

COPY

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AUG 14 2007

DEPARTMENT OF
WATER RESOURCES

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

Case No. 39576

A. Subcase 63-31194B

(Insert water right number
From the Objection Form)

STANDARD FORM 2
RESPONSE TO OBJECTION

Please print or type the following information:

B. NAME AND ADDRESS OF PERSON RESPONDING

Name: Sundance Investments Ltd. Partnership

Address: 9100 W. Blackeagle Drive

Boise, ID 83709

Daytime Phone: _____

Name & Address of Attorney, if any:

Richard W. Stover

Eberle, Berlin, Kading, Turnbow & McKlveen,
Chartered

P.O. Box 1368

Boise, ID 83701-1368

C. NAME AND ADDRESS OF PERSON WHO FILED THE OBJECTION TO
WHICH YOU ARE RESPONDING

Name: L. Darwin McKay

Address: 6100 S. Eagle Road

Meridian, ID 83642

D. I am responding to the objections to the following elements. (Please check the appropriate box(es)).

1. ☒ Name and Address
2. ☒ Source
3. ☒ Quantity
4. ☒ Priority Date
5. ☒ Point(s) of Diversion
6. ☐ Instream Flow Description
7. ☒ Purpose(s) of Use
8. ☒ Period of Year
9. ☒ Place of Use
11. Recommendation

☒ This water right should not exist.

☐ This water right was not recommended, but should be recommended with the elements described above.

*Please see attached explanation and documentation in support of response, incorporated herein by reference.

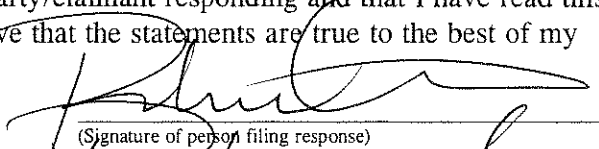
E. **VERIFICATION** (Must be Completed)

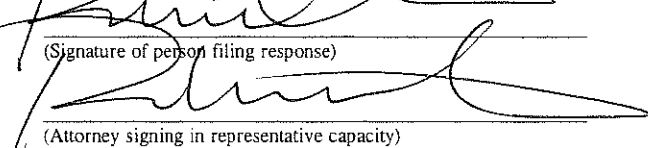
State of Idaho)
)ss.

County of Ada)

Richard W. Stover, duly sworn, upon oath, deposes and says:
(Name of person filing response)

That I am the party/claimant filing this response as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant responding and that I have read this response, know its contents and believe that the statements are true to the best of my knowledge.


(Signature of person filing response)


(Attorney signing in representative capacity)

Richard W. Stover

Subscribed and sworn to before me on: _____

Notary Public for _____

Residing at: _____

My Commission Expires: _____

INSTRUCTIONS FOR MAILING

You must mail the response, including all attachments, to the Clerk of the Court. **FAX filings will not be accepted.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

F. CERTIFICATE OF MAILING

I certify that on August 13, ²⁰⁰⁷~~199~~, I mailed the original and copies of this response, including all attachments, to the following persons:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

2. One copy to the claimant of the water right at the following address:

Name: Sundance Investments Ltd. Partnership
Address: 9100 W. Blackeage Drive, Boise, Idaho 83709

3. One copy to the party who filed the objection at the following address:

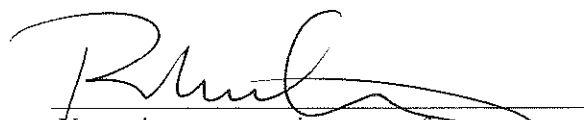
Name: L. Darwin McKay
Address: 6100 S. Eagle Road, Meridian, Idaho 83642

4. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

United States Department of Justice
Environment & Natural Resource Division
550 West Fort Street, MSC 033
Boise, ID 83724

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
PO Box 44449
Boise, ID 83711-4449


Your signature or signature of attorney
mailing on your behalf

EXPLANATION AND DOCUMENTATION IN SUPPORT OF RESPONSE
Subcase # 63-31194B

Enclosed for consideration are the following Exhibits:

1. Exhibit "A" – Marketing information from Thornton Oliver Keller, dated September 18, 2000, with respect to the subject property;
2. Exhibit "B" – Purchase and Sale Agreement, dated January 9, 2003, with respect to the subject property, which includes as an exhibit thereto a fully executed copy of the Co-Tenancy Agreement. Please note L. Darwin McKay's signature;
3. Exhibit "C" – Action by Cotenants, executed by each co-tenant, approving the Purchase and Sale Agreement. Please note L. Darwin McKay's signature;
4. Exhibit "D" – Quitclaim Deeds (4), dated February 25, 2003, conveying the subject property from L. Darwin McKay to The Turf Corporation, together with their appurtenances;
5. Exhibit "E" – Warranty Deeds (2), dated February 25, 2003, conveying the subject property from The Turf Corporation to Sundance Investments Limited Partnership, together with their appurtenances;
6. Exhibit "F" – Quitclaim Deeds (2), dated February 25, 2003, conveying the subject property from The Turf Corporation to Sundance Investments Limited Partnership, together with their appurtenances; and
7. Exhibit "G" – Quitclaim Deeds (2), dated February 24, 2003, conveying the subject property from L. Darwin McKay and Patricia E. McKay to Sundance Investments Limited Partnership, together with their appurtenances.

A review of these exhibits establishes that as early as September 2000, the real property to which water right no. 63-31194B is appurtenant was marketed for sale. Water right no. 63-31194B is specifically referenced on two occasions in that marketing material as being included with the sale of the real property. Thereafter, on January 9, 2003, Sundance Investments Limited Partnership ("Sundance") entered into a Purchase and Sale Agreement ("Agreement"), which provided as follows:

1. PROPERTY TO BE PURCHASED. Buyer agrees to purchase, and Seller agrees to sell, the Property, together with all easement rights, mineral rights, other appurtenances, water and water rights appurtenant to or used on the Property and all shares, certificates, and other documents evidencing such water rights.

(See, Exhibit "B" at p. 1) (emphasis added).

Each and every co-tenant holding an interest in the subject real property, including L. Darwin McKay, approved the Agreement to sell the subject property with all water rights appurtenant to or used on the property. Specifically, the Agreement was executed by Sundance and "Jack Miller, on behalf of the Co-Tenants and in accordance with the Co-Tenancy Agreement ..." (See, Exhibit "B" at p. 5). The Co-Tenancy Agreement, which is attached as an exhibit to Exhibit "B," was executed by every person holding an interest in the subject property, including L. Darwin McKay. The Co-Tenancy Agreement, provides: "Only with the prior written consent of a Super Majority of the Cotenants, shall Jack E. Miller have authority to take any actions with respect to the sale of the Property ..." (See, Exhibit "B" of Exhibit "B" at p. 3). Exhibit "C" is proof that a super majority approved the Agreement; in fact, the Exhibit "C" establishes unanimous approval by the co-tenants, including L. Darwin McKay.

Exhibits "D" through "G" are all of the deeds conveying the subject property, together with appurtenances, from L. Darwin McKay to Sundance. It should be noted that Mr. McKay executed ten (10) deeds to accomplish the conveyance of the subject property to Sundance. Each and every one of the deeds specifically states that appurtenances are included with the conveyance, and none of the deeds specifically excludes water right no. 63-31194B from the conveyance.

Throughout the course of the above-described transaction, exclusion of water right no. 63-31194B from the sale was never discussed and there is absolutely no writing memorializing the exclusion of that water right from the sale. Sundance first learned that Mr. McKay wants to retain the water right on September 2, 2004, when Mr. McKay's attorneys wrote IDWR in response to the Notice of Change in Water Right Ownership filed by Sundance. Moreover, Mr. McKay signed all the documents related to the transfer of the subject property and the water right – the Co-Tenancy Agreement, the Action by Cotenants, and ten (10) deeds – and he never mentioned that he wanted to exclude the water right. Simply stated, Mr. McKay had ten (10) opportunities to exclude the water right by changing the terms of the deeds, but he did not. It is only now, after the fact, that Mr. McKay asserts his claim of ownership.

In light of the foregoing, it is clear that pursuant to Idaho law, water right no. 63-31194B should be decreed in the name of Sundance. Specifically, Idaho law clearly provides that a deed to real property that includes the provision “together with appurtenances” operates to convey the real property AND the water rights appurtenant to the property at the time of the conveyance, unless the water right is “specifically reserved in the deed or it could be clearly shown that it was known to BOTH parties that the water right was not intended to be conveyed,” *Russell v. Irish*, 20 Idaho 194, 118 P. 501 (1911) (emphasis added); see also *Koon v. Empey*, 40 Idaho 6, 231 P. 1097 (1924).

In fact, the Idaho Supreme Court very recently stated the rule in Idaho, to wit: “Unless they are expressly reserved in the deed or it is clearly shown that the parties intended that the grantor would reserve them, appurtenant water rights pass with the land even though they are not mentioned in the deed ...” *Joyce Livestock Co. v. United States*,

144 Idaho 1, 156 P.3d 502, 515 (2007). Thus, there are only two relevant inquiries necessary to decide this matter: 1) was water right no. 63-31194B “expressly reserved in the deed”; or 2) is it “clearly shown” that both parties intended water right no. 63-31194B to be excluded from the sale. The answer to both inquiries is “NO.” Obviously, the water right is not expressly reserved in any of the ten (10) deeds conveying the property, and there is absolutely no evidence, let alone clear evidence, that any of the parties involved in the sale intended to excluded the water right. It is only now, years after the fact, that Mr. McKay unilaterally is attempting to create a cloud on Sundance’s title to the land and the water right.

