



CITY OF Caldwell, Idaho

Planning & Zoning

R2747400000

CMP22-000010  
SUP22-000029

ANN22-000022      APPLICANT      ~~ZON22-000012~~

ITEM	DATE	SUBMITTED BY
A-1 APPLICATION & RECEIPT	10/24/22	Nathan Heintzman
A-2 WRITTEN DESCRIPTION	10/24/22	↓
A-3 SITE PLAN OR PLAT	10/24/22	
A-4 VICINITY MAP	10/24/22	
A-5 NEIGHBORHOOD MEETING FORM	10/24/22	
A-6 DEED	10/24/22	
A-7 TRAFFIC IMPACT STUDY (IF REQUIRED)		
A-8 LANDSCAPING PLAN	10/24/22	
A-9 PROPERTY OWNER ACKNOWLEDGEMENT	10/24/22	
A-10 Legals	10/24/22	
A-11		
A-12		
A-13		
A-14		
A-15		
A-16		
A-17		
A-18		



# CITY OF Caldwell, Idaho

Planning &  
Zoning  
Hearing  
Review  
Application

## Type of Review Requested

- Annexation/Deannexation
- Appeal/Amendment
- Comprehensive Plan Map Change
- Design Review
- Ordinance Amendment
- Rezone
- Special Use Permit
- Subdivision- Preliminary Plat
- Subdivision- Final Plat
- Subdivision- Short Plat
- Time Extension
- Variance
- Other \_\_\_\_\_

<b>STAFF USE ONLY:</b>	
File Number(s):	<u>ANN22-000022</u>
	<u>SUP22-000029</u>
Project Name:	<u>Copper Pointe</u>
Date Filed:	<u>10/24/22</u> Date Complete: _____
Related Files:	_____

## Subject Property Information

Address: 4211 S FLORIDA AVE CALDWELL, ID 83605 Parcel Number(s): R2747400000

Subdivison: UPLAND PARK ADD Block: 4 Lot: 5&6 Acreage:      Zoning:     

Prior Use of the Property: Agriculture

Proposed Use of the Property: Multi-family Residential

## Applicant Information

Applicant Name: David Glancey Phone: (208) 345-0566

Address: 1257 West River Street, Suite 110 City: Boise State: ID Zip: 83702

Email: office@grboise.com Cell: (208) 345-0566

Owner Name: MERIDIAN INVESTMENT HOLDINGS LLC Phone: \_\_\_\_\_

JAM ADVISORS GROUP LLC

Address: 1005 N HARRISON BLVD City: BOISE State: ID Zip: 83702

BOISE, ID 83702

Email: \_\_\_\_\_ Cell: \_\_\_\_\_

Agent Name: (e.g., architect, engineer, developer, representative) Glancey Rockwell & Associates

Address: 1257 West River Street, Suite 110 City: Boise State: ID Zip: 83702

Email: office@grboise.com Cell: \_\_\_\_\_

## Authorization

Print Applicant Name: David Glancey

Applicant Signature: \_\_\_\_\_ Date: 10/17/2022

621 Cleveland Boulevard • Caldwell, Idaho 83605 • Phone: (208) 455-3021 • www.cityofcaldwell.com/PlanningZoning

# Glancey ♦ Rockwell & Associates

Architecture • Planning

Caldwell Planning & Zoning

Copper Pointe Multifamily Development narrative

Copper Pointe Multifamily utilizes project sites 4125 & 4211 S. Florida Ave at the intersection of Florida Ave. and Ustick Rd. for 1, 2 and 3 bedroom apartment units with adequate parking, carports and clubhouse amenities. The proposed zoning is R-3 on approximately 8.6 acres with 215 apartment units. Water and sewage would need to be designed and installed to meet the needs of the planned development.

We are requesting approval for annexation, rezone and special use permit.

Thank you for your time and consideration,

Nate Heintzman  
Design Manager  
Glancey Rockwell & Associates

- Home
- My Activities
- Create
- Search
- Reports
- Support Center
- Administration
- Logoff

## Permit Project



File #: 22-004134 ...  
 4211 S FLORIDA AVE CALDWELL ID 83605  
 Multi-family Development

- Permits
- Reviews
- Inspections
- Activities
- Documents
- Contacts
- History

EDIT:  
File

Edit Permit: ANN22-000022



- ADD:
- Activity
- Address
- Alert
- Contact
- Document
- Email
- Inspection
- Letter
- Note
- Payment
- Permit
- Route

Permit #: ANN22-000022  
 Permit Type: Annexation  
 Sub Type: Annexation  
 Work Description: Copper Pointe Multi-family Development

Applicant:	Glancey Rockwell & Associates	Application Date:	10/17/2022
Status:	Online Application Received	Approval Date:	
Total Amount:	\$ 0.00	Issue Date:	
Amount Paid:	\$ 0.00	Expiration Date:	
Balance Due:	\$ 0.00	Close Date:	
Valuation:	0.00	Last Inspection:	
Non-Billable:	<input type="checkbox"/>		

- REPORTS:
- Custom
- Detail
- Summary

### OFFICE USE ONLY

P&Z Hearing Date Scheduled:	P&Z Legal Ad Publish Date:
P&Z Decision:	CC Hearing Date Scheduled:
CC Legal Ad Publish Date:	CC Decision:
CC Meeting Date:	CC Meeting Decision:
Bill and Ordinance #:	Bill and Ordinance Approval Date:
Development Agreement Approved:	

### PROPERTY INFORMATION

Is this part of a concurrent application: No  
 Prior use of the property: Agriculture Proposed use of the property: Multi-family Residential  
 # of Acres: More than 2 acre

### CONTACT INFORMATION

Property Owner: - Michael Nigh Agent: Glancey Rockwell & As:

A-1

**SUBMITTAL DOCUMENTS**

Will you be submitting plans for review: Yes

Projectdox Permit #: ANN22-000022

Site Plan:  Copper Pointe\_A-0.01 Site Plan.pdf

Metes and bounds legal description: Metes and bounds legal description.pdf

Vicinity map:  Ustick 88 ALTA Survey 06-23-22.pdf

Neighborhood meeting sign in sheet:

