

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

Name of Applicant DAVE JENKINS and DEB JENKINS Phone (208) 841-5561

Post Office address 6851 S ROBINSON RD KUNA, ID 83634

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☐ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes Applicants propose changing the point of diversion, drilling a new well on their land to supply this right.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>63-10744</u>	<u>1/6/1989</u>	<u>0.30 cfs / 67.5 ac-ft</u>	<u>Irrigation</u>	<u>3/15</u> to <u>11/15</u>
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____

2. Total amount of water being transferred 0.30 cubic feet per second and/or 67.5 acre-feet per annum.

3. Source of water Ground water tributary to _____

4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		SE	NE	18	1N	1W	ADA	

5. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
1N	1W	18				15													15

Total Acres 15

PART 1

6. General Information:

- a. Description of diversion system Proposed well and pump will supply water to existing irrigation system.

- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
X Yes _____ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
No change.

- d. Remarks:
The current point of diversion is a shared well owned and operated by another party. The purpose of this transfer is to provide the applicants with their own point of diversion for improved control and operational efficiency. The anticipated water bearing zone is from 150 to 350 feet. The 15 acres identified as the place of use is part of Ada County Parcel S2218132300.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And the said application is hereby _____, subject to the following conditions:

Witness my hand this _____ day of _____, 20_____.

For the Director

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right as evidenced by:
- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
 - b. License No. 63-10744 issued by the Idaho Department of Water Resources.
 - c. Claim No. _____ on file with the Idaho Department of Water Resources.
 - d. Transfer No. _____ which produced this right.
2. Attach copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:
- ☐ Tax Notice ☐ Warranty Deed ☒ Other Deed of Trust
3. Source of water Ground water tributary to _____
4. Date or priority _____
5. Water is used for the following purposes:
- amount 0.30 cfs / 67.5 ac-ft for irrigation purposes from 3/15 to 11/15
(cfs/ac-ft)
- amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
- amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
6. Total amount of water under right 0.30 cubic feet per second and/or 67.5 acre-feet per annum.
7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		NE	NW	16	1N	1W	ADA	

8. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
1N	1W	18				15													15

Total Acres 15

9. Describe any other water rights used for the same purpose as described above none

PART 2

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?
_____ No _____. If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED
(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

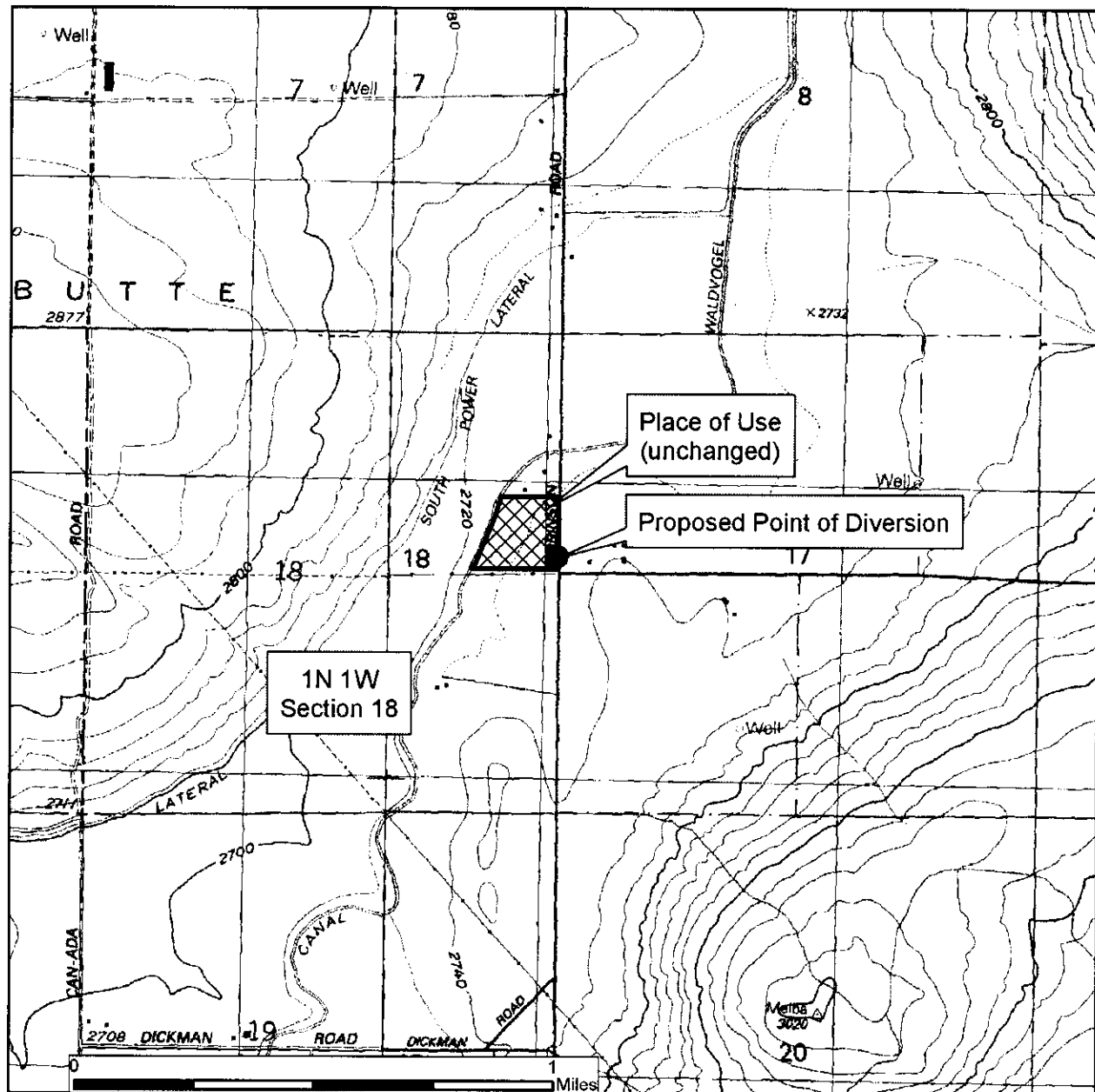
Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for the rights described in part 1. Clearly depict the land by section, township and range number.