In light of the foregoing water right no. 63-31194B should be decreed in the name of Sundance. Finally, because this dispute originates from a commercial transaction, Sundance hereby requests an award of attorneys fees pursuant to Idaho Code § 12-120. An award of attorneys fees is likewise requested pursuant to Idaho Code §§ 12-121 and 12-123.

Memorandum:

To: Roger Anderson, Sundance Company
From: Mike Ballantyne, Thornton Oliver Keller
Re: Overland Road Property
Date: September 18, 2000

*Make file
SDAC
Ballantyne
"overland road"*

For your reference I have outlined the pertinent information on the property below.
Please let me know what additional information may be necessary.

OWNER: Fee simple title rests with James H. and Mary Ballantyne and Bruce & Marjorie A. Pickett. In 11/17/78, the property was sold under a contract of sale to the TCM Joint Venture. Under a contract of sale the deed transferring ownership is not recorded until the note is paid. The buyer recently made the final payment to pay off the entire note. I am unsure if the escrow has been completely closed out.

LOCATION/SIZE: The property sits on the south side of Overland Road, approximately 1300 feet east of the intersection of Eagle Road (Idaho Hwy. 55) and Overland Road. The property was a total of 80 acres to the centerline of Overland Road. There is a 25 foot right-of-way along Overland Road. The property has 1320 of frontage on Overland and is 2640 deep (including right-of-way). The net acreage lost to the right-of-way is .76 (33,000 SF). In addition, the owner has sold approximately 3 acres to the Ada County Highway District for use as a water retention area. This area will be developed when Overland Road is improved. The net developable site is 76.24 acres. The site is level and is dissected by the Eight Mile Drain.

PRICE: The total price is [REDACTED] SF. Assuming 76.24 acres the price would be approximately \$ [REDACTED]

ZONING: The site is currently zoned RT (Rural Transitional) in Ada County. The site falls within the City of Meridian Impact Area. The City's old comprehensive plan calls for the parcel to have mixed residential and commercial uses. However, City staff has indicated that the comp. plan does not take into account the current development trends along Eagle Road. The City Planning Director has indicated that the entire site should be developed as a more intensive use. She has no opposition to commercial development. Accordingly, the city has designated the entire site to be commercial on the new draft comprehensive plan.

TRANSPORTATION: The site lies approximately 1/2 mile to the south of the Eagle Road U.S. Interstate 84 Interchange. Eagle Road is designated as Idaho State Hwy 55.

Brokerage - Management

250 South Fifth Street, Second Floor Boise, Idaho 83702 Phone 208-378-4600 Fax 208-947-0869 www.thorntonoliverkeller.com



Individual
Members



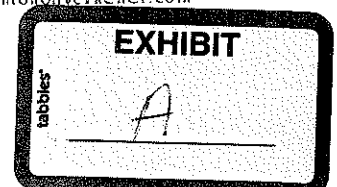
Individual
Members



Individual
Members



Individual
Members



*JH Ballantyne Jr.
10250 Whispering
Cuts Dr
Boise, ID
375-1966*

Overland Road is currently a two lane rural street section from Five Mile Road to the west. East of Five Mile Road, Overland is a five lane arterial. Overland Road, from Eagle Road east is designated under the ACHD plan as an Arterial. The road will be widened from 2 lanes to 5 lanes under ACHD's plan. There is no specific timetable for this widening. When the road is widened the Highway District will take an additional 23 feet from the subject property for a total of a 98 foot street section. ACHD will compensate the landowner for that taking. The owner would be required to install a sidewalk at the edge of the proposed right-of-way, at the time of development of the site. Overland Road from Eagle Road west is designated to be a three lane road with two bicycle lanes. This is a funded project currently scheduled for FY 2004.

ELECTRICITY: The site is served by a rural residential power grid provided by Idaho Power. The substation for this site is located less than 1.5 miles to the northeast at the intersection of Cloverdale and Franklin Roads. Depending on the power requirement, Idaho Power can provide power in two ways; 1.) Extend upgraded lines from the substation south along Cloverdale Road and west along Overland. 2.) Extend the major transmission lines from the substation to the site and install a dedicated substation on the site for the exclusive use of Micron.

NATURAL GAS: The site is serviced by two nearby gas mains operated by Intermountain Gas. There is a gas main in Overland Road and a second gas main running south on Eagle Road to a point approximately 200 feet south of Victory Road.

SEWER: The City of Meridian recently extended an 18" sewer main line under Interstate 84. The main line was extended to Overland Road approximately ¼ mile west of the intersection of Overland and Eagle Roads. The line will need to be extended to the east approximately ½ mile to the subject property. The property owner is working with a civil engineer to extend the line. The cost will be approximately \$200,000 to extend this line. There is a latecomer's agreement in place for the extension under the freeway. The cost of this agreement to the property owner is approximately \$50,000.

WATER: A water main line was extended with the above-mentioned sewer extension. It will loop with an existing mainline on Overland Road. Water service must be extended with the sewer extension to the site.

IRRIGATION: The site lies within the Nampa Meridian Irrigation District and holds water rights under the district. In addition, there is a beneficial use water right in the name of Darwin McKay, part of the TCM Joint Venture. This water right allows the owner to draw water from the underground aquifer for agricultural purposes. The site has a 500 gpm well to do this. The well has a 10" casing and goes to an aquifer 160' below the surface.

ENVIRONMENTAL: The site has never been the subject of an Environmental Site Assessment. It is not listed as a Superfund site nor has there been a documented release

on the site. The site has been used only for agricultural purposes and the Owner knows of no environmental issues related to the site.

SURVEY: The owner has ordered a topographic and boundary survey of the property which we should have in a few weeks.

FLOOD PLAIN: The site does not lie within a flood plain or floodway as defined by the U.S. Army Corps of Engineers.

I have attached a copy of the ACHD Five Year Work Program for the Overland Road area as well as a copy of a Commitment to Insure from Pioneer Title which addresses title issues for the property.

Please give me a call if I can answer any further questions. I can be reached directly at 947-0831.

Thanks

LAND - EAGLE RD. & OVERLAND RD.

Flat Map



ALSO
AVAILABLE

SITE



250 South 5th
Second Floor
CW Moore Plaza
Boise, Id 83702

208.378.4600
FAX 208.947.0869

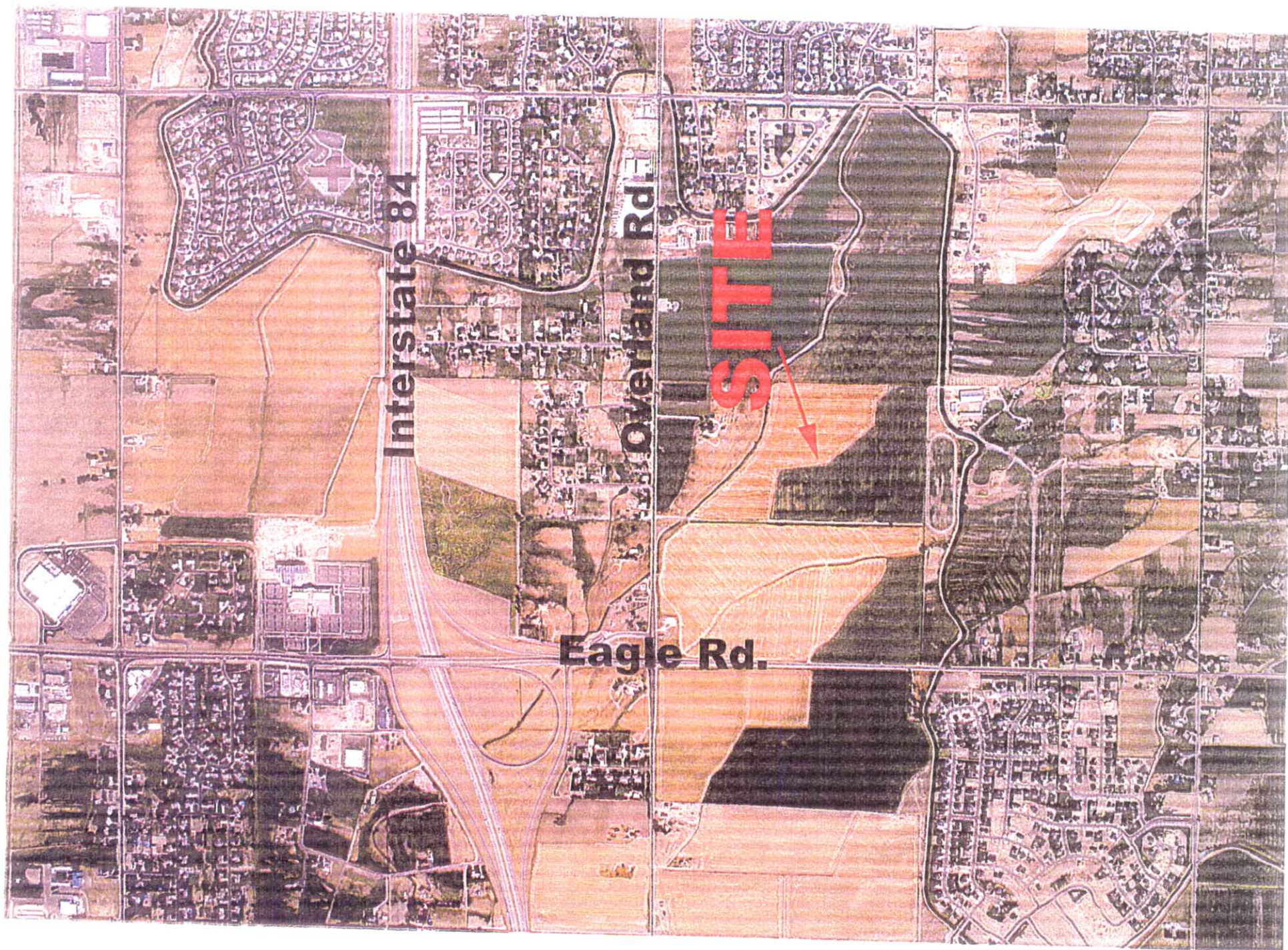
The information above has been obtained from sources believed reliable. While we do not doubt its accuracy, we have not verified it and make no guarantee, warranty, or representation about it. It is your responsibility to confirm its accuracy and completeness. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. The value of this transaction to you depends on other factors which should be evaluated after careful investigation by your advisors.