Project narrative: Copper Ponite Narrative.pdf

**Property Owner** Copper Pointe Property Owner Acknowledgement.pdf

Landscape plan: ANN22-000022 LANDSCAPE PLAN.pdf

Recorded warranty deed: Copper Pointe - Deed of Trust 4211 S Florida.pdf

Copy of the Order of Decision:

Copy of the Record of Survey:

B. Compaction tests shall be completed in accordance with ISPWC and submitted to the City.

**Permit Fees**

Quantity	Fee	Description	Amount	Total
			<b>Plan Check Fees:</b>	0.00
			<b>Other Fees:</b>	0.00
			<b>Total Fees:</b>	0.00

**Payments**

Date	Type	Reference	Note	Receipt #	Received From	Amount
						<b>Amount Paid:</b> 0.00
						<b>Balance Due:</b> 0.00

A-1

- Home
- My Activities
- Create
- Search
- Reports
- Support Center
- Administration
- Logoff

## Permit Project



File #: 22-004136 ...  
 4211 S FLORIDA AVE CALDWELL ID 83605  
 Multi-family Development

- Permits
- Reviews
- Inspections
- Activities
- Documents
- Contacts
- History

EDIT:  
File

Edit Permit: SUP22-000029



- ADD:
- Activity
- Address
- Alert
- Contact
- Document
- Email
- Inspection
- Letter
- Note
- Payment
- Permit
- Route

Permit #: SUP22-000029  
 Permit Type: Special Use Permit  
 Sub Type: Special Use  
 Work Description: Multi-family Development

Applicant: Glancey Rockwell & Associates ...  
 Status: Online Application Received  
 Total Amount: \$ 0.00  
 Amount Paid: \$ 0.00  
 Balance Due: \$ 0.00  
 Valuation: 0.00  
 Non-Billable:

Application Date: 10/17/2022  
 Approval Date:  
 Issue Date:  
 Expiration Date:  
 Close Date:  
 Last Inspection:

- REPORTS:
- Custom
- Detail
- Summary

### OFFICE USE ONLY

HE Hearing Date Scheduled:  
 HE Decision:  
 P&Z Legal Ad Publish Date:  
 City Council Hearing Date Scheduled:  
 CC Decision:

HE Legal Ad Publish Date:  
 P&Z Hearing Date Scheduled:  
 P&Z Decision:  
 CC Legal Ad Publish Date:

### PROPERTY INFORMATION

Is this part of a concurrent application: No  
 Prior use of the property: Agriculture  
 # of Acres: More than 2 acres

Proposed use of the property: Multi-Family Residential

### CONTACT INFORMATION

Property Owner: - Michael Nigh Agent: Glancey Rockwell

### SUBMITTAL DOCUMENTS

A-1

Will you be submitting for review: Yes  No  Projectdox P #: SUP22-000029

Site Plan:

Metes and bounds legal description:

Vicinity map:

Neighborhood meeting sign in sheet:

Project narrative:

Property Owner:

Landscape plan:

Acknowledgement: Recorded warranty deed:

Copy of the Order of Decision:

Copy of the Record of Survey:

Permit Fees



Quantity	Fee	Description	Amount	Total
			<b>Plan Check Fees:</b>	0.00
			<b>Other Fees:</b>	0.00
			<b>Total Fees:</b>	0.00

Payments



Date	Type	Reference	Note	Receipt #	Received From	Amount
						<b>Amount Paid:</b> 0.00
						<b>Balance Due:</b> 0.00

A-1



quick search:

Address

Permit #

License #



- Home
- My Activities
- Create
- Search
- Reports
- Support Center
- Administration
- Logoff

### Permit Project



File #: 22-004135 ...  
 4211 S FLORIDA AVE CALDWELL ID 83605  
 Multi-family Development

- Permits
- Reviews
- Inspections
- Activities
- Documents
- Contacts
- History

EDIT:  
File

Edit Permit: ZON22-000012



- ADD:
- Activity
- Address
- Alert
- Contact
- Document
- Email
- Inspection
- Letter
- Note
- Payment
- Permit
- Route

Permit #: ZON22-000012  
 Permit Type: Rezone  
 Sub Type: 2 to 20 acres  
 Work Description: Multi-family Development

Applicant: Glancey Rockwell & Associates ...  
 Status: Online Application Received  
 Total Amount: \$ 0.00  
 Amount Paid: \$ 0.00  
 Balance Due: \$ 0.00  
 Valuation: 0.00  
 Non-Billable:

Application Date: 10/17/2022  
 Approval Date:  
 Issue Date:  
 Expiration Date:  
 Close Date:  
 Last Inspection:

- REPORTS:
- Custom
- Detail
- Summary

#### OFFICE USE ONLY

HE Hearing Date Scheduled:  
 HE Decision:  
 P&Z Legal Ad Publish Date:  
 CC Hearing Date Scheduled:  
 CC Decision:  
 Bill and Ordinance Approval Date:

HE Legal Ad Publish Date:  
 P&Z Hearing Date Scheduled:  
 P&Z Decision:  
 CC Legal Ad Publish Date:

#### PROPERTY INFORMATION

Is this part of a concurrent application: No  
 Prior use of the property: Agriculture  
 Current Zone:

Proposed use of the property: Multi-Family Residential  
 Desired Zone:

#### CONTACT INFORMATION

Property Owner: - Michael Nigh ... Agent: Glancey Rockwell ...

#### SUBMITTAL DOCUMENTS

A-1



Will you be submitting for review: Yes  No

Projectdox P#: ZON22-000012

Site Plan:

Vicinity map:

Project narrative:

Landscape plan:

Copy of the Order of Decision:

Metes and bounds legal description:

Neighborhood meeting sign in sheet:

**Property Owner**

**Acknowledgement:**

Recorded warranty deed:

Copy of the Record of Survey:

Permit Fees

Quantity	Fee	Description	Amount	Total
			<b>Plan Check Fees:</b>	<b>0.00</b>
			<b>Other Fees:</b>	<b>0.00</b>
			<b>Total Fees:</b>	<b>0.00</b>

Payments

Date	Type	Reference	Note	Receipt #	Received From	Amount	
						<b>Amount Paid:</b>	<b>0.00</b>
						<b>Balance Due:</b>	<b>0.00</b>



A-1

- Home
- My Activities
- Create
- Search
- Reports
- Support Center
- Administration
- Logoff

