34'58" EAST, PER SAID SECOND PARCEL IN THE PERSONAL REPRESENTATIVE'S DEED) TO THE NORTHWEST CORNER OF SAID SECOND PARCEL IN PERSONAL REPRESENTATIVE'S DEED, THE POINT OF BEGINNING; THENCE CONTINUING**

**NORTH 00°34'21" EAST, 65.34 FEET FORMERLY NORTH 00°34'21" EAST PER SAID**

WARRANTY DEED AS INSTRUMENT NO. 101099053) TO THE SOUTHWEST CORNER OF THE FIRST PARCEL DESCRIBED IN SAID PERSONAL REPRESENTATIVE'S DEED; THENCE LEAVING SAID EASTERLY BOUNDARY, ALONG THE SOUTHERLY BOUNDARY OF SAID FIRST PARCEL IN PERSONAL REPRESENTATIVE'S DEED, PARALLEL WITH THE NORTHERLY BOUDARY LINE OF SAID SECTION 17,

SOUTH 89°05'02" EAST, 166.21 FEET (FORMERLY EAST 10 RODS PER SAID FIRS PARCEL IN PERSONAL REPRESENTATIVE'S DEED) TO THE WESTERLY BOUNARY OF THAT CERTAIN PARCEL DESCRIBED IN WARRANTY DEED AS INSTRUMENT NO. 105137867, RECORDS OF ADA COUNTY, IDAHO, ALSO BEING THE SOUTHEAST CORNER OF SAID FIRST PARCEL IN PERSONAL REPRESENTATIVE'S DEED; THENCE LEAVING SAID SOUTHERLY BOUNDARY OF SAID FIRST PARCEL IN PERSONAL REPRESENTATIVE'S DEED, ALONG THE WESTERLY BOUNDARY OF WARRANTY DEED AS INSTRUMENT NO. 105137867, PARALLEL WITH THE WESTERLY BOUNDARY OF LOT 1 OF SAID BLOCK 2 OF SAID STARLIGHT MEADOW'S SUBDIVISION NO. 1, SOUTH 00°49'36" WEST, 65.37 FEET, (FORMERLY SOUTH 00°11'07" EAST PER SAID WARRANTY DEED AS INTRUMENT NO. 105137867) TO THE NORTHERLY LINE OF SAID SECOND PARCEL IN THE PERSONAL REPRESENTATIVE'S DEED; THENCE ALONG SAID NORTHERLY LINE OF THE SECOND PARCEL IN THE PERSONAL REPRESENTATIVE'S DEED, PARALLEL WITH SAID NORTHERLY BOUNDARY LINE OF BLOCK 2 OF STARLIGHT MEADOW'S SUBDIVISION NO. 1, NORTH 89°04'15" WEST, 165.92 FEET TO THE POINT OF BEGINNING.

**PARCEL C:**

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER NORTHWEST QUARTER SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MARKING THE NORTH QUARTER CORNER OF SAID SECTION 17, 4N., R1W., 8.M., ADA COUNTY, IDAHO; THENCE N.89°04'56"W. 665.74 FEET ALONG THE NORTH LINE OF THE SAID NE1/4 NW1/4 OF SECTION 17 AND STATE HIGHWAY 44 TO A 5/8" IRON PIN;

THENCE

S.0°46'39"W. 75.18 FEET TO A 5/8" IRON PIN SET INSIDE A 2" DIAMETER IRON PIPE ON THE SOUTHERLY RIGHT-OF-WAY OF SAID STATE HIGHWAY 44, SAID POINT MARKING THE INITIAL POINT OF STARLIGHT MEADOWS SUBDIVISION NO. 1, AS FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, THENCE CONTINUING

S.0°46'39"W. 238.89 FEET (FORMERLY 238.86 FEET) TO A POINT MARKING THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED UNDER INSTRUMENT NO. 8676113, AND ALSO MARKING AN ANGLE POINT IN THE BOUNDARY OF THAT CERTAIN PARCEL DESCRIBED UNDER INSTRUMENT NO. 94101865, RECORDS OF ADA COUNTY, IDAHO, SAID POINT BEING THE REAL POINT OF BEGINNING; THENCE CONTINUING

S.0°46'39"W 4.00 FEET TO A 5/8" IRON PIN MARKING AN ANGLE POINT IN THE BOUNDARY OF SAID STARLIGHT MEADOWS SUBDIVISION NO. 1; THENCE N.89°04'15"W. 495.76 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID STARLIGHT MEADOWS SUBDIVISION NO. 1 TO A 5/8" PIN MARKING THE NORTHWEST CORNER OF SAID STARLIGHT MEADOWS SUBDIVISION NO. 1; THENCE N.0°34'58"E. 4.00 FEET TO A 1/2" IRON PIN MAKING THE NORTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED UNDER INSTRUMENT NO. 94101865, RECORDS OF ADA COUNTY, IDAHO; THENCE

S.89°04'15"E. 495.78 FEET TO THE POINT OF BEGINNING.