EAGLE & OVERLAND

THORNTON OLIVER KELLER

COMMERCIAL REAL ESTATE

www.tokre.com



Interstate 84

Overland Rd.

Eagle Rd.

SITE

SITE MAP:

Franklin Rd.

Interstate 84

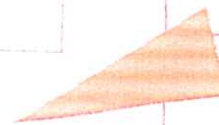
Overland

Locust Grove

Eagle Rd.

Cloverdale

SITE



AVAILABLE

COMMERCIAL LAND

VACANT LAND

SEC Eagle & Overland

DISTRICT: West Boise
CONTACT: Mike Ballantyne
CCIM
PHONE: (208) 378-4600
FAX: (208) 947-0869
EMAIL: mjb@tokre.com

GENERAL INFORMATION

Date Available: Immediately
Offered For: Sale
Appx. Size: +/- 76.24 Acres
Sub-District: Meridian
Zoning: RT - Rural Transitional
Utilities: At or near site
Sale Price: \$

AVAILABLE LAND

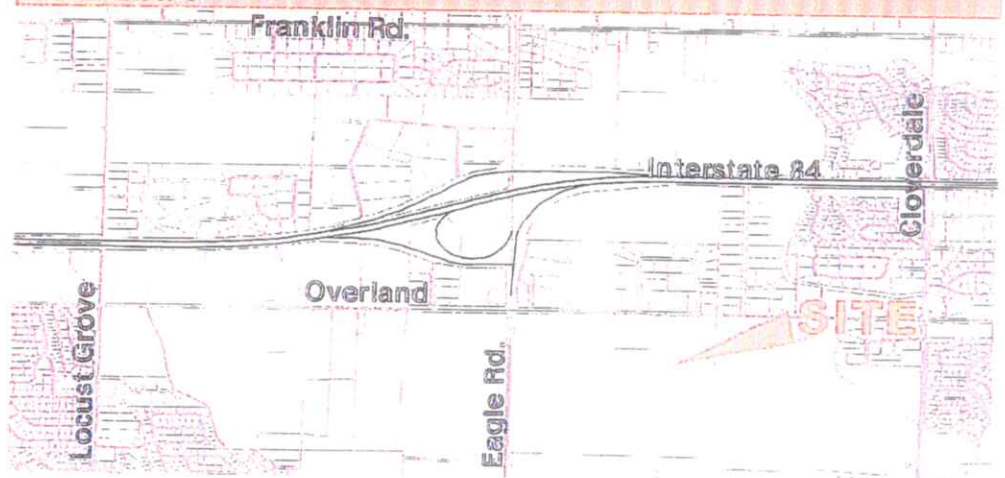
ACRES:	PRICE/SF
76.24	



LISTING COMMENTS

- Over 1300 feet of frontage on Overland Road.
- Central valley location with excellent freeway access.
- 500 gal/minute well on site.
- Adjacent 80 acres also available.

SITE MAP:



THORNTON OLIVER KELLER

COMMERCIAL REAL ESTATE

250 South 5th Second Floor CW Moore Plaza

Boise, Idaho 83702

Phone (208) 378-4600 Fax (208) 947-0869

www.tokre.com

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made and entered into effective as of the 9th day of January, 2003, by and between Sundance Investments Limited Partnership, an Idaho limited partnership, or its assigns ("Buyer"), and Miller Family Trust as to a 10% undivided interest, Christopher J. Kepus as to a 10% undivided interest, Alfred W. Sturr as to a 10% undivided interest, Richard Lavender as to a 10% undivided interest, Loyal A. and Irene Mehrhoff Trust as to a 10% undivided interest, Fred Nakaji as to a 10% undivided interest, Mary Ballantyne and Estate of James H. Ballantyne as to a 10% undivided interest, Bruce R. Pickett as to a 10% undivided interest, L. Darwin McKay as to a 2.5% undivided interest, Donna McKay as to a 2.5% undivided interest, Fred Delgadillo, Sr. as to a 5% undivided interest, Bob Delgadillo as to a 5% undivided interest, and Fred Delgadillo, Jr. as to a 5% undivided interest (collectively, "Seller").

Recitals

A. Seller owns as tenants-in-common that certain property depicted on Exhibit A, attached hereto and made a part hereof, (the "Property"), consisting of approximately 78.39 acres.

B. Buyer desires to purchase, and Seller desires to sell, the Property according to the terms and conditions set forth below.

Agreement

NOW, THEREFORE, in consideration of the recitals, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, it is agreed by and between the parties as follows:

1. **PROPERTY TO BE PURCHASED.** Buyer agrees to purchase, and Seller agrees to sell, the Property, together with all easement rights, mineral rights, other appurtenances, water and water rights appurtenant to or used on the Property and all shares, certificates, and other documents evidencing such water rights.

2. **PRICE; EARNEST MONEY NOTE.** The purchase price for the Property is ~~_____~~ (the "Purchase Price"). The Purchase Price shall be payable through escrow as follows:

a. **Deposit.** By no later than January 13, 2003, Buyer shall deposit Fifty Thousand Dollars (\$50,000) (Earnest Money), to be held for the benefit of Seller. If Buyer elects to not purchase the Property in accordance with the terms and conditions of this Agreement, the Earnest Money shall be released to Buyer.

b. **Cash at Closing.** At Closing, the Earnest Money shall be released to Buyer, and Buyer shall pay the Purchase Price, as adjusted pursuant to this Agreement, to Seller in cash.



3. TITLE COMPANY/CLOSING AGENCY AND CLOSING FEES. The parties agree that Pioneer Title Company of Ada County (the "Title Company") shall provide any required title policy and preliminary report or commitment. Each party agrees to pay one-half of the Closing Agency's fee and any recording costs.

4. TITLE INSURANCE. Seller shall provide and pay for an ALTA Owner's Standard Coverage Title Policy insuring the Buyer for the amount of the Purchase Price. Buyer shall obtain from the Title Company a preliminary title report or commitment together with copies of all underlying documents giving rise to any exceptions listed therein. Buyer shall have ten (10) days from the date this Agreement is executed by Buyer and Seller to object, by written notice to Seller, to the condition of title as set forth in the report. In the event Buyer makes written objection to any exception to title, Seller shall have a reasonable time, not to exceed five (5) days, to remove any such objected to exception or provide affirmative title insurance coverage. If Seller cannot remove, or is unwilling to remove, such objected to exceptions or provide affirmative title insurance coverage for the same, Buyer may elect to either terminate this Agreement or proceed to closing, taking title subject to such exceptions. If Buyer does not object prior to the conclusion of the ten (10) day period, Buyer shall be deemed to have accepted the condition of the title. In the event Buyer elects to terminate this Agreement as provided herein, the Earnest Money shall be released to Buyer and Buyer shall pay the costs for the Title Company's preparation of the preliminary title report.

5. ACCESS TO PROPERTY. Upon the execution of this Agreement by Buyer and Seller, Buyer and its agents shall be entitled to access to the Property for purposes of inspecting and surveying the Property. Buyer shall indemnify, hold harmless, protect and defend Seller (and its officers, directors, shareholders, employees, agents, successors and assigns) from and against any and all liabilities, liens, claims, damages, costs, expenses, suits or judgments (including reasonable attorney's fees and court costs) for labor or services performed or materials furnished to or for Buyer, or for personal injury or death or property damage arising out of entry upon the Property by Buyer or its employees, agents or independent contractors.

6. AS-IS PURCHASE. Buyer acknowledges and agrees that, prior to Closing, Buyer shall have made its independent investigation and examination of the Property. Except as expressly set forth in this Agreement, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the Property other than those contained in the warranty deed. Purchaser expressly acknowledges and agrees that, upon Closing, Seller shall sell and convey to Purchaser and Purchaser shall accept the Property in an "AS IS" condition.

7. TITLE CONVEYANCE. Title to the Property is to be conveyed by warranty deed and is to be marketable and insurable except for those liens, encumbrances or defects approved by Buyer pursuant to Section 4 of this Agreement.

8. CLOSING DATE. For purposes of this Agreement, "Closing" shall be deemed to be the date on which the deed is recorded and the sales proceeds are available for disbursement to Seller. On or before Closing, Buyer and Seller shall deposit with the Closing Agency all funds and instruments necessary to complete the sale. Closing shall be February 28, 2003, or such other date as agreed by Buyer and Seller in writing.

9. PRORATIONS; COMMISSIONS. Taxes and water assessments shall be prorated as of Closing, using the last available assessment as a basis for such prorations. Seller shall be entitled to all rents from the Property through and including the Closing Date. Seller shall pay any brokerage commissions due to Thornton Oliver Keller Commercial Real Estate (with The Igo Company participating pursuant to a separate agreement between it and TOK) for the transaction contemplated in this Agreement.

10. DEFAULT; ATTORNEY FEES. If either party default under this Agreement, the non-defaulting party shall be entitled to all such rights as are available at law or in equity, all of which shall be cumulative. In the event of any controversy, claim or action being filed or instituted between the parties to this Agreement to enforce the terms and conditions of this Agreement, or arising from the breach of any provision thereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys fees, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who is awarded judgment as a result of trial or arbitration, or who receives a payment of money or other concession or agreements from the other party in settlement of claims asserted by that party.