## Permit Project



File #: 22-004373 \*\*\*  
 4125 S FLORIDA AVE CALDWELL ID 83605  
 Density Change

- Permits
- Reviews
- Inspections
- Activities
- Documents
- Contacts
- History

EDIT:  
File

Edit Permit: **CPM22-000010**



- ADD:
- Activity
- Address
- Alert
- Contact
- Document
- Email
- Inspection
- Letter
- Note
- Payment
- Permit
- Route

Permit #: CPM22-000010  
 Permit Type: Comp Plan Map Change  
 Sub Type: Comm Plan Map Change  
 Work Description: Density Change

Applicant: Glancey Rockwell & Associates \*\*\*  
 Status: Online Application Received  
 Application Date: 11/09/2022  
 Total Amount: \$ 0.00  
 Approval Date:  
 Amount Paid: \$ 0.00  
 Issue Date:  
 Balance Due: \$ 0.00  
 Expiration Date:  
 Valuation: 0.00  
 Close Date:  
 Non-Billable:   
 Last Inspection:

- REPORTS:
- Custom
- Detail
- Summary

### OFFICE USE ONLY

P&Z Hearing Date Scheduled:  
 P&Z Legal Ad Publish Date:  
 P&Z Decision:  
 CC Hearing Date Scheduled:  
 CC Legal Ad Publish Date:  
 CC Decision:  
 Resolution Approval Date:

### Subject Property Information

#### Applicant Information

Current Comp Plan Map Designation: Medium Density Resider  
 Proposed Comp Plan Map Designation: High Density Residential  
 Owner Name: Copper Pointe LLC  
 Phone:  
 Address: 4253 W. Lovegood Ln

City: Meridian  
 State: ID  
 Zip: 83646  
 Email: copperpointellc@gmail.c  
 Cell:   
 Agent Information: (e.g., architect, engineer, developer, representative)  
 Name: Nate Heintzman  
 Address: 1257 W. River St. Ste 11  
 City: Boise  
 State: ID  
 Zip: 83702  
 Email: nheintzman@grboise.co  
 Cell:   
 :

**Submittal Requirements**

Narrative fully describing the proposed map change, including the following:

Select File

Copper Pointe Comp Plan Narrative.pdf  

Total # of acres being re-classified and the new map classification

How the proposed change will complement with the surrounding area

:



Site Plan (PDF):

Copper    
 Pointe\_A-0.01  
 Site Plan.pdf

Landscape Plan (PDF):



Copper    
 Pointe\_Landscape  
 Plans.pdf



Neighborhood Meeting (PDF):

Neighborhood    
 Meeting Letter-  
 Addresses.pdf

Warrant deed for the subject property:



Select File

Copper Pointe - Deed of Trust 4125 S Florida.pdf  

Copper Pointe - Deed of Trust 4211 S Florida.pdf  

Signed Property Owner Acknowledgement (if applicable):

Select File

Copper Pointe Property Owner Acknowledgement.pdf  

Vicinity, map, showing the location of the subject property:

Select File

Copper Pointe\_A-0.01 Site Plan.pdf  

Please indicate # of Property Owners within 300 feet:


40

**Authorization**

Print applicant name:

Nate Heintzman

Applicant Signature:

signature.png 

Date:

11/09/2022

Permit Fees

Quantity	Fee	Description	Amount	Total
		Plan Check Fees:	0.00	0.00



A-1

Other Fees: 0.00

Total Fees: 0.00

 Payments



Date	Type	Reference	Note	Receipt #	Received From	Amount
						<b>Amount Paid:</b> 0.00
						<b>Balance Due:</b> 0.00

A-1

City of Caldwell Receipting Form  
Planning & Zoning, Engineering, and Fire Department

	Planning & Zoning		Engineering			Fire Department			Totals
<b>Comprehensive Plan Amendment</b>									
Map amendment	10260	\$							\$
Text Amendment	10270	\$							\$
<b>Annexation</b>									
Less than 2 acres	10240	\$		12550	\$		22025	\$	\$
More than 2 acres	10240	1	\$ 3,080.50	12550	1	\$ 472.05	22025	1	\$ 214.50
More than 20 acres	10240			12550			22025		\$
DeAnnexatin	10240	\$							\$
<b>Subdivision Plats</b>									
Preliminary Plat	10180	\$		12511	\$		22025	\$	\$
Short plat	10180	\$		12512	\$		22025	\$	\$
PUD w Subdivision	10210	\$		12513	\$		22025	\$	\$
PUD w/o Subdivision	10210	\$		12513	\$		22025	\$	\$
Final Plat	10180	\$		12512	\$		22025	\$	\$
Manufactured Home Park Prelim	10190	\$		12520	\$		22025	\$	\$
Manufactured Home Park Final	10190	\$		12520	\$		22025	\$	\$
Plat Amendment (Administrative)	10280	\$							\$
Plat Amendment (Public Hearing)	10280	\$							\$
Time Extension (Administrative)	10280	\$							\$
Time Extension (Public Hearing)	10280	\$							\$
<b>Zone Change</b>									
Less than 2 acres	10220	\$					22025	\$	\$
More than 2 acres	10220	\$					22025	\$	\$
<b>Special Use Permit</b>									
Less than 2 acres	10200	\$		12530	\$		22025	\$	\$
More than 2 acres	10200	1	\$ 2,173.00	12530	1	\$ 472.05	22025	1	\$ 97.90
More than 20 acres	10200	\$		12530	\$		22025	\$	\$
<b>Additional Fees</b>									
Appeals/ Amendments to Conditions	10290	\$							\$
Business Permits (No change in use)	11040	\$							\$
Business Permits (Change in use)	11040	\$							\$
Business Permits Renewal	11040	\$							\$
Certified Mailing	10340	\$							\$
Code Enforcement Admin. Fee	64240	\$							\$
Design Review - New Construction (Hearing Level)	10330	\$							\$
Design Review - Rennovations/Add.'s (Staff)	10330	\$							\$
Design Review - Building Maint. (Staff)	10330	\$							\$
Development Agreements	10335	\$							\$
Development Agreement Modification	10335	\$							\$
City Clerk FBI Background Check/Finger Print (\$33.25)	11031	\$							\$
Historic Preservation (Staff level)	11042	\$							\$
Historic Preservation (Hearing level)	11042	\$							\$
Lot Line Adjustments	10280	\$							\$
Lot Split	10280	\$							\$
Minor Land Use App. (Home Occupation, Temp. Use, Mobile Food Unit)	10216						22025	\$	\$
Minor Land Use App. Renewal (Home Occupation, Temp. Use, Mobile Food Unit)	10216	\$					22025	\$	\$
Minor Land Use App. (Admin. Deter. Dir. Appr.)	10216	\$							\$
Ordinance Text Amendment	10230	\$							\$
Outdoor Dining Permit	11040	\$							\$
Variance (Hearing Level)	10250	\$							\$
<b>Letter Verification</b>									
Certificate of Zoning Compliance Letter	10360	\$							\$
Legal Non-Conforming Use Letter	10360	\$							\$
Zoning Verification Letter	10360	\$							\$
<b>Documents - Copies</b>									
Audio Tape Duplication	10360								\$
Bike & Pedestrian Master Plan	10360	\$							\$
Comprehensive Plan	10360	\$							\$
Parks & Recreation Master Plan	10360	\$							\$
Subdivision Ordinances	10360	\$							\$
Treasure Valley Tree Selection Guide	10360	\$							\$
Xerox copies	1401	\$							\$
Zoning Ordinance	10360	\$							\$
			\$ 5,253.50		\$ 944.10		\$ 312.40		\$ 6,510.00
ANN22-000022, SUP22-000029									
Copper Pointe Sub							<b>GRAND TOTAL</b>		\$ 6,510.00