PART 3**B. CHANGES IN NATURE OF USE**

1.

<u>New Nature of Use</u>	<u>Amount(cfs/af-ft)</u>	<u>Hours/days/year</u>	<u>Period of Use</u>
_____	_____	_____	_____ to _____
_____	_____	_____	_____ to _____
2. Quantity and quality of return flows and location of discharge: _____

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

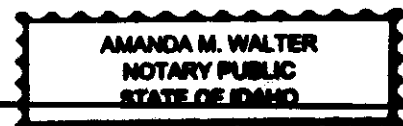
I understand that any willful misrepresentations made in this application may result in voiding its approval.

Deb Jenkins Dave Jensen
 (Signature of Applicant)

Subscribed and sworn to before me this 25 day of Nov, 20 05.

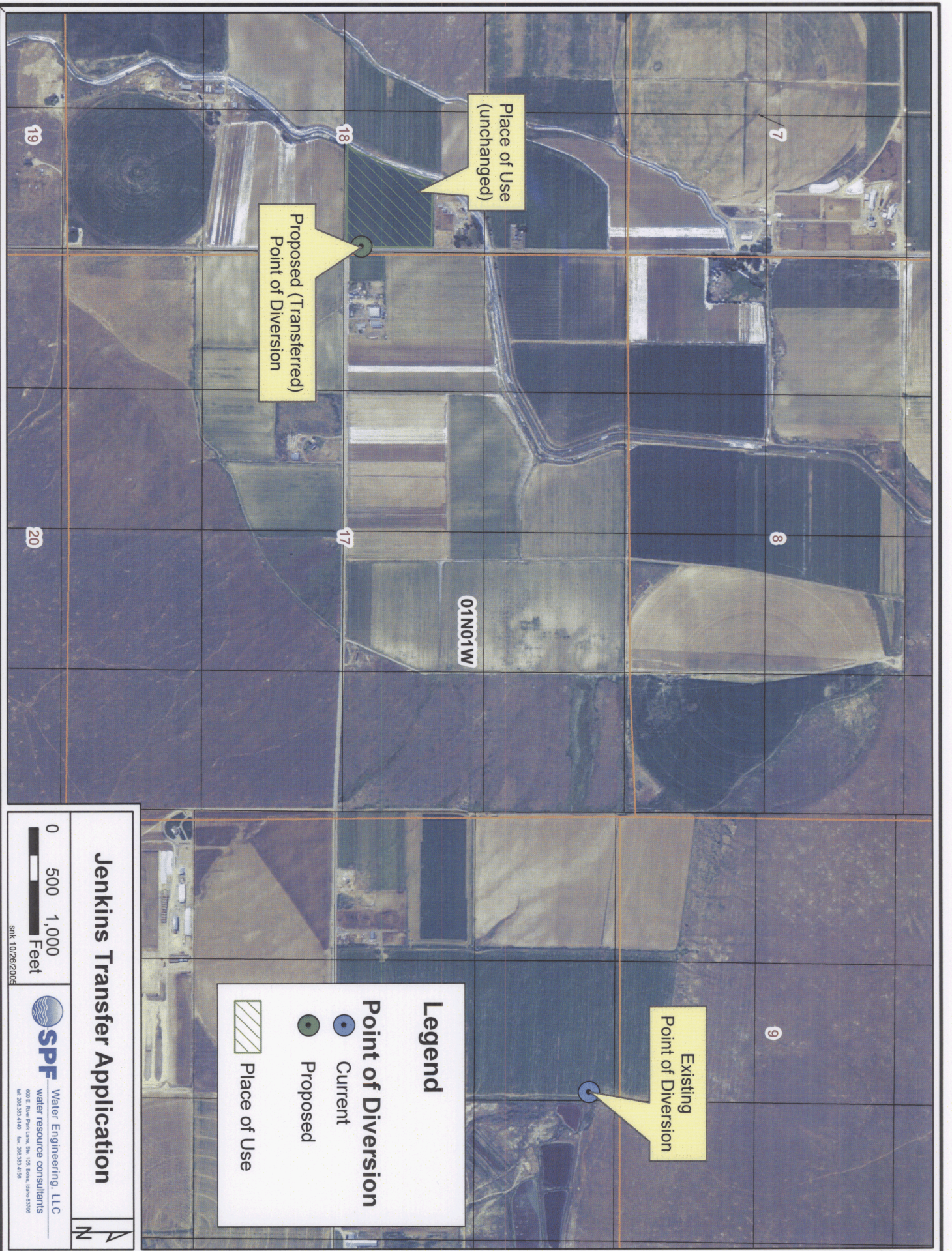
Amanda M. Walter
 (Notary Public)

My commission expires 1-18-11

**FOR DEPARTMENT USE ONLY**

Transfer contains 6 pages and 3 attachments
 Received by dk Date 12-8-05 Protest filed by _____
 Prelim. Check by SC Fee 250.00
 Receipted by dk Date 12-8-05 W022669
 Published in _____ Copies of protest forwarded by _____
 Pub. Dates _____ Hearing held by _____ Date _____
 Watermaster recommendations requested on _____ Recommended for ☐ approval ☐ denial
 _____ received _____ by _____

Copy of transfer sent to lien holder lien holder's consent attached



ATTACHMENT A

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 06/10/04 12:01 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Optima Info Solutions
AMOUNT 24.00

8



When Recorded Mail to:
Optima Information Solutions