11. CONDEMNATION. If, at any time before the Closing Date, the Property or any part thereof is threatened with condemnation, or legal proceedings are commenced under the power of eminent domain, Buyer shall have the option to terminate the Agreement by giving Seller written notice, in which event neither Seller nor Buyer shall have any further right or obligation hereunder. If Buyer does not exercise its option to terminate this Agreement, the Agreement shall remain in full force and effect and shall not terminate, and all damages shall belong to and be the property of Buyer. Seller shall execute any assignments or other documents reasonably required by Buyer to confirm Buyer's rights as provided hereunder, and Buyer shall accept the Property without any reduction of the Purchase Price by reason of such threatened or actual condemnation.

12. MISCELLANEOUS. This Agreement may be executed in any number of identical counterparts, any or all of which may contain the signatures of less than all of the parties, and all of which shall be construed together as but a single instrument. This written Agreement, including all exhibits attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements not contained herein. This Agreement may be amended only by a written memorandum subsequently executed by all of the parties hereto. No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default. In the event that any provision of this Agreement shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited, or as if said provision has not been included herein, as the case may be. Headings of Paragraphs are for convenience of reference only, and shall not be construed as a part of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized

that both Seller and Buyer have contributed substantially and materially to the preparation of this Agreement.

13. 1031 EXCHANGE. Each party shall cooperate with the other party in connection with a tax-deferred exchange involving the Property under Section 1031 of the Internal Revenue Code, provided that any such tax-deferred exchange shall not delay or be a condition to Closing and shall not result in any additional cost or liability to the non-exchanging party.

14. ASSIGNMENT. Buyer may assign all or a portion of its interests under this Agreement upon prior written notice to Seller.

15. TWO PARCELS: It is understood that the Property is comprised of two parcels and that the Seller shall convey the property by two warranty deeds.

16. SELLER AUTHORITY. The undersigned jointly and severally represent and warrant to Buyer that they are the owners of 100% of the fee title to the Property, with the full right, power and authority to execute and deliver this Agreement and sell the Property to Buyer. The undersigned shall jointly and severally indemnify, hold harmless, protect and defend Buyer (and its officers, directors, shareholders, employees, agents, successors and assigns) from and against any and all liabilities, liens, claims, damages, costs, expenses, suits or judgments (including reasonable attorney's fees and court costs) arising from or related to any breach of the foregoing representation.

17. NOTICES TO SELLER. For purposes of this Agreement, notices to Seller shall be sent to: 940 Ash Street, Kuna, Idaho 83634, Attn: Jack Miller, with copy to: Thornton Oliver Keller Commercial Real Estate, 250 S. Fifth St., Second Floor, Boise, ID 83702.

18. DISCLOSURE. Seller discloses and Buyer acknowledges the listing broker for the transaction contemplated in this Agreement is related to a principal of the Seller.

19. AGENCY DISCLOSURE: In the transaction contemplated by this Agreement, the brokerages involved had the following relationships with the Buyer and Seller: Listing Broker acted as Non-agent for the Buyer and Agent for the Seller. Selling Broker acted as Agent for the Buyer and Non-agent for the Seller.

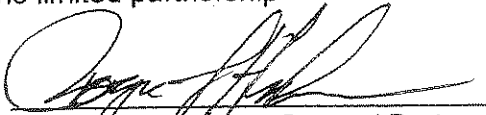
[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

BUYER:

SUNDANCE INVESTMENTS LIMITED PARTNERSHIP,
an Idaho limited partnership

By:


Roger L. Anderson, General Partner

1/13/03

SELLER:

MILLER FAMILY TRUST
CHRISTOPHER J. KEPUS
ALFRED W. STURR
RICHARD LAVENDER
LOYAL A. AND IRENE MEHRHOFF TRUST
FRED NAKAJI
MARY BALLANTYNE
ESTATE OF JAMES H. BALLANTYNE
BRUCE R. PICKETT
L. DARWIN MCKAY
DONNA MCKAY
FRED DELGADILLO, SR.
BOB DELGADILLO
FRED DELGADILLO, JR.

By:

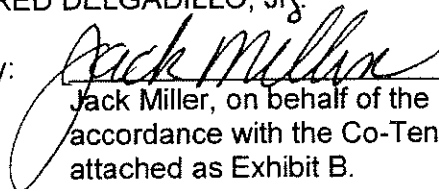

Jack Miller, on behalf of the Co-Tenants and in
accordance with the Co-Tenancy Agreement
attached as Exhibit B.

EXHIBIT A
DEPICTION OF PROPERTY

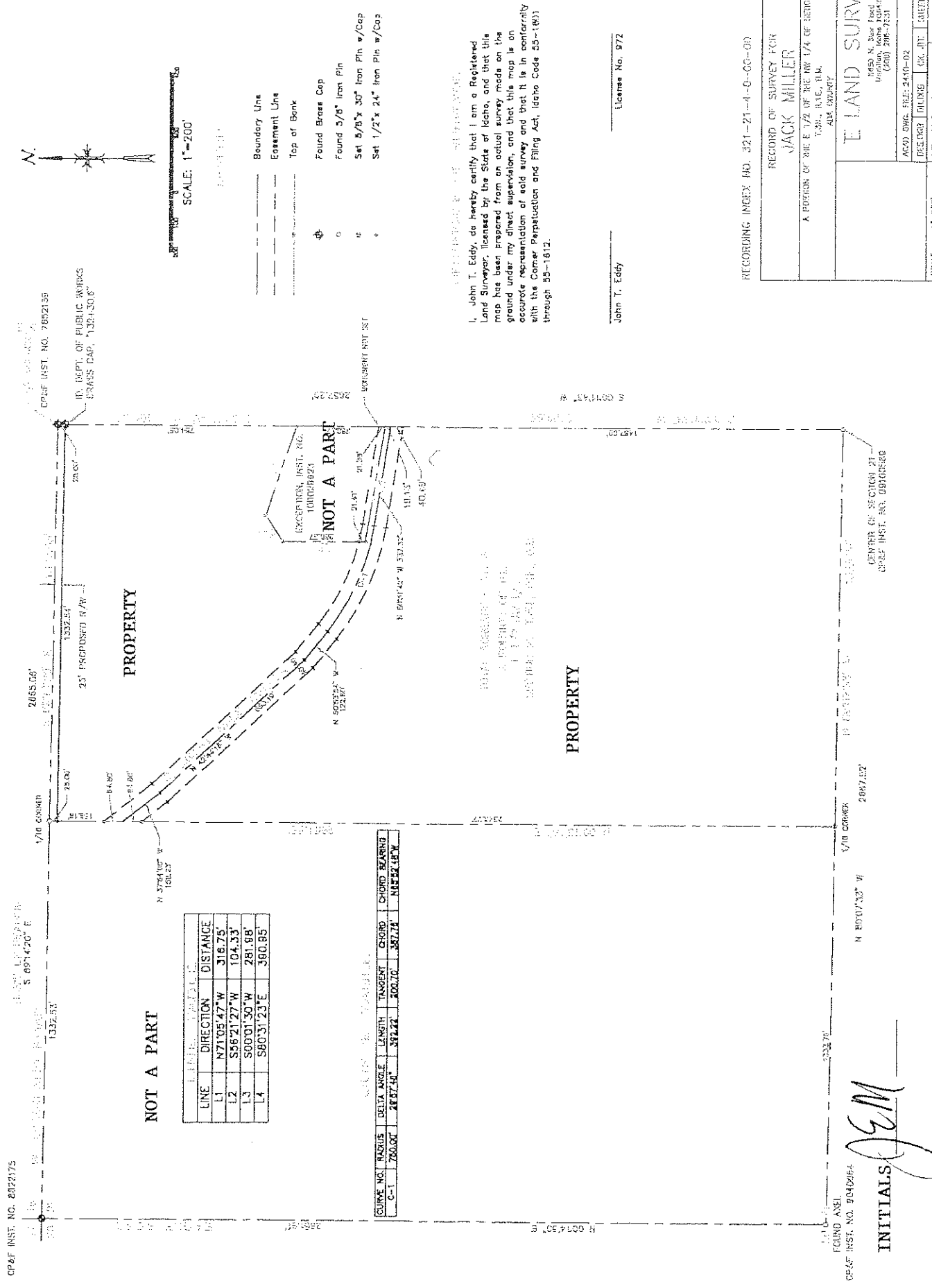
Purchase And Sale Agreement - 6

Rev. 1/06/03

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EXHIBIT A

RECORD OF SURVEY NO.



I, John T. Eddy, do hereby certify that I am a Registered Land Surveyor, licensed by the State of Idaho, and that this map has been prepared from an actual survey made on the ground under my direct supervision, and that this map is an accurate representation of said survey and that it is in conformity with the Corner Repetition and Filing Act, Idaho Code 55-1021 through 55-1612.

John T. Eddy
License No. 972

RECORDING INDEX NO. 321-21-4-9-00-00

RECORD OF SURVEY FOR
JACK MILLER

THE LAND SURVEYING

1950 N. Star Road
 Millington, Tenn 38053
 (202) 286-2731

(NO) DWG. FILE: 440-02

DESIGN	DWG	DATE	QTY	GR
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FLUENT ANAL.
CASE INST. NO. 9040164

INITIALS

EXHIBIT B
CO-TENANCY AGREEMENT

Purchase And Sale Agreement - 7

Rev. 1/06/03

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**AGREEMENT
OF
CO-TENANCY**

Agreement executed on December ____, 2002 among the Miller Family Trust, Christopher J. Kepus, Alfred W. Sturr, Richard Lavender, Loyal A. and Irene Mehrhoff Trust, Fred Nakaji, Mary Ballantye and the Estate of James H. Ballantyne, Bruce R. Pickett, L. Darwin McKay, Donna McKay, Fred Delgadillo, Sr., Bob Delgadillo, and Fred Delgadillo, Jr. (collectively referred to as "Cotenants").