Pd. CK #6033

by Michael Nigh  
in person

# Glancey ♦ Rockwell & Associates

Architecture • Planning

Caldwell Planning & Zoning

Copper Pointe Multifamily Development Comprehensive Map Change Narrative

We are requesting a Comprehensive Plan modification for a density change from Medium Density Residential to High Density Residential.

Copper Pointe Multifamily utilizes project sites 4125(R27475000) & 4211(R27474000) S. Florida Ave at the intersection of Florida Ave and Ustick Rd. The requested change of density will be approximately 8.6 acres of land.

We believe this proposed change will complement the surrounding area due to the City of Caldwell's plans to add a roundabout at the intersection of S Florida Ave and E Ustick Rd. This is a similar plan to the nearby intersection of S Indiana Ave and E Ustick Rd to the west. This tells us that the city of Caldwell anticipates further growth in this area similar to the changes made at S Indiana and Ustick Rd intersection.

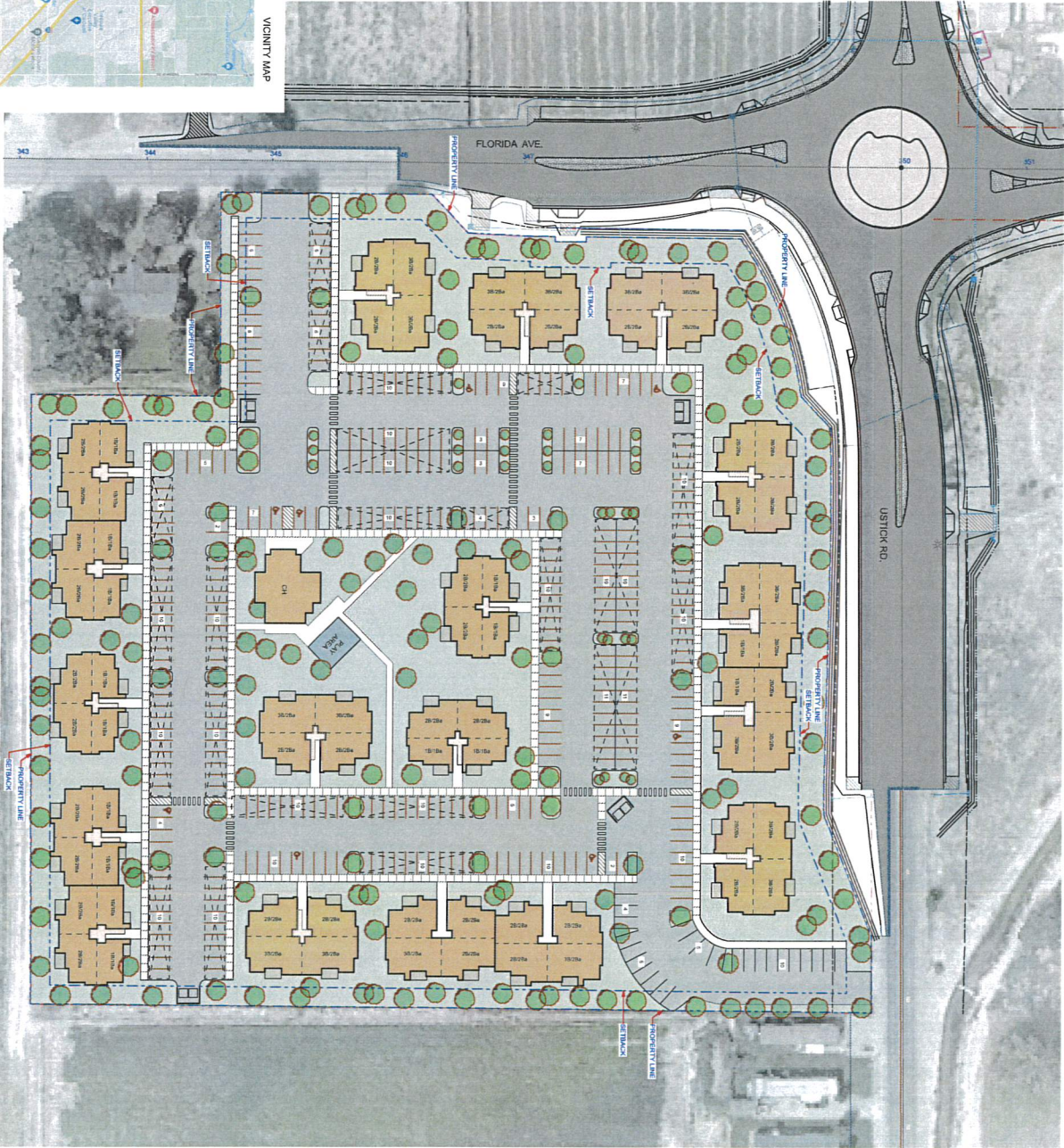
Thank you for your time and consideration,