1700 Carnegie Avenue, Suite 200
Santa Ana, CA 92705
WAMU

RECEIVED

JUL 11 2006

WATER RESOURCES
WESTERN REGION



**Washington
Mutual**

DEED OF TRUST

Loan Number: 0654189596

THIS DEED OF TRUST (Security Instrument) is between:
DAVE JENKINS AND DEB JENKINS

whose address is:

6851 S ROBINSON RD KUNA, ID 83634-1632

Grantor"); OPTIMA, a CALIFORNIA

corporation, the address of which is:

1700 CARNEGIE AVE SUITE 200 SANTA ANA, CA 92705

and its successors in trust and
assigns ("Trustee"); and

Washington Mutual Bank fsb, a federal association, which is organized and existing under the laws
of the United States of America, and whose address is One Utah Center, 201 South Main Street,
Suite 180, Salt Lake City, Utah 84111 ("Beneficiary") and its successors or assigns.

1. **Granting Clause.** Grantor hereby grants, bargains, sells and conveys to Trustee in trust,
with power of sale, the real property in ADA County, Idaho, described
below and all interest in it Grantor ever gets:
SHOWN ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS
REFERENCE.

Tax Parcel Number: S2218131200 S2218132300 together with all

income, rents and profits from it; all plumbing, lighting, air conditioning and heating apparatus and equipment; and all fencing, blinds, drapes, floor coverings, built-in appliances and other fixtures at any time installed on or in or used in connection with such real property.