1. BACKGROUND.

1.1 Original Joint Venture and Distribution of Property. The Cotenants originally executed and participated in the TCM Joint Venture Agreement, effective July 1, 1978 ("TCM Agreement"). In accordance with the TCM Agreement, the TCM Joint Venture acquired that certain piece of real property in Ada County ("Property") and legally described on Exhibit A attached. The TCM Joint Venture will terminate and distribute to each Cotenant an interest in the Property in accordance with the terms of the TCM Agreement.

1.2 Ownership of Property. Following distribution by TCM Joint Venture to the Cotenants of their respective interests in the Property, each of the Cotenants will own an undivided interest as tenants in common in the Property. The percentage ownership in the Property will be as follows:

COTENANT NAME	UNDIVIDED INTEREST IN PROPERTY
Miller Family Trust	10%
Christopher J. Kepus	10%
Alfred W. Sturr	10%
Richard Lavender	10%

Loyal A. and Irene Mehrhoff Trust	10%
Fred Nakaji	10%
Mary Ballantyne and Estate of James H. Ballantyne	10%
Bruce R. Pickett	10%
L. Darwin McKay	2½%
Donna McKay	2½%
Fred Delgadillo, Sr.	5%
Bob Delgadillo	5%
Fred Delgadillo, Jr.	5%

1.3 Purpose of Agreement. For their mutual convenience and protection, the Cotenants have deemed it desirable to enter into an agreement setting forth the terms and conditions upon which they will hold, manage, and dispose of their undivided interests in the Property.

1.4 Term. This Agreement shall continue until December 31, 2010, unless the term shall be extended by Cotenants, or unless the Cotenants terminate this Agreement in a writing signed by all Cotenants.

1.5 No Partnership. The Cotenants do not intend by this Agreement to create a partnership or a joint venture, but merely to set forth the terms upon which each Cotenant shall hold, manage, and dispose of its undivided interest in the Property. No Cotenant is authorized to act as agent for any other Cotenant, to act on behalf of any other Cotenant, to do any act which will be binding on any other Cotenant, or to incur any expenditures with respect to the Property, except as specifically set forth in this Agreement.

2. MANAGEMENT OF THE PROPERTY.

2.1 Conduct of General Business. The ordinary and usual decisions concerning the Property shall be made by Jack E. Miller. The Cotenants agree that only Jack E. Miller and authorized agents of Jack E. Miller shall have the authority to bind the Cotenants with respect to the Property. No Cotenant other than Jack E. Miller shall take any action to bind the Property, and each Cotenant shall indemnify the other Cotenants for any costs or damages incurred by the other Cotenants as a result of the unauthorized action of such Cotenant.

2.2 Decisions Requiring Cotenant Approval.

2.2.1 Decisions Requiring Majority. Only with the prior written consent of a Majority of the Cotenants, shall Jack E. Miller have authority to take the following actions with respect to the Property:

- a. Formal proposals or bids to any individual, corporation, business, federal, state or local governmental or quasi-governmental bodies or agencies;
- b. The undertaking to obtain loan commitments for any purpose;
- c. The creation of any mortgage of realty or of any lien or other encumbrance on material personalty;
- d. The undertaking of guarantee, endorsements or other contingent obligations;
- e. The undertaking of any indebtedness, whether for debt incurred, monies borrowed or otherwise, regardless of the purpose, in any amount;
- f. The commitment, contract, lease or other obligation involving the expenditure of funds;
- g. The compromise or release of any debt due a Cotenant except upon full payment thereof;
- h. Grant a security interest in or sell a Cotenant's interest in the Property, or any part thereof, or in its capital, assets or property or any part thereof, or enter into any agreement as a result of which any person shall become interested with it in the Property; and
- i. Do any act detrimental to the best interests of the Cotenants, or which would impair the conduct of the ordinary business with respect to the Cotenant's interest in the Property.

2.2.2 Decision For Sale Requiring Super Majority. Only with the prior written consent of a Super Majority of the Cotenants, shall Jack E. Miller have authority to take any actions with respect to the sale of the Property or other disposition of the Property or its material personalty.

3. FINANCES AND RECORDS.

3.1 Books. Full and accurate books of account shall be kept by Jack E. Miller at Jack E. Miller's offices with respect to the Property. Each Cotenant shall have access to such books of account and shall be entitled to examine them at any time during ordinary business hours. Such books shall be maintained on the basis used for federal income tax purposes, which is a comprehensive basis of accounting other than generally accepted accounting principles.

3.2 Bank Accounts. Jack E. Miller shall deposit all rentals and income from the Property in a checking account established for the Property. All rentals and income from the Property shall be received, held, and disbursed by Jack E. Miller only for the purposes specified in this Agreement.

3.3 Allocation of Income, Gains, Losses, Deduction, and Credits. The income, gains, losses, deductions, and credits (or items thereof) arising from the ownership, leasing, and sale of, and other activities relating to, the Property shall belong to each Cotenant for tax and accounting purposes during each calendar year in proportion to the Cotenant's ownership interest in the Property as follows:

COTENANT NAME	PERCENTAGE
Miller Family Trust	10%
Christopher J. Kepus	10%
Alfred W. Sturr	10%
Richard Lavender	10%
Loyal A. and Irene Mehrhoff Trust	10%
Fred Nakaji	10%

Mary Ballantyne and the Estate of James H. Ballantyne	10%
Bruce R. Pickett	10%
L. Darwin McKay	2½%
Donna McKay	2½%
Fred Delgadillo, Sr.	5%
Bob Delgadillo	5%
Fred Delgadillo, Jr.	5%

3.4 Cash Distributions. All Available Cash, as determined by Jack E. Miller, shall be distributed to the Cotenants in an amount equal to the available cash multiplied by the Cotenant's percentage set forth in Section 3.3. "Available Cash" is defined as all cash available for distribution to the Cotenants from cash receipts (excluding Sale or Refinancing Proceeds) after payment of all normal and current expenses and after the funding of any reserves deemed reasonable by Jack E. Miller.

3.5 Distribution of Proceeds of Sale or Refinance. Sale or Refinancing Proceeds shall be distributed to the Cotenants in the following order of priority:

- a. To the payment of the liabilities relating to the Property then due and owing to persons other than the Cotenants;
- b. To establish such reserves for the Property as Jack E. Miller, in his sole discretion, determines to be reasonably necessary for any contingent or foreseeable liability or obligation relating to the Property; provided, however, that the balance of any such reserves remaining after such time as the Cotenants shall have reasonably determined need not be retained and may be distributed as indicated in the following provisions of this Section;
- c. To the Cotenants in an amount equal to the remaining amount of the Sale or Refinancing Proceeds multiplied by the Cotenant's

percentage ownership interest in the Property.

3.6 Cotenants' Cash Contributions. In the event the bank account does not contain sufficient funds to make any required or authorized payments, the Cotenants shall, within thirty (30) days after written notice given by Jack E. Miller, deposit with Jack E. Miller in proportion to their respective interest in the Property, the funds required to make the payments. If any Cotenant should fail to so deposit Cotenant's share of such funds with Jack E. Miller within the time required, then the other Cotenants may advance such funds, and the amounts so advanced shall be a loan from the Cotenants advancing such funds to the defaulting Cotenant. Such loan shall be due on demand and shall bear interest at the rate of twelve percent (12%) per annum from the day so advanced until paid.

4. RESTRICTIONS ON SALE.

4.1 Sale of Interest in Property. No Cotenant shall have the right to assign, transfer, sell, or in any way dispose of any part of the Cotenant's interest in the Property except as provided in this Agreement.

4.2 Right of First Refusal.

- a. Any Cotenant desiring to sell all of his interest in the Cotenancy hereafter in this Section 4.2 shall, after obtaining written consent of all Cotenants, first by means of an offer in writing offer the interest to the other Cotenants hereafter in this Section 4.2 at a price equal to the amount of capital invested by the Cotenant into the Cotenancy less any loss, if any.
- b. The other Cotenants shall have, initially, thirty (30) days after receipt of such written offer within which to elect to purchase the offered interest, in the same ratio as their then ownership bears to the total ownership excluding the offered interest, such election to be evidenced and exercised by written notices, effective when mailed.
- c. Should a Cotenant to whom a written offer was made by the withdrawing Cotenant elect not to purchase his proportionate share of such offered interest then the other non-withdrawing Cotenants may, at their option, purchase such proportionate interest in addition to their aforementioned ratio of such withdrawing Cotenant's interest.
- d. If the right of first refusal as hereinabove stated is thus exercised by the other Cotenants, they shall purchase the offered interest from the selling Cotenant on the following terms and conditions: The total purchase price shall be payable to the selling Cotenant in cash within ninety (90) days of the exercise of the written notice of acceptance.
- e. If the non-selling Cotenants fail to exercise the right of first refusal as hereinabove stated, the selling Cotenant may transfer his interest in the aforementioned Cotenancy to any prospective purchaser.

4.3 No Partition. The Cotenants agree that no Cotenant, or any successor in interest to a Cotenant, shall have the right while this Agreement remains in effect to have the Property partitioned, or to file a complaint or institute any procedure in law or in equity to have the Property partitioned, and each Cotenant, on behalf of the Cotenant and the Cotenant's successors, representatives, heirs, and assigns hereby waives any such right.

4.4 1031 Exchanges. Each Cotenant reserves the right to execute an IRC 1031 tax-deferred exchange on any or all of the respective Cotenant's interest in the Property in the event of a sale of the Property. The Cotenants agree to cooperate in said exchange at no cost or liability to any Cotenant other than the Cotenant(s) who is executing such IRC 1031 tax-deferred exchange.