Nate Heintzman  
Design Manager  
Glancey Rockwell & Associates

A-2



VICINITY MAP



Concept Site Plan  
SCALE: 1" = 40'



= Carport

**Development Data**  
 Land Area = ± 8,619  
 Proposed Zoning = R-3  
 Unit Count:  
 1 bd/1ba = 42  
 2 bd/2ba = 114  
 3 bd/2 ba = 80  
 Total = 215  
 Parking Count:  
 Accessible = 8  
 Carports = 227  
 Electric = 1  
 Open = 132  
 Total = 374  
 Parking Ratio = 1.84 spaces  
 per unit

<p><b>A-0.01</b></p>	<p><b>Copper Pointe</b>          Multifamily Development          Ustick Rd &amp; Florida Ave          Caldwell, ID, 83607</p>	<p><b>Glancey ♦ Rockwell &amp; Associates</b>          Architecture • Planning          1257 West River Street, suite 110   Boise, Idaho 83702          p. 208.345.0566 208.345.1718   e. office@rubaole.com</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="font-size: 8px;">MARK</th> <th style="font-size: 8px;">DATE</th> <th style="font-size: 8px;">DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	MARK	DATE	DESCRIPTION									
MARK	DATE	DESCRIPTION													
<p>COPYRIGHT 2022          DRAWN BY: NH          CHECKED BY: JG          SCALE: AS NOTED          DATE: 06/23/22          PROJECT NO: 22-028          SHEET TITLE: Site Plan</p>		<p> </p>													

A-3





**NEIGHBORHOOD MEETING FORM**  
City of Caldwell Planning and Zoning Department  
621 E. Cleveland Blvd., Caldwell, ID 83605  
Phone: (208) 455-3021

Start Time of Neighborhood Meeting: 6:55 pm

End Time of Neighborhood Meeting: 7:45 pm

**Those in attendance please print your name and address. If no one attended, Applicant please write across this form "No one attended."**

PRINTED NAME

ADDRESS, CITY, STATE, ZIP

- 1. \_\_\_\_\_
- 2. NO ONE ATTENDED
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_
- 9. \_\_\_\_\_
- 10. \_\_\_\_\_
- 11. \_\_\_\_\_
- 12. \_\_\_\_\_
- 13. \_\_\_\_\_
- 14. \_\_\_\_\_
- 15. \_\_\_\_\_
- 16. \_\_\_\_\_
- 17. \_\_\_\_\_
- 18. \_\_\_\_\_
- 19. \_\_\_\_\_

A-5

- 20. \_\_\_\_\_
- 21. \_\_\_\_\_
- 22. \_\_\_\_\_
- 23. \_\_\_\_\_
- 24. \_\_\_\_\_
- 25. \_\_\_\_\_

**Neighborhood Meeting Certification:**

Applicants shall conduct a neighborhood meeting for the following: special use permit applications; variance applications; annexation applications; planned unit development applications; preliminary plat applications that will be submitted in conjunction with an annexation, rezone or planned unit development application; and, rezone applications as per City of Caldwell Zoning Ordinance Section 10-03-12.

Description of the proposed project: Multi-Family DEVELOPMENT

Date of Round Table meeting: 4/7/22

Notice sent to neighbors on: August 17, 2022

Date & time of the neighborhood meeting: August 30<sup>th</sup> 2022 7:00 pm

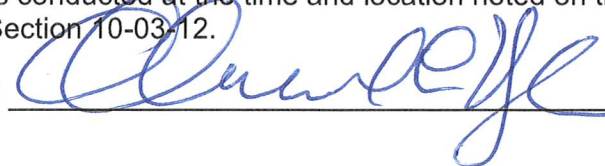
Location of the neighborhood meeting: 4125 S. FLORIDA AVE, CALDWELL

**Developer/Applicant:**

Name: Michael Nigh, Rockbury OB LLC

Address, City, State, Zip: 4253 W. LOVEGOOD AVE, Meridian ID 83646

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with City of Caldwell Zoning Ordinance Section 10-03-12.

DEVELOPER/APPLICANT SIGNATURE  DATE 8/30/22

# COPPER POINT DEVELOPMENT

## NEIGHBORHOOD MEETING



PLEASE JOIN US TO DISCUSS THE PROPOSED  
DEVELOPMENT PROJECT AT THE CORNER OF  
USTICK RD & S. FLORIDA AVE

WHEN: 7PM TUESDAY AUGUST 30, 2022

WHERE: 4215 S.FLORIDA AVE, CALDWELL

CONTACT: MICHAEL NIGH  
[myckey2u45@yahoo.com](mailto:myckey2u45@yahoo.com)  
(208) 407-6710