All of the property described above will be called the "Property". To the extent that any of the Property is personal property Grantor grants Beneficiary, as secured party, a security interest in all such property and this Deed of Trust shall constitute a Security Agreement between Grantor and Beneficiary. As used herein "State" shall refer to Idaho.

2. **Security.** This Deed of Trust is given to secure performance of each promise of Grantor contained herein and the payment of:

ONE HUNDRED NINETY NINE THOUSAND FIVE HUNDRED AND 00/100

dollars (\$199,500.00) (called the "Loan") with interest as provided in the Note which evidences the Loan (the "Note") and any renewals, modifications or extensions thereof. It also secures payment of certain fees and costs of Beneficiary as provided in Section 9 of this Deed of Trust, and repayment of money advanced by Beneficiary under Section 6 or otherwise to protect the Property or Beneficiary's interest in the Property. All amounts due under the Note are called the "Debt".

☐ If this box is checked, the Note provides for a variable rate of interest. Changes in the interest rate will cause the payment amount and/or Loan term to also change.

3. **Representations of Grantor.** Grantor represents that:

(a) Grantor is the owner of the Property which is unencumbered except by easements, reservations and restrictions of record not inconsistent with the intended use of the Property, and any existing mortgage or deed of trust given in good faith and for value, the existence of which has been disclosed in writing to Beneficiary; and

(b) The Property is not used for any agricultural or farming purposes.

4. **Sale or Transfer of Property.** The Loan is personal to Grantor and the entire Debt shall become immediately due and payable in full upon any sale or other transfer of the Property or any interest therein by Grantor. Grantor agrees to advise Beneficiary in writing of any change in Grantor's name, address or employment.

5. **Promises of Grantor.** Grantor promises:

(a) To keep the Property in good repair and not to move, alter or demolish any of the improvements on the Property without Beneficiary's prior written consent;

(b) To allow representatives of Beneficiary to inspect the Property at any reasonable hour and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;

(c) To pay on time all lawful taxes and assessments on the Property;

(d) To perform on time all terms, covenants and conditions of any prior mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;

(e) To keep the Property and the improvements thereon insured by a company satisfactory to Beneficiary against fire and extended coverage perils, and against such other risks as Beneficiary may reasonably require, in an amount equal to the full insurable value of the improvements and to deliver evidence of such insurance coverage to Beneficiary. Beneficiary shall be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in the same manner as payments under the Note or, at the Beneficiary's sole option,

released to Grantor. In the event of foreclosure or sale of the Property pursuant to the Trustee's power of sale all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the Sheriff's or Trustee's sale; and

(f) To see to it that this Deed of Trust remains a valid lien on the Property superior to all liens except those described in Section 3(a) and to keep the Property free of all encumbrances which may impair Beneficiary's security. It is agreed that if anyone asserts the priority of any encumbrance other than those described in Section 3(a) over this Deed of Trust in any pleading filed in any action, the assertion alone shall be deemed to impair the lien of this Deed of Trust for purposes of this Section 5(f).

6. Curing of Defaults. If Grantor fails to comply with any of the covenants in Section 5, including all the terms of any prior mortgage or deed of trust, Beneficiary may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Grantor's failure to comply. Repayment to Beneficiary of all the money spent by Beneficiary on behalf of Grantor shall be secured by this Deed of Trust. The amount spent shall bear interest at the Default Rate (as that term is defined below) and be repayable by Grantor on demand. Although Beneficiary may take action under this paragraph, Beneficiary is not obligated to do so.