5. ARBITRATION.

5.1 Binding Arbitration. The submission to arbitration in accordance with the terms of this Section shall be the sole and exclusive method, means, and procedure to resolve any and all disputes, claims, or controversies of any kind, whether in contract or in tort, statutory or common law, legal or equitable, or otherwise ("Dispute"), now existing or subsequently arising between the parties in any way arising out of, pertaining to, or in connection with (a) this Agreement of Cotenancy, or any related agreement, document, or instrument (collectively, the "Documents"); (b) any incidents, omissions, acts, practices, or occurrences causing injury to either party whereby the other party or its agents, employees, or representatives may be liable, in whole or in part, and which relate in any manner to the Documents or the transactions contemplated by the Documents; or (c) any aspect of the past or present relationships of the parties with respect to the Documents or the transactions contemplated by the Documents. Any party to a Dispute may, by summary proceedings, bring an action in court to compel arbitration of any Dispute.

5.2 Governing Rules. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), except to the extent modified in this Section.

5.3 Scope of Award; Modification or Vacation of Award. The arbitrators may grant any remedy or relief that the arbitrators deem just and equitable. The arbitrators may also grant such ancillary relief as is necessary to make effective the award; provided, however, in no event may the arbitrators award punitive damages. To the extent permitted by applicable law, the arbitrators shall have the power to award recovery of all legal expenses (including, but not limited to, attorneys' fees, administrative fees, arbitrators' fees, and other professional fees and expenses) to the prevailing party. However, the award or potential award of legal expenses shall not be considered in determining the amount in controversy for purposes of determining the appropriate number of arbitrators for the Dispute. The arbitrators shall resolve all aspects of any Dispute in accordance with the applicable substantive law. The arbitrator shall make specific, written findings of fact and conclusions of law. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction subject to (i) the parties' statutory right to seek vacation or modification of an award pursuant to applicable law, and (ii) the parties' right to seek vacation or modification of any award that is based in whole, or in part, on an incorrect or erroneous ruling of law by appeal to an appropriate court having jurisdiction; however, any such application for vacation or modification of an award based on an incorrect

ruling of law must be filed in a court otherwise having jurisdiction over the Dispute within sixty (60) days after the date the award is rendered. The findings of fact by the arbitrators shall be binding upon all parties and shall not be subject to further review, except as otherwise allowed by applicable law.

6. DEFINITIONS.

For purposes of this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

6.1 Majority. In the case of Cotenants, Cotenants holding more than one-half (1/2) of the percentage ownership in the Property.

6.2 Majority Vote. The affirmative vote or consent of a Majority.

6.3 Person. Any individual or entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "person" where the context so permits, and unless the context expressly indicates to the contrary, includes Cotenants.

6.4 Sale or Refinance. Any transaction regarding the Property not in the ordinary course of business, including, without limitation, sales, exchanges or other dispositions of the Property, condemnations, recoveries of damage awards and insurance proceeds other than business or rental interruption insurance proceeds, or any borrowing or refinancing.

6.5 Sale or Refinance Proceeds. All cash receipts arising from a Sale or Refinancing less the following:

- a. the amount of cash paid or to be paid in connection with or as an expense of such Sale or Refinancing, and, with regard to damage recoveries or insurance or condemnation proceeds, cash paid or to be paid for repairs, replacements or renewals resulting from damage to or partial condemnation of the affected property;
- b. the amount necessary for the payment of all debts and obligations arising from or otherwise related to the particular Sale or Refinancing; and,
- c. any amount set aside by Jack E. Miller for reserves.

6.6 Sharing Ratio. With respect to any Cotenant, the percentage of ownership in the Property.

6.7 Super Majority. The vote, approval, consent or other action of Cotenants holding at least seventy (70%) of the ownership interest in the Property.

6.8 Super Majority Vote. The affirmative vote or consent of a Super Majority.

6.9 Transfer. Any voluntary or involuntary transfer, sale, assignment, exchange, mortgage, pledge, hypothecation, agent, or other disposition, absolute or as security or encumbrance (including dispositions by operation of law).

7. GENERAL PROVISIONS.

7.1 Notices. All notices, claims, requests and other communications ("Notices") under this Agreement (i) shall be in writing, and (ii) shall be addressed or delivered to the relevant address indicated at the end of this Agreement or at such other address as shall be given in writing by a party to the other. Notices complying with the provisions of this Section shall be deemed to have been delivered (i) upon the date of delivery if delivered in person, or (ii) ten (10) calendar days after the date of the postmark on the return receipt if deposited in the United States Mail, with postage prepaid for certified or registered mail, return receipt requested, unless an earlier date is indicated by the return receipt.

7.2 Governing Law, Jurisdiction, and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho. The parties agree that the courts of Idaho shall have exclusive jurisdiction and agree that Ada County is the proper venue.

7.3 Time of the Essence. Time is of the essence with respect to the obligations to be performed under this Agreement.

7.4 Rights Cumulative. Except as expressly provided in this Agreement, and to the extent permitted by law, any remedies described in this Agreement are cumulative and not alternative to any other remedies available at law or in equity.

7.5 Nonwaiver of Remedies. The failure or neglect of a party to enforce any remedy available by reason of the failure of the other party to observe or perform a term or condition set forth in this Agreement shall not constitute a waiver of such term or condition. A waiver by a party (i) shall not affect any term or condition other than the one specified in such waiver, and (ii) shall waive a specified term or condition only for the time and in a manner specifically stated in the waiver.

7.6 Successors and Assigns. Subject to any express provisions in this Agreement regarding restrictions on transfers or assignments, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, and personal representatives.

7.7 Entire Agreement. All Schedules and Exhibits to this Agreement constitute a part of this Agreement. This Agreement, together with the accompanying Schedules and Exhibits, constitutes the entire agreement among the parties and supersedes all prior memoranda, correspondence, conversations and negotiations.

7.8 Severability. The invalidity of any portion of this Agreement, as determined by a court of competent jurisdiction, shall not affect the validity of any other portion of this Agreement.

7.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

7.10 Advice. Each Cotenant has, to the extent such Cotenant deems necessary, sought legal, accounting, investment, and other advice from its advisers, and no Cotenant has relied on the advice of any other Cotenant (or owners of a Cotenant) regarding these matters. Bosch, Daw, and Ballard, Chartered has acted as legal counsel only to TCM Joint Venture and no other party.

8. COTENANT SIGNATURES.

Dated: _____, 2002

Jack E. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Carol A.K.Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of
the Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

Dated: _____, 2002

Fred Delgadillo, Sr.

Dated: _____, 2002

Bob Delgadillo

Dated: _____, 2002

Fred Delgadillo, Jr.

9. SPOUSAL CONSENT.

The undersigned represent and agree that (i) each of the undersigned is a spouse of one of the Cotenants, (ii) the spouse is bound by the terms and provisions of this Agreement, (iii) the spouse's community or other interest in the Property is bound by this Agreement, (iv) the spouse shall execute any and all documents necessary or desirable to permit the Cotenant to transfer the interest of the spouse and the respective Cotenant in the Property in accordance with this Agreement, (v) this Agreement shall not be affected by the subsequent divorce of a spouse and a Cotenant or any property settlement or decree affecting the spouse, the Cotenant, or an interest in the Property, and (v) **UNLESS THE SPOUSE IS EXPRESSLY NAMED AS A COTENANT IN THIS AGREEMENT, THE SPOUSE IS NOT A COTENANT AND DOES NOT HAVE ANY OF THE RIGHTS OF A COTENANT BY REASON OF THE SPOUSE'S COMMUNITY OR OTHER INTEREST.**

Dated: _____

Kathleen M. Kepus

Dated: _____

Patricia A. Sturr

Dated: _____

Barbara Lavender

Dated: _____

Molly Nakaji

Dated: _____

Marjorie Pickett

Dated: _____

Patricia R. McKay

Dated: _____

Diane Delgadillo

Exhibit A

Real Property located in Ada County, Idaho, more particularly described as follows:

East half of the Northwest Quarter of Section 21, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, as set forth in the official records of Ada County, Idaho.

STATE OF IDAHO)
) ss
County of Ada)

On this _____ day of _____, 2002, before me a notary public in and for the State of Idaho, personally appeared Jack E. Miller, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the Miller Family Trust, and acknowledged to me that he executed the same as such Trustee of the Miller Family Trust.

Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires _____

STATE OF IDAHO)
) ss
County of Ada)

On this _____ day of _____, 2002, before me a notary public in and for the State of Idaho, personally appeared Carol A.K. Miller, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the Miller Family Trust, and acknowledged to me that she executed the same as such Trustee of the Miller Family Trust.

Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires _____

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Christopher J. Kepus, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF _____)
) ss
County of _____)

Notary Public for _____
Residing at _____
Commission Expires _____

Notary Public for _____
Residing at _____
Commission Expires _____

Notary Public for _____
Residing at _____
Commission Expires _____

CO-TENANCY AGREEMENT - 15

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Barbara Lavender, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF _____)
) SS
County of _____)

On this _____ day of _____, 2002, before me a notary public in and for the State of Idaho, personally appeared Loyal A. Mehrhoff, Jr., known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the Loyal A. and Irene Mehrhoff Trust, and acknowledged to me that he executed the same as such Trustee of the Loyal A. and Irene Mehrhoff Trust.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Fred Nakaji, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
Residing at _____

Commission Expires _____

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Molly Nakaji, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Mary Ballantyne, individually and on behalf of the Estate of James H. Ballantyne, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Bruce R. Pickett, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Marjorie Pickett, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared L. Darwin McKay, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Patricia R. McKay, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Donna McKay, known or identified to me to be the

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF _____)
) ss
County of _____)

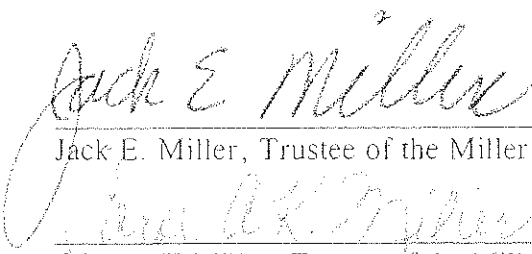
On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Fred Delgadillo, Jr., known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

7.10. Advice. Each Cotenant has, to the extent such Cotenant deems necessary, sought legal, accounting, investment, and other advice from its advisers, and no Cotenant has relied on the advice of any other Cotenant (or owners of a Cotenant) regarding these matters. Bosch, Daw, and Ballard, Chartered has acted as legal counsel only to TCM Joint Venture and no other party.