PARCEL_NO	OwnerName	Address	City	State	ZipCode
R27438112	MORRIS LARRY AND ROCKY FAMILY TRU	43010 LINDLEY RD	BAKER CITY	OR	97814
R27438	FRONTIER INVESTMENTS LLC	715 N MERIDIAN RD	MERIDIAN	ID	83642
R27474	ROCKBURY 88 LLC	904 MADRID AVE	TORRANCE	CA	90501
R27438116	THOMPSON WILLIAM D	4011 BISMARK AVE	CALDWELL	ID	83605
R27470	CORP OF PRESIDING BISHOP OF JESUS C	50 E NORTH TEMPLE STE 1200	SALT LAKE CITY	UT	84150
R27459	BARRON ISAIAS TORRES	3405 CENTRAL PARK ST	CALDWELL	ID	83605
R27452	ASHTREE LLC	40625 HANCOCK DR	HOMER	AK	99603
R27472	MIDWAY BIBLE MISSIONARY CH	3200 E USTICK RD	CALDWELL	ID	83605
R27438111	HAMILTON LEANNA	3914 OLYMPIA DR	CALDWELL	ID	83605
R27475	ROCKBURY 88 LLC	904 MADRID AVE	TORRANCE	CA	90501
R27438114	MORRIS GEORGE LARRY JR	3924 OLYMPIA DR	CALDWELL	ID	83605
R27471010	WHITE BEVERLY	5021 S MONTANA AVE	CALDWELL	ID	83607-8079
R27438117	KEYS TYSON K	4005 BISMARK AVE	CALDWELL	ID	83605
R27464	CARR RAYMOND A	4310 S FLORIDA AVE	CALDWELL	ID	83607
R27469010	CULLUM JASON	4222 S FLORIDA AVE	CALDWELL	ID	83607
R27471	WELCH MICHAEL D	1420 W CHRISTOPHER DR	MERIDIAN	ID	83642
R27438118	THOMAS DARRIUS D	3921 BISMARK AVE	CALDWELL	ID	83605
R27462	RIOS ARMANDO MADRID	4320 FLORIDA AVE	CALDWELL	ID	83607
R27456010	WITTENBORN JOE	2709 E USTICK RD	CALDWELL	ID	83605
R27469	SMART GERALD M	11432 131ST STREET CT E	PUYALLUP	WA	98374
R27455	WITTENBORN JOE	2709 E USTICK RD	CALDWELL	ID	83605
R27439	FIRST CHRISTIAN CHURCH OF CALDWELL	3207 E USTICK RD	CALDWELL	ID	83605
R27457	DAWSON BERNARD D	2721 E USTICK RD	CALDWELL	ID	83605
R27438140	LUNA-CISNEROS FRANCISCO	3914 BISMARK AVE	CALDWELL	ID	83605
R27458	WITTENBORN JOSEPH	2709 E USTICK RD	CALDWELL	ID	83605
R27473	ARNOLD PATRICIA	10380 EAGLE CREEK RD	LEAVENWORTH	WA	98826
R27438113	ARELLANO MARIA S	16715 MIDWAY RD	NAMPA	ID	83651
R27450	LUNA OSCAR C	3908 FLORIDA AVE	CALDWELL	ID	83605
R27469011	RAMIREZ CRISTOBAL	16116 GREENFIELD PL	CALDWELL	ID	83607
R27438109	GONZALEZ GERARDO	3908 OLYMPIA DR	CALDWELL	ID	83605
R27438119	MOLVIG MONTY	3917 BISMARK AVE	CALDWELL	ID	83605
R27438138	BORG EDDIE D	2115 RAY AVE	CALDWELL	ID	83605
R27438139	MC GARVIN JAMES M	3915 OLYMPIA DR	CALDWELL	ID	83605
R27438110	SHIRTS PAMELA K	3912 OLYMPIA DR	CALDWELL	ID	83605
R27438120	CARPENTER DAVID R	27130 WINGSETTER LN	PARMA	ID	83660
R27440	FIRST CHRISTIAN CHURCH OF CALDWELL	3207 E USTICK RD	CALDWELL	ID	83605
R27438115	GRAVEN CYNTHIA G	4004 BISMARK AVE	CALDWELL	ID	83605
R27449	HARWOOD GARY T	3918 S FLORIDA AVE	CALDWELL	ID	83605
R27456	WITTENBORN JOSEPH	2709 E USTICK RD	CALDWELL	ID	83605

**RECORDATION REQUESTED BY:**

BANK OF IDAHO  
OVERLAND BRANCH  
6981 W OVERLAND RD  
BOISE, ID 83709

**WHEN RECORDED MAIL TO:**

BANK OF IDAHO  
OVERLAND BRANCH  
6981 W OVERLAND RD  
BOISE, ID 83709

**SEND TAX NOTICES TO:**

ROCKBURY 88, L.L.C.  
12081 W HAVENCREST DR  
STAR, ID 83669

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**DEED OF TRUST**

**MAXIMUM LIEN.** The lien of this Deed of Trust shall not exceed at any one time \$512,500.00.

**THIS DEED OF TRUST** is dated June 16, 2022, among ROCKBURY 88, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY ("Grantor"); BANK OF IDAHO, whose address is OVERLAND BRANCH, 6981 W OVERLAND RD, BOISE, ID 83709 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and FIRST AMERICAN TITLE INSURANCE COMPANY, whose address is 2150 S BONITO WAY, STE 100, MERIDIAN, ID 83642 (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 all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in CANYON County, State of Idaho:

See SEE EXHIBIT "A" ATTACHED HERETO AND MADE PART HEREOF, 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 4125 S. FLORIDA AVE, CALDWELL, ID 83607.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations or repose, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable or extinguished, AND GRANTOR EXPRESSLY WAIVES ANY RIGHTS UNDER ANY APPLICABLE STATUTE OF LIMITATIONS OR REPOSE, INCLUDING BUT NOT LIMITED TO IDAHO CODE § 45-1512, ANY BENEFITS OF WHICH ARE HEREBY EXPRESSLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVED.

Grantor presently assigns to Lender (also known as Beneficiary in this 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 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.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Without otherwise limiting Grantor's covenants as provided herein, Grantor shall not without Lender's prior written consent, remove or permit the removal of sand, gravel or topsoil, or engage in borrow pit operations, or use or permit the use of the Property as a land fill or dump, or store, burn or bury or permit the storage, burning or burying of any material or product which may result in contamination of the Property or the groundwater or which may require the issuance of a permit by the Environmental Protection Agency or any state or local

A-6

government agency governing the issuance of hazardous or toxic waste permits, or request or permit a change in zoning or land use classification, or cut or remove or suffer the cutting or removal of any trees or timber from the Property.

At its sole cost and expense, Grantor shall comply with and shall cause all occupants of the Property to comply with all Environmental Laws with respect to the disposal of industrial refuse or waste, and/or the discharge, processing, manufacture, generation, treatment, removal, transportation, storage and handling of Hazardous Substances, and pay immediately when due the cost of removal of any such wastes or substances from, and keep the Property free of any lien imposed pursuant to such laws, rules, regulations and orders.

Grantor shall not install or permit to be installed in or on the Property, friable asbestos or any substance containing asbestos and deemed hazardous by federal, state or local laws, rules, regulations or orders respecting such material. Grantor shall further not install or permit the installation of any machinery, equipment or fixtures containing polychlorinated biphenyls (PCBs) on or in the Property. With respect to any such material or materials currently present in or on the Property, Grantor shall promptly comply with all applicable Environmental Laws regarding the safe removal thereof, at Grantor's expense.