7. Remedies for Default.

(a) Prompt performance under this Deed of Trust is essential. If Grantor does not pay any installment of the Loan on time, or if there is a breach of any of the promises contained in this Deed of Trust or any other document securing the Loan, Grantor will be in default and the Debt and any other money whose repayment is secured by this Deed of Trust shall immediately become due and payable in full, at the option of Beneficiary. If Grantor is in default and Beneficiary exercises its right to demand repayment in full, the total amount owed by Grantor on the day repayment in full is demanded, including unpaid interest, will bear interest at the Default Rate specified in the Note (the "Default Rate") from the day repayment in full is demanded until repaid in full. Beneficiary may then or thereafter deliver to Trustee a written declaration of default and demand for sale and Trustee shall thereupon record a written notice of default and of election to cause the Property to be sold. Beneficiary shall provide to Trustee the Note, this Deed of Trust, other documentation evidencing the Debt and all other documentation requested by Trustee. After the lapse of such period of time as may then be required by law and after having given such notices as may then be required by law, Trustee shall sell the Property at the time and place stated in the notice of sale, either in whole or in separate parcels and in such order as Trustee may choose, at public auction to the highest bidder for cash in the lawful money of the United States which shall be payable at the time of sale. Anything in the preceding sentence to the contrary notwithstanding, Beneficiary may apply the Debt towards any bid at any such sale. Trustee may postpone any such sale by public announcement at the time fixed for sale, in accordance with applicable law then in effect. Any person, including Grantor, Trustee or Beneficiary, may purchase at any such sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expenses of the sale, including a reasonable trustee's fee and lawyer's fee; (ii) to the obligations secured by this Deed of Trust; and (iii) the surplus, if any, to the person or person(s) legally entitled thereto.

(b) Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or the interest in the Property which Grantor had the power to convey at the time of execution of this Deed of Trust and any interest which Grantor subsequently acquired. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust. This recital shall be prima facie evidence of such compliance and conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value.

(c) The power of sale conferred by this Deed of Trust is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be judicially foreclosed, sue on the Note or take any

other action available at law or in equity. Beneficiary may also take such other action as it considers appropriate, including the securing of appointment of a receiver and/or exercising the rights of a secured party under the Uniform Commercial Code as then in effect in Idaho. During the pendency of any foreclosure or other realization proceedings, Beneficiary shall also have the right to collect the income, rents and profits of the Property and apply the amounts so collected toward payment of the Debt in the manner provided in the Note and shall have the right to secure the appointment of a receiver for the Property, its income, rents and profits.

(d) By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

8. Condemnation; Eminent Domain. In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such portion as may be necessary to fully satisfy the Debt and all other obligations secured by this Deed of Trust, shall be paid to Beneficiary to be applied thereto.

9. Fees and Costs. Grantor shall pay Beneficiary's and Trustee's reasonable costs of searching records, other reasonable expenses as allowed by law and reasonable attorney's fees in any lawsuit or other proceeding to foreclose this Deed of Trust, in any lawsuit or proceeding which Beneficiary or Trustee prosecutes or defends to protect the lien of this Deed of Trust and in any other action taken by Beneficiary to collect the Debt, including any disposition of the Property under the State Uniform Commercial Code.

10. Reconveyance. Trustee shall reconvey the Property to the person entitled thereto, on written request of Beneficiary or upon following satisfaction of the Debt and other obligations secured and written request for reconveyance by Beneficiary or the person entitled thereto. Beneficiary and Trustee shall be entitled to charge Grantor a reconveyance fee together with fees for the recordation of the reconveyance documents.

11. Trustee; Successor Trustee. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary shall appoint in writing a successor Trustee, and upon the recording of such appointment in the records of the county in which this Deed of Trust is recorded, the successor Trustee shall be vested with all powers of the original Trustee. Trustee is not obligated to notify any party hereto of a pending sale under any other deed of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

12. Miscellaneous. This Deed of Trust shall benefit and obligate the parties, their heirs, devisees, legatees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the holder and owner of the note secured by this Deed of Trust, whether or not that person is named as Beneficiary herein. The words used in this Deed of Trust referring to one person shall be read to refer to more than one person if two or more have signed this Deed of Trust or become responsible for doing the things this Deed of Trust requires. This Deed of Trust shall be governed by and construed in accordance with federal law and, to the extent federal law does not apply the laws of Idaho. If any provision of this Deed of Trust is determined to be invalid under law, that fact shall not invalidate any other provision of this Deed of Trust, but the Deed of Trust shall be construed as if not containing the particular provision or provisions held to be invalid, and all remaining rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist. Beneficiary may collect a fee in the maximum amount allowed by law for furnishing any beneficiary statement, payoff demand statement or similar statement.

0654189596

By signing below Grantor accepts and agrees to the provisions of this Deed of Trust and of any rider(s) executed concurrently therewith by Grantor:

DATED at Boise, Idaho this 1st day of June, 2004.


DAVE JENKINS


DEB JENKINS

STATE OF IDAHO)
COUNTY OF Ada) ss.