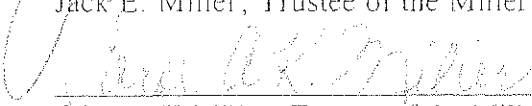
8. COTENANT SIGNATURES.

Dated: 12-31-02, 2002



Jack E. Miller, Trustee of the Miller Family Trust

Dated: 12-31-02, 2002



Carol A.K. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of
the Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

7.10. Advice. Each Cotenant has, to the extent such Cotenant deems necessary, sought legal, accounting, investment, and other advice from its advisers, and no Cotenant has relied on the advice of any other Cotenant (or owners of a Cotenant) regarding these matters. Bosch, Daw, and Ballard, Chartered has acted as legal counsel only to TCM Joint Venture and no other party.

8. COTENANT SIGNATURES.

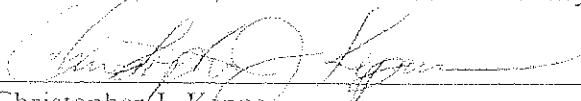
Dated: _____, 2002

Jack E. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Carol A.K. Miller, Trustee of the Miller Family Trust

Dated: 1-02, 2002 ~~2003~~



Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of
the Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

7.10. Advice. Each Cotenant has, to the extent such Cotenant deems necessary, sought legal, accounting, investment, and other advice from its advisers, and no Cotenant has relied on the advice of any other Cotenant (or owners of a Cotenant) regarding these matters. Bosch, Daw, and Ballard, Chartered has acted as legal counsel only to TCM Joint Venture and no other party.

8. COTENANT SIGNATURES.

Dated: _____, 2002

Jack E. Miller, Trustee of the Miller Family Trust

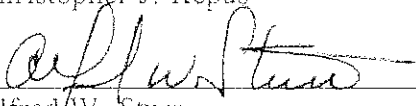
Dated: _____, 2002

Carol A.K. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: 12/30, 2002



Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of
the Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

7.10. Advice. Each Cotenant has, to the extent such Cotenant deems necessary, sought legal, accounting, investment, and other advice from its advisers, and no Cotenant has relied on the advice of any other Cotenant (or owners of a Cotenant) regarding these matters. Bosch, Daw, and Ballard, Chartered has acted as legal counsel only to TCM Joint Venture and no other party.

8. COTENANT SIGNATURES.

Dated: _____, 2002

Jack E. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Carol A.K.Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: 11-21-02, 2002

Richard Lavender
Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of
the Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

7.10. Advice. Each Cotenant has, to the extent such Cotenant deems necessary, sought legal, accounting, investment, and other advice from its advisers, and no Cotenant has relied on the advice of any other Cotenant (or owners of a Cotenant) regarding these matters. Bosch, Daw, and Ballard, Chartered has acted as legal counsel only to TCM Joint Venture and no other party.

8. COTENANT SIGNATURES.

Dated: _____, 2002

Jack E. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Carol A.K. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: 1-12-02, 2002

Loyal A. Mehrhoff, Jr., Trustee

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of
the Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

7.10. Advice. Each Cotenant has, to the extent such Cotenant deems necessary, sought legal, accounting, investment, and other advice from its advisers, and no Cotenant has relied on the advice of any other Cotenant (or owners of a Cotenant) regarding these matters. Bosch, Daw, and Ballard, Chartered has acted as legal counsel only to TCM Joint Venture and no other party.

8. COTENANT SIGNATURES.

Dated: _____, 2002

Jack E. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Carol A.K. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: 9/10/02, 2002

Fred Nakaji
Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of
the Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

7.10. Advice Each Cotenant has, to the extent such Cotenant deems necessary, sought legal, accounting, investment, and other advice from its advisers, and no Cotenant has relied on the advice of any other Cotenant (or owners of a Cotenant) regarding these matters. Bosch, Daw and Ballard, Chartered has acted as legal counsel only to TCM Joint Venture and no other party.

8. COTENANT SIGNATURES.

Dated: _____, 2002

Jack E. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Carol A.K. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: _____, 2002

Fred Nakaji

Dated: 12-27, 2002

Mary Ballantyne
Mary Ballantyne, individually and on behalf of
the Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

7.10. Advice. Each Cotenant has, to the extent such Cotenant deems necessary, sought legal, accounting, investment, and other advice from its advisers, and no Cotenant has relied on the advice of any other Cotenant (or owners of a Cotenant) regarding these matters. Bosch, Daw, and Ballard, Chartered has acted as legal counsel only to TCM Joint Venture and no other party.

8. COTENANT SIGNATURES.

Dated: _____, 2002

Jack E. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Carol A.K. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of
the Estate of James H. Ballantyne

Dated: Dec 30, 2002

Bruce R. Pickett

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

7.10. Advice. Each Cotenant has, to the extent such Cotenant deems necessary, sought legal, accounting, investment, and other advice from its advisers, and no Cotenant has relied on the advice of any other Cotenant (or owners of a Cotenant) regarding these matters. Bosch, Daw, and Ballard, Chartered has acted as legal counsel only to TCM Joint Venture and no other party.

8. COTENANT SIGNATURES.

Dated: _____, 2002

Jack E. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Carol A.K. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of
the Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: 12/12/02, 2002

L. Darwin McKay
L. Darwin McKay

Dated: _____, 2002

Donna McKay

7.10. Advice. Each Cotenant has, to the extent such Cotenant deems necessary, sought legal, accounting, investment, and other advice from its advisers, and no Cotenant has relied on the advice of any other Cotenant (or owners of a Cotenant) regarding these matters. Bosch, Daw, and Ballard, Chartered has acted as legal counsel only to TCM Joint Venture and no other party.

8. COTENANT SIGNATURES.

Dated 12-31-02, 2002



Jack E. Miller, Trustee of the Miller Family Trust

Dated: 12-31-02, 2002



Carol A.K. Miller, Trustee of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of
the Estate of James H. Ballantyne

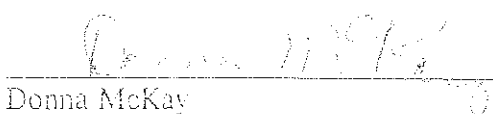
Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: 1-1-03, 2002



Donna McKay

Dated: 1 2, 2002



Fred Delgadillo, Sr.

Dated: _____, 2002

Bob Delgadillo

Dated: _____, 2002

Fred Delgadillo, Jr

Dated: _____, 2002

Fred Del Gadillo, Sr.

Dated: 1-2-02, 2002

Bob Del Gadillo
Bob Del Gadillo

Dated: _____, 2002

Fred Del Gadillo, Jr.

FROM : Medicine Ste Viny:

FAX NO. : 2069225149

Jan. 06 2003 05:39PM P1

Dated: _____, 2002

Fred Del Gadillo, Sr

Dated: _____, 2002

Bob Del Gadillo

Dated: 01-06-, 2003

Fred Del Gadillo, Jr.
Fred Del Gadillo, Jr.

9. SPOUSAL CONSENT.

The undersigned represent and agree that (i) each of the undersigned is a spouse of one of the Cotenants, (ii) the spouse is bound by the terms and provisions of this Agreement, (iii) the spouse's community or other interest in the Property is bound by this Agreement, (iv) the spouse shall execute any and all documents necessary or desirable to permit the Cotenant to transfer the interest of the spouse and the respective Cotenant in the Property in accordance with this Agreement, (v) this Agreement shall not be affected by the subsequent divorce of a spouse and a Cotenant or any property settlement or decree affecting the spouse, the Cotenant, or an interest in the Property, and (v) **UNLESS THE SPOUSE IS EXPRESSLY NAMED AS A COTENANT IN THIS AGREEMENT, THE SPOUSE IS NOT A COTENANT AND DOES NOT HAVE ANY OF THE RIGHTS OF A COTENANT BY REASON OF THE SPOUSE'S COMMUNITY OR OTHER INTEREST.**

Dated: 1-2-03

Kathleen M. Kepus
Kathleen M. Kepus

Dated: _____

Patricia A. Sturr

Dated: _____

Barbara Lavender

Dated: _____

Molly Nakaji

Dated: _____

Marjorie Pickett

Dated: _____

Patricia R. McKay

Dated: _____

Diane Del Gadillo

9. SPOUSAL CONSENT.

The undersigned represent and agree that (i) each of the undersigned is a spouse of one of the Cotenants, (ii) the spouse is bound by the terms and provisions of this Agreement, (iii) the spouse's community or other interest in the Property is bound by this Agreement, (iv) the spouse shall execute any and all documents necessary or desirable to permit the Cotenant to transfer the interest of the spouse and the respective Cotenant in the Property in accordance with this Agreement, (v) this Agreement shall not be affected by the subsequent divorce of a spouse and a Cotenant or any property settlement or decree affecting the spouse, the Cotenant, or an interest in the Property, and (v) **UNLESS THE SPOUSE IS EXPRESSLY NAMED AS A COTENANT IN THIS AGREEMENT, THE SPOUSE IS NOT A COTENANT AND DOES NOT HAVE ANY OF THE RIGHTS OF A COTENANT BY REASON OF THE SPOUSE'S COMMUNITY OR OTHER INTEREST.**