Grantor shall indemnify and defend Lender and hold Lender harmless from and against all loss, cost, damage and expense (including, without limitation, attorneys' fees and costs incurred in the investigation, defense and settlement of claims) that Lender may incur as a result of or in connection with the assertion against Lender of any claim relating to the presence or removal of any Hazardous Substance, or compliance with any Environmental Law. No notice from any governmental body has ever been served upon Grantor or, to Grantor's knowledge after due inquiry, upon any prior owner of the Property, claiming a violation of or under any Environmental Law or concerning the environmental state, condition or quality of the Property, or the use thereof, or requiring or calling attention to the need for any work, repairs, construction, removal, cleanup, alterations, demolition, renovation or installation on, or in connection with, the Property in order to comply with any Environmental Law; and upon receipt of any such notice, Grantor shall take any and all steps, and shall perform any and all actions necessary or appropriate to comply with the same, at Grantor's expense. In the event Grantor fails to do so, Lender may declare this Deed of Trust to be in default.

**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, soil, 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 purposes 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 a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. All policies shall provide that the policies shall not be invalidated by any waiver of the right of subrogation by any insured and shall provide that the carrier shall have no right to be subrogated to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both

A-6

DEED OF TRUST  
(Continued)

Loan No: 10002606

Page 3

acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's sale or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Notice of Proceedings.** Grantor shall immediately notify Lender in writing should all or any part of the Property become subject to any condemnation or expropriation proceedings or other similar proceedings, including without limitation, any condemnation, confiscation, eminent domain, inverse condemnation or temporary requisition or taking of the mortgaged Property, or any part or parts of the Property. Grantor further agrees to promptly take such steps as may be necessary and proper within Lender's sole judgment and at Grantor's expense, to defend any such condemnation or expropriation proceedings and obtain the proceeds derived from such proceedings. Grantor shall not agree to any settlement or compromise or any condemnation or expropriation claim without Lender's prior written consent.

**Lender's Participation.** Lender may, at Lender's sole option, elect to participate in any such condemnation or expropriation proceedings and be represented by counsel of Lender's choice. Grantor agrees to provide Lender with such documentation as Lender may request to permit Lender to so participate and to reimburse Lender for Lender's costs associated with Lender's participation, including Lender's reasonable attorneys' fees.

**Conduct of Proceedings.** If Grantor fails to defend any such condemnation or expropriation proceedings to Lender's satisfaction, Lender may undertake the defense of such a proceeding for and on behalf of Grantor. To this end, Grantor irrevocably appoints Lender as Grantor's agent and attorney-in-fact, such agency being coupled with an interest, to bring, defend, adjudicate, settle, or otherwise compromise such condemnation or expropriation claims; it being understood, however, that, unless one or more Events of Default (other than the condemnation or expropriation of the Property) then exists under this Deed of Trust, Lender will not agree to any final settlement or compromise of any such condemnation or expropriation claim without Grantor's prior approval, which approval shall not be unreasonably withheld.

**Application of Net Proceeds.** Lender shall have the right to receive all proceeds derived or to be derived from the condemnation, expropriation, confiscation, eminent domain, inverse condemnation, or any permanent or temporary requisition or taking of the Property, or any part or parts of the Property ("condemnation proceeds"). In the event that Grantor should receive any such condemnation proceeds, Grantor agrees to immediately turn over and to pay such proceeds to Lender. All condemnation proceeds, which are received by, or which are payable to either Grantor or Lender, shall be applied, at Lender's sole option and discretion, and in such manner as Lender may determine (after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Grantor and/or Lender), for the purpose of: (a) replacing or restoring the condemned, expropriated, confiscated, or taken Property; or (b) reducing the then outstanding balance of the indebtedness, together with interest thereon, with such payments being applied in the manner provided in this Deed of Trust. Lender's receipt of such condemnation proceeds and the application of such proceeds as provided in this Deed of Trust shall not affect the lien of this Deed of Trust.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and

A-6

DEED OF TRUST  
(Continued)

Loan No: 10002606

Page 4

Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf, or made by Guarantor, or any other guarantor, endorser, surety, or accommodation party, under this Deed of Trust or the Related Documents in connection with the obtaining of the indebtedness evidenced by the Note or any security document directly or indirectly securing repayment of the Note is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Execution; Attachment.** Any execution or attachment is levied against the Property, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

**Change in Zoning or Public Restriction.** Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of the Property such that the present or intended use of the Property, as specified in the Related Documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed.

**Default Under Other Lien Documents.** A default occurs under any other mortgage, deed of trust or security agreement covering all or any portion of the Property.

**Judgment.** Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment for the payment of money involving more than ten thousand dollars (\$10,000.00) against Grantor and the failure by Grantor to discharge the same, or cause it to be discharged, or bonded off to Lender's satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor, or any other guarantor, endorser, surety, or accommodation party of any of the indebtedness or any Guarantor, or any other guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

A-6



**Right to Cure.** If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Notice of Default.** In the Event of Default Lender shall execute or cause the Trustee to execute a written notice of such default and of Lender's election to cause the Property to be sold to satisfy the Indebtedness, and shall cause such notice to be recorded in the office of the recorder of each county wherein the Real Property, or any part thereof, is situated.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Notice of sale having been given as then required by law, and not less than the time required by law having elapsed, Trustee, without demand on Grantor, shall sell the property at the time and place fixed by it in the notice of sale at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser his or her deed conveying the Property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness of such matters or facts. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable attorneys' fees, including those in connection with the sale, Trustee shall apply proceeds of sale to payment of (a) all sums expended under this Deed of Trust, not then repaid with interest thereon as provided in this Deed of Trust; (b) all Indebtedness secured hereby; and (c) the remainder, if any, to the person or persons legally entitled thereto.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of CANYON County, State of Idaho. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of

A-6

foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Idaho.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of ADA County, State of Idaho.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Non-Liability of Lender.** The relationship between Grantor and Lender created by this Deed of Trust is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Grantor. Grantor is exercising Grantor's own judgment with respect to Grantor's business. All information supplied to Lender is for Lender's protection only and no other party is entitled to rely on such information. There is no duty for Lender to review, inspect, supervise or inform Grantor of any matter with respect to Grantor's business. Lender and Grantor intend that Lender may reasonably rely on all information supplied by Grantor to Lender, together with all representations and warranties given by Grantor to Lender, without investigation or confirmation by Lender and that any investigation or failure to investigate will not diminish Lender's right to so rely.