On this 1st day of June, 2004,
before me, Nick Morgan

a Notary Public in and for said State, personally appeared:

DAVE JENKINS _____ and

DEB JENKINS _____ and

_____ and

_____ and

_____ and

_____ and

known or identified to me to be the person whose name is subscribed to the foregoing instrument,
and acknowledged to me that he/she 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.



Notary Public for Idaho
Residing at Boise
My commission expires 2/21/2009

REQUEST FOR FULL RECONVEYANCE

(Do not record. To be used only when note has been paid.)

TO: TRUSTEE

The undersigned is the legal owner and holder of the Note and all other indebtedness secured by the within Deed of Trust. Said Note, together with all other indebtedness secured by this Deed of Trust, has been fully paid and satisfied and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of this Deed of Trust, to cancel the Note above mentioned and all other evidences of indebtedness secured by this Deed of Trust together with the Deed of Trust, and to convey, without warranty, to the parties designated by the terms of this Deed of Trust all the estate now held by you thereunder.

DATED _____

Mail reconveyance to _____

EXHIBIT "A"
ATTACHMENT TO SECURITY INSTRUMENT

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF ADA, STATE OF IDAHO, DESCRIBED AS FOLLOWS:

PARCEL A:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO.

EXCEPT THEREFROM:

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND HALF INCH IRON PIN LOCATED ALONG THE CENTERLINE OF ROBINSON ROAD AND MARKING THE NORTHEAST CORNER OF SAID SECTION 18, TOWNSHIP 1 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, SAID PIN BEARS

SOUTH 89 DEGREES 22 MINUTES 14 SECONDS EAST, 2,659.62 FEET (FORMERLY 2,660.35 FEET) FROM A FOUND 5/8 INCH IRON PIN MARKING THE NORTH QUARTER CORNER OF SAID SECTION 18; SAID PIN ALSO BEARS

NORTH 0 DEGREES 31 MINUTES 02 SECONDS EAST, 2,668.63 FEET FROM A FOUND 5/8 INCH IRON PIN MARKING THE EAST QUARTER CORNER OF SAID SECTION 18; THENCE

SOUTH 0 DEGREES 31 MINUTES 02 SECONDS WEST, 1,448.53 FEET (SOMETIMES SHOWN OF RECORD AS SOUTH 0 DEGREES 31 MINUTES 02 SECONDS WEST, 1488.53 FEET) ALONG THE EAST BOUNDARY OF THE SAID NORTHEAST QUARTER OF SECTION 18 AND THE SAID CENTERLINE OF ROBINSON ROAD TO A SET HALF INCH IRON PIN, SAID PIN MARKING THE REAL POINT OF BEGINNING; THENCE CONTINUING

SOUTH 0 DEGREES 31 MINUTES 02 SECONDS WEST, 161.15 FEET ALONG SAID CENTERLINE AND SAID EAST BOUNDARY TO A SET HALF INCH IRON PIN; THENCE

NORTH 89 DEGREES 34 MINUTES 02 SECONDS WEST, 270.30 FEET TO A SET HALF INCH IRON PIN; THENCE

NORTH 0 DEGREES 31 MINUTES 02 SECONDS EAST, 161.15 FEET TO A SET HALF INCH IRON PIN; THENCE

SOUTH 89 DEGREES 34 MINUTES 02 SECONDS EAST, 270.30 FEET TO THE POINT OF BEGINNING.

PARCEL B:

EXHIBIT "A" CONTINUED
ATTACHMENT TO SECURITY INSTRUMENT

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND HALF INCH IRON PIN LOCATED ALONG THE CENTERLINE OF ROBINSON ROAD AND MARKING THE NORTHEAST CORNER OF SAID SECTION 18, TOWNSHIP 1 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, SAID PIN BEARS

SOUTH 89 DEGREES 22 MINUTES 14 SECONDS EAST, 2,659.62 FEET (FORMERLY 2,660.35 FEET) FROM A FOUND 5/8 INCH IRON PIN MARKING THE NORTH QUARTER CORNER OF SAID SECTION 18; SAID PIN ALSO BEARS

NORTH 0 DEGREES 31 MINUTES 02 SECONDS EAST, 2,668.63 FEET FROM A FOUND 5/8 INCH IRON PIN MARKING THE EAST QUARTER CORNER OF SAID SECTION 18; THENCE