EXCEPT: THAT PORTION OF THE ABOVE DESCRIBED PARCEL LYING EAST OF THE EXTENDED WESTERLY BOUNDARY LINE OF THAT CERTAIN PARCEL DESCRIBED UNDER INSTRUMENT NO. 8676113, RECORDS OF ADA COUNTY, IDAHO.

**PARCEL D:**

**A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 17; THENCE WEST A DISTANCE OF 665.76 FEET; THENCE SOUTH 0°11'07" EAST A DISTANCE OF 75.00 FEET TO THE REAL POINT OF BEGINNING; THENCE SOUTH 0°11'07" EAST A DISTANCE OF 238.86 FEET; THENCE SOUTH 89°39'45" WEST A DISTANCE OF 329.68 FEET; THENCE NORTH 0°11'07" WEST A DISTANCE OF 240.80 FEET; THENCE EAST ALONG THE SOUTH RIGHT OF WAY OF HIGHWAY 44 A DISTANCE OF 329.68 FEET TO THE REAL POINT OF BEGINNING.**

**EXHIBIT B**  
**Permitted Exceptions**

1. Any facts, rights, interests, or claims, which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
2. Easements, claims of easement or encumbrances which are not shown by the public records, except for easements or claims of easement created by or known to Grantor, or encumbrances created by Grantor.
3. Any encroachment, encumbrance, violation, variation, adverse circumstance affecting the title, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
5. License Agreement and the terms and conditions thereof: Between: Drainage District No. 2 And: Star Sewer & Water District Recording Information: 102016463
6. License Agreement and the terms and conditions thereof: Between: Drainage District No. 2 And: Star Sewer & Water District Recording Information: 102084181
7. Ordinance and Development Agreement and the terms and conditions thereof: Between: City of Star And: Star City Development, LLC Recording Information: 106026863

**RECORDATION REQUESTED BY:**

WASHINGTON TRUST BANK  
Meridian Financial Center  
3251 East Presidential Drive  
Meridian, ID 83642

ADA COUNTY RECORDER Christopher D. Rich  
BOISE IDAHO Pg#9 VICTORIA BAILEY  
FIRST AMERICAN TITLE AND ESCROW COMPANY 09/18/2015 02:34 PM  
2016-084033  
\$34.00

**WHEN RECORDED MAIL TO:**

WASHINGTON TRUST BANK  
Loan Service Center  
P.O. BOX 2127  
SPOKANE, WA 99210-2127

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REMOVE THE COUNTY STAMPED FIRST  
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PART OF THE ORIGINAL DOCUMENT.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



\*0340\*

**DEED OF TRUST**

THIS DEED OF TRUST is dated September 8, 2016, among Star Clinic, LLC, an Idaho limited liability company, whose address is 189 N. Capitol Blvd., Boise, ID 83702 ("Grantor"); WASHINGTON TRUST BANK, whose address is Meridian Financial Center, 3251 East Presidential Drive, Meridian, ID 83642 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Brad L. Williams, Attorney at Law, whose address is c/o UPF Washington, Incorporated, 12410 E. Mirabeau Parkway, Suite 100, Spokane Valley, WA 99216 (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Grantor does hereby irrevocably grant, bargain, sell and convey in trust, with power of sale, to Trustee for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation of minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Canyon County, State of Idaho:

See Exhibit A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 10643 & 10717 W. State St., Star, ID 83669.

Grantor presently assigns to Lender (also known as Beneficiary in the Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF GRANTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN GRANTOR AND LENDER OF EVEN DATE HERewith. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. THE REAL PROPERTY IS NOT MORE THAN EIGHTY (80) ACRES AND IS NOT PRINCIPALLY USED FOR THE AGRICULTURAL PRODUCTION OF CROPS, LIVESTOCK, DAIRY OR AQUATIC GOODS, OR IS NOT MORE THAN FORTY (40) ACRES REGARDLESS OF USE, OR IS LOCATED WITHIN AN INCORPORATED CITY OR VILLAGE.

**Duty to Maintain.** Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, silt, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purpose of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is