**Sole Discretion of Lender.** Whenever Lender's consent or approval is required under this Deed of Trust, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Lender and Lender's decision shall be final and conclusive.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means BANK OF IDAHO, and its successors and assigns.

**Borrower.** The word "Borrower" means ROCKBURY 88, L.L.C. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean individually, collectively, and interchangeably any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Grantor.** The word "Grantor" means ROCKBURY 88, L.L.C..

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness, and, in each case, the successors, assigns, heirs, personal representatives, executors and administrators of any guarantor, surety, or accommodation party.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor, or any other guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or

A-6

Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means BANK OF IDAHO, its successors and assigns.

Note. The word "Note" means the promissory note dated June 16, 2022, in the original principal amount of \$1,025,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

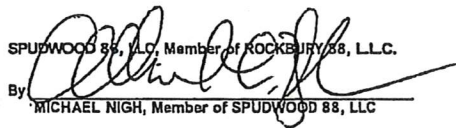
Trustee. The word "Trustee" means FIRST AMERICAN TITLE INSURANCE COMPANY, whose address is 2150 S BONITO WAY, STE 100, MERIDIAN, ID 83642 and any substitute or successor trustees.


GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

ROCKBURY 88, L.L.C.

SPUDWOOD 88, LLC, Member of ROCKBURY 88, L.L.C.

By:  MICHAEL NIGH, Member of SPUDWOOD 88, LLC

By:  JENNIFER NIGH, Member of SPUDWOOD 88, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

This record was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by MICHAEL NIGH, Member of SPUDWOOD 88, LLC, Member of ROCKBURY 88, L.L.C., an Idaho Limited Liability Company and JENNIFER NIGH, Member of SPUDWOOD 88, LLC, Member of ROCKBURY 88, L.L.C., an Idaho Limited Liability Company, and ROCKBURY 88, L.L.C., an Idaho Limited Liability Company, is the maker of the foregoing record.

Notary Public In and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: \_\_\_\_\_ Beneficiary: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

A-6



















# Property Owner Acknowledgement

I, Michael L Night, the record owner for real property addressed as 4125 + 4211 Florida Ave, Caldwell ID, am aware of, in agreement with, and give my permission to Glennys Rockwell Architects, to submit the accompanying application(s) pertaining to that property.

1. I agree to indemnify, defend and hold the City of Caldwell and its employees harmless from any claim or liability resulting from any dispute as to the statement(s) contained herein or as to the ownership of the property which is the subject of the application(s).
2. I hereby grant permission to City of Caldwell staff to enter the subject property for the purpose of site inspection(s) related to processing said application(s).

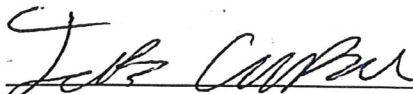
Dated this 17th day of October, 2022

  
(Signature)

## CERTIFICATE OF VERIFICATION

STATE OF IDAHO )  
County of Ada ) ss.  
~~Canyon~~ )

I, Jacob Campbell, a Notary Public, do hereby certify that on this 17th day of October, 2022, personally appeared before me Michael L Night, known or identified to me to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that she signed the foregoing document, and that the statements therein contained are true.

  
NOTARY PUBLIC FOR IDAHO  
Residing at 6700 N Linder rd, Ste 156  
My Commission Expires 7/15/27



Metes and bounds legal description.

**SURVEYOR PROPERTY DESCRIPTION**

**LEGAL DESCRIPTION**

A parcel of land in a portion of Lots 5 and 6, Block 4 of the Upland Park Addition, according to the official plat thereof, filed in Book 2 of Plats at Page 28, records of Canyon County, Idaho. Situate in Government Lot 2 of Section 2, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

COMMENCING at the North 1/4 Corner of Section 2 as shown on Corner Record 200463704, from which the Northeast Corner of Section 2 as shown on Corner Record 2017-024048 bears, North 89°38'38" East, 2,657.26 feet; thence North 89°38'38" East, 664.32 feet; thence South 00°31'19" West, 56.01 feet to the southerly right of way for E. Ustick Rd, monumented with a set 5/8-inch pin with cap "PLS8575" and the POINT OF BEGINNING;

Thence along the easterly boundary of lots 5 and 6, South 00°31'20" East, 635.49 feet to the southeast corner of lot 5, monumented by a found 1/2-inch pin with cap "PLS9365";

Thence along the southerly boundary of lot 5, South 89°39'45" West, 504.33 feet to a set 5/8-inch pin with cap "PLS8575";

Thence North 00°31'30" East, 150.02 feet to a set 5/8-inch pin with cap "PLS8575";

Thence South 89°39'45" West, 135.02 feet to the easterly right-of-way for S. Florida Ave. monumented by a set 5/8-inch pin with cap "PLS8575";

Then along said right-of-way, the following four (4) courses and distances:

Thence North 00°31'30" East, 195.63 feet to a set 5/8-inch pin with cap "PLS8575";

Thence North 89°39'12" East, 16.37 feet to a set 5/8-inch pin with cap "PLS8575";

Thence North 10°23'24" East, 50.29 feet to a set 5/8-inch pin with cap "PLS8575";

Thence North 00°31'30" East, 171.76 feet to the southerly right-of-way for E. Ustick Rd monumented by a set 5/8-inch pin with cap "PLS8575";

Then along said right-of-way, the following six (6) courses and distances:

Thence along a non-tangent curve to the right 136.68 feet, concave southeasterly, a radius of 285.01, a central angle of 27°28'41", and a long chord which bears North 67°47'55"E, 135.38 feet to a set 5/8-inch pin with cap "PLS8575";

Thence North 08°27'56" West, 20.03 feet to a set 5/8-inch pin with cap "PLS8575";

Thence along a non-tangent curve to the right 62.34 feet, concave southeasterly, a radius of 456.02, a central angle of 07°49'57", and a long chord which bears North 85°43'39"E, 62.29 feet

Thence North 89°38'38" East, 50.44 feet; to a set 5/8-inch pin with cap "PLS8575";

Thence South 88°40'17" East, 204.09 feet to a set 5/8-inch pin with cap "PLS8575";

Thence North 89°38'38" East, 175.97 feet to the POINT OF BEGINNING.

Containing 8.619 acres, more or less

A-10