SOUTH 0 DEGREES 31 MINUTES 02 SECONDS WEST, 1,448.53 FEET ALONG THE EAST BOUNDARY OF THE SAID NORTHEAST QUARTER OF SECTION 18 AND THE SAID CENTERLINE OF ROBINSON ROAD TO A SET HALF INCH IRON PIN, SAID PIN MARKING THE REAL POINT OF BEGINNING; THENCE CONTINUING

SOUTH 0 DEGREES 31 MINUTES 02 SECONDS WEST, 161.15 FEET ALONG SAID CENTERLINE AND SAID EAST BOUNDARY TO A SET HALF INCH IRON PIN; THENCE

NORTH 89 DEGREES 34 MINUTES 02 SECONDS WEST, 270.30 FEET TO A SET HALF INCH IRON PIN; THENCE

NORTH 0 DEGREES 31 MINUTES 02 SECONDS EAST, 161.15 FEET TO A SET HALF INCH IRON PIN; THENCE

SOUTH 89 DEGREES 34 MINUTES 02 SECONDS EAST, 270.30 FEET TO THE POINT OF BEGINNING.



ADA COUNTY CONSOLIDATED PROPERTY TAX BILL

MAKE CHECKS PAYABLE TO: ADA COUNTY TREASURER P.O. BOX 2868, BOISE, ID 83701 (208) 287-6800

S2218132300 **5-DIGIT 83634



JENKINS DAVE &
JENKINS DEB
6851 S ROBINSON RD
KUNA, ID 83634-1507

001031601

001031601

001031601

DUE DATE: DECEMBER 20, 2005

Parcel Number: S2218132300

RETURN THIS STUB WITH YOUR PAYMENT.
PLEASE INDICATE IF PAYING HALF, FULL OR
OTHER (AMOUNT PAID) AND WRITE THE PARCEL
NUMBER ON YOUR CHECK.

Half Payment 334.35

Full Payment 668.70

Amount Paid
(if different)

WE WILL ACCEPT MAILED PAYMENTS AS CURRENT IF U.S.
POSTMARKED ON OR BEFORE THE DUE DATE. TAXES MAY BE PAID
ON RECEIPT OF THIS BILL BUT NO LATER THAN THE DUE DATE.

RETURN THIS STUB WITH YOUR PAYMENT

ADA COUNTY TREASURER - TAX COLLECTOR FOR TAXING DISTRICTS OF ADA COUNTY - P.O. BOX 2868, BOISE, ID 83701 PH: (208) 287-6800

Property Description: PAR #2300 OF S2NE4 SEC 18 1N 1W #130000-B #99065703		Property Type: REAL Tax Roll: PRIMARY	
Property Address: 6851 S ROBINSON RD		Delinquent Taxes Year(s)	Parcel Number S2218132300
		Tax Year 2005	Code Area 273
		Bill Number 1031601	
		MORTGAGE COMPANY REQUESTING YOUR TAX BILL:	

PRIOR YEAR VALUE	PRIOR YEAR TAX	CURRENT YEAR VALUE	HOMEOWNERS EXEMPTION	CURRENT YEAR TAXABLE VALUE
49,200	589.88	50,500	0	50,500

THIS IS A LISTING OF THE TOTAL AMOUNT YOU PAY EACH TAXING DISTRICT, INCLUDING BONDS,
OVERRIDES AND CERTIFICATIONS IF APPLICABLE. CALL THE NUMBER LISTED BELOW WITH QUESTIONS
REGARDING THE TAXING DISTRICT OR AMOUNT CHARGED.

IF YOU HAVE SOLD THIS
PROPERTY OR A MORTGAGE
COMPANY IS RESPONSIBLE FOR
PAYING YOUR TAXES, PLEASE
FORWARD THIS BILL IMMEDIATELY.

% LEVY CHANGE	NAME OF TAXING DISTRICT	TAXING DISTRICT PHONE NUMBER	TAXING DISTRICT TOTAL LEVY AMOUNT	TAX AMOUNT BY TAXING DISTRICT	QUESTIONS ABOUT YOUR ASSESSED VALUE? CALL THE ASSESSOR AT: (208)287-7200
.05	SCHOOL DIST. 136J	495-1141	.003951295	199.62	IF ANY PORTION OF THE TAX BECOMES DELINQUENT, A 2% LATE CHARGE WILL BE APPLIED. INTEREST ON THE DELINQUENT BALANCE WILL ACCRUE AT 1% PER MONTH, DATING FROM JANUARY 1ST. WHEN PAYING DELINQUENT BALANCES, PLEASE CALL (208)287-6800 FOR THE CORRECT AMOUNT DUE INCLUDING LATE CHARGE AND INTEREST.
1.47	SCHOOL #136J BOND	495-1141	.002776069	140.19	
.00	SCHOOL #136J SUPPLMNT	495-1141	.001247671	63.01	
-.87	ADA COUNTY	287-7000	.002834671	143.15	
1.34	MELBA FIRE	495-2727	.000626421	31.63	
-3.82	MELBA FIRE BOND	495-2727	.000401628	20.28	
-2.14	ADA COUNTY HIGHWAY	387-6120	.001010326	51.02	
12.81	PEST EXTERMINATION	888-2316	.000124867	6.31	
-1.74	EMERGENCY MEDICAL	287-2962	.000120598	6.09	
1.44	MELBA CEMETERY	495-2600	.000117164	5.92	
3.53	MOSQUITO ABATEMENT	888-2316	.000029309	1.48	
	TOTALS		.013240019	668.70	MONTHLY PAYMENTS ARE ACCEPTED

IMPORTANT
PLEASE READ BOTH FRONT
AND BACK OF THIS NOTICE.

TO AVOID LATE CHARGE AND
INTEREST, FULL OR FIRST HALF
TAXES MUST BE PAID IN
PERSON OR BE U.S.
POSTMARKED NO LATER THAN:

DECEMBER 20, 2005

ADMINISTRATIVE ADJUSTMENT	0.00
TOTAL PROPERTY TAX BILLED	668.70
PREPAYMENTS RECEIVED PRIOR TO BILL PRINTING	0.00
CIRCUIT BREAKER (SENIOR CITIZEN) EXEMPTION	0.00
TOTAL TAXES DUE	668.70

TO PAY BY CREDIT CARD OR E-CHECK
SEE INSTRUCTIONS ON BACK OF NOTICE

KEEP THIS PORTION FOR YOUR RECORDS

Attachment B

0006866



**Washington
Mutual**

November 23rd, 2005

RE: LOAN NUMBER: 0654189596 / Jenkins

CLOSING ORDER

TO:

Dave Jenkins

Deb Jenkins

6851 S Robinson Rd

Kuna, ID 83634-1632

(208) 495-1044

Enclosed please find the following Document(s) for the loan number referenced above:

[X] Transfer of Water right Consent Affidavit

Here is the document requested, if you need any further assistance please do not hesitate to contact me.

Thank you

A handwritten signature in black ink that reads "Tara A McMahon". The signature is fluid and cursive, with a large loop at the end.

Tara A McMahon

Consumer Special Loans Department

Consumer Loan Servicing Division

Washington Mutual Bank, FA

Phone: 425-424-4822

Fax: 206-381-5428

E-Mail: tara.mcmahon@wamu.net

Attachment C

TRANSFER OF WATER RIGHT CONSENT AFFIDAVIT

WASHINGTON MUTUAL BANK, beneficiary of that certain Deed of Trust as recorded under Document Number: 104072740, on June 10th, 2004 records of ADA County, State of IDAHO, hereby consents and agrees to the conditions of and the Transfer of Water Right Number 63-10744, City of Kuna, County of ADA, and State of IDAHO.

November 223rd, 2005


Karen Gauger, Vice President

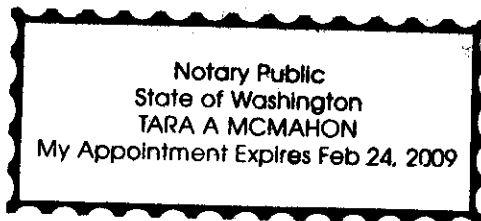
State of Washington)
) ss.
County of Snohomish)

I certify that I know or have satisfactory evidence that Karen Gauger is the person who appeared before me, and said person acknowledged that (he /she) signed this instrument, on oath stated that (he /she) was authorized to execute the instrument and acknowledge it as a Vicer President of Washington Mutual Bank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: November 23rd, 2005


Notary Signature

Tara A McMahon
Printed or typed name of Notary



Title: Notary Public
My Appointment expires: February 24th, 2009

LOAN # 0654189596