Dated: _____

Kathleen M. Kepus

Dated: 30 *June* _____

Patricia A. Sturr

Dated: _____

Barbara Lavender

Dated: _____

Molly Nakaji

Dated: _____

Marjorie Pickett

Dated: _____

Patricia R. McKay

Dated: _____

Diane Del Gadillo

9. SPOUSAL CONSENT.

The undersigned represent and agree that (i) each of the undersigned is a spouse of one of the Cotenants, (ii) the spouse is bound by the terms and provisions of this Agreement, (iii) the spouse's community or other interest in the Property is bound by this Agreement, (iv) the spouse shall execute any and all documents necessary or desirable to permit the Cotenant to transfer the interest of the spouse and the respective Cotenant in the Property in accordance with this Agreement, (v) this Agreement shall not be affected by the subsequent divorce of a spouse and a Cotenant or any property settlement or decree affecting the spouse, the Cotenant, or an interest in the Property, and (v) **UNLESS THE SPOUSE IS EXPRESSLY NAMED AS A COTENANT IN THIS AGREEMENT, THE SPOUSE IS NOT A COTENANT AND DOES NOT HAVE ANY OF THE RIGHTS OF A COTENANT BY REASON OF THE SPOUSE'S COMMUNITY OR OTHER INTEREST.**

Dated: _____

Kathleen M. Kepus

Dated: _____

Patricia A. Sturr

Dated: 12-14-2014

[Signature]
Barbara Lavender

Dated: _____

Molly Nakaji

Dated: _____

Marjorie Pickett

Dated: _____

Patricia R. McKay

Dated: _____

Diane Del Gadillo

9. SPOUSAL CONSENT.

The undersigned represent and agree that (i) each of the undersigned is a spouse of one of the Cotenants, (ii) the spouse is bound by the terms and provisions of this Agreement, (iii) the spouse's community or other interest in the Property is bound by this Agreement, (iv) the spouse shall execute any and all documents necessary or desirable to permit the Cotenant to transfer the interest of the spouse and the respective Cotenant in the Property in accordance with this Agreement, (v) this Agreement shall not be affected by the subsequent divorce of a spouse and a Cotenant or any property settlement or decree affecting the spouse, the Cotenant, or an interest in the Property, and (v) **UNLESS THE SPOUSE IS EXPRESSLY NAMED AS A COTENANT IN THIS AGREEMENT, THE SPOUSE IS NOT A COTENANT AND DOES NOT HAVE ANY OF THE RIGHTS OF A COTENANT BY REASON OF THE SPOUSE'S COMMUNITY OR OTHER INTEREST.**

Dated: _____

Kathleen M. Kepus

Dated: _____

Patricia A. Sturr

Dated: _____

Barbara Lavender

Dated: _____

Molly Nakaji

Dated: _____

Marjorie Pickett

Dated: _____

Patricia R. McKay

Dated: _____

Diane Del Gadillo

9. SPOUSAL CONSENT.

The undersigned represent and agree that (i) each of the undersigned is a spouse of one of the Cotenants, (ii) the spouse is bound by the terms and provisions of this Agreement, (iii) the spouse's community or other interest in the Property is bound by this Agreement, (iv) the spouse shall execute any and all documents necessary or desirable to permit the Cotenant to transfer the interest of the spouse and the respective Cotenant in the Property in accordance with this Agreement, (v) this Agreement shall not be affected by the subsequent divorce of a spouse and a Cotenant or any property settlement or decree affecting the spouse, the Cotenant, or an interest in the Property, and (v) **UNLESS THE SPOUSE IS EXPRESSLY NAMED AS A COTENANT IN THIS AGREEMENT, THE SPOUSE IS NOT A COTENANT AND DOES NOT HAVE ANY OF THE RIGHTS OF A COTENANT BY REASON OF THE SPOUSE'S COMMUNITY OR OTHER INTEREST.**

Dated: _____

Kathleen M. Kepus

Dated: _____

Patricia A. Sturr

Dated: _____

Barbara Lavender

Dated: _____

Molly Nakaji

Dated: _____

Marjorie Pickett

Dated: _____

Patricia R. McKay

Dated: _____

Diane Del Gadillo

9. SPOUSAL CONSENT

The undersigned represent and agree that (i) each of the undersigned is a spouse of one of the Cotenants, (ii) the spouse is bound by the terms and provisions of this Agreement, (iii) the spouse's community or other interest in the Property is bound by this Agreement, (iv) the spouse shall execute any and all documents necessary or desirable to permit the Cotenant to transfer the interest of the spouse and the respective Cotenant in the Property in accordance with this Agreement, (v) this Agreement shall not be affected by the subsequent divorce of a spouse and a Cotenant or any property settlement or decree affecting the spouse, the Cotenant, or an interest in the Property, and (v) **UNLESS THE SPOUSE IS EXPRESSLY NAMED AS A COTENANT IN THIS AGREEMENT, THE SPOUSE IS NOT A COTENANT AND DOES NOT HAVE ANY OF THE RIGHTS OF A COTENANT BY REASON OF THE SPOUSE'S COMMUNITY OR OTHER INTEREST.**

Dated: _____ Kathleen M. Kepus

Dated: _____ Patricia A. Storr

Dated: _____ Barbara Lavender

Dated: _____ Molly Nakaji

Dated: _____ Marjorie Pickett

Dated: _____ *Patricia E. McKay*
Patricia E. McKay

Dated: _____ Diane Del Gadillo

Fax to 208 922 3149

9. SPOUSAL CONSENT.

The undersigned represent and agree that (i) each of the undersigned is a spouse of one of the Cotenants, (ii) the spouse is bound by the terms and provisions of this Agreement, (iii) the spouse's community or other interest in the Property is bound by this Agreement, (iv) the spouse shall execute any and all documents necessary or desirable to permit the Cotenant to transfer the interest of the spouse and the respective Cotenant in the Property in accordance with this Agreement, (v) this Agreement shall not be affected by the subsequent divorce of a spouse and a Cotenant or any property settlement or decree affecting the spouse, the Cotenant, or an interest in the Property, and (v) **UNLESS THE SPOUSE IS EXPRESSLY NAMED AS A COTENANT IN THIS AGREEMENT, THE SPOUSE IS NOT A COTENANT AND DOES NOT HAVE ANY OF THE RIGHTS OF A COTENANT BY REASON OF THE SPOUSE'S COMMUNITY OR OTHER INTEREST.**

Dated: _____

Kathleen M. Kepus

Dated: _____

Patricia A. Sturr

Dated: _____

Barbara Lavender

Dated: _____

Molly Nakaji

Dated: _____

Marjorie Pickett

Dated: _____

Patricia R. McKay

Dated: 1/2/03

Diane Delgadillo

STATE OF IDAHO)
) ss
County of Ada)

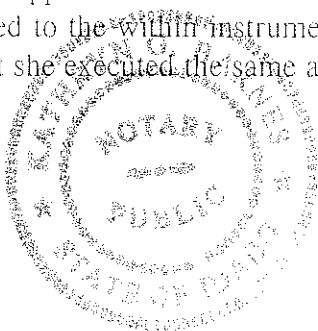
On this _____ day of _____, 2002, before me a notary public in and for the State of Idaho, personally appeared Jack E. Miller, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the Miller Family Trust, and acknowledged to me that he executed the same as such Trustee of the Miller Family Trust.



Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires 2004/12/31

STATE OF IDAHO)
) ss
County of Ada)

On this _____ day of _____, 2002, before me a notary public in and for the State of Idaho, personally appeared Carol A.K. Miller, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the Miller Family Trust, and acknowledged to me that she executed the same as such Trustee of the Miller Family Trust.



Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires 2004/12/31

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Christopher J. Kepus, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

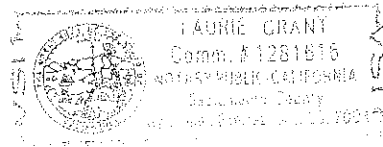
Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF California)
) ss
County of Alameda)

On this 2nd day of January, 2013, before me, a notary public in and for the State of Idaho, personally appeared Kathleen M. Kepus, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

[Signature]
Notary Public for State of California
Residing at Camden Park, Ca
Commission Expires 2014

STATE OF _____)
) ss
County of _____)



On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Alfred W. Sturr, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Patricia A. Sturr, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

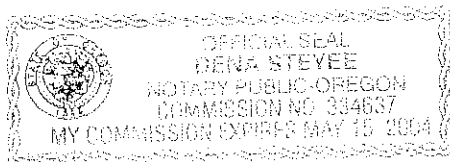
STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Kathleen M. Kepus, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF Oregon)
) ss
County of Multnomah)

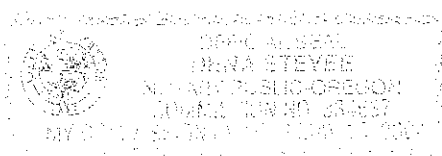
On this 5th day of December, 2002, before me, a notary public in and for the State of Idaho, personally appeared Alfred W. Sturr, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.



[Signature]
Notary Public for _____
Residing at Laurel, OR
Commission Expires May 15, 2004

STATE OF Oregon)
) ss
County of Multnomah)

On this 9th day of December, 2002, before me, a notary public in and for the State of Idaho, personally appeared Patricia A. Sturr, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.



[Signature]
Notary Public for _____
Residing at Laurel, OR
Commission Expires May 15, 2004

STATE OF _____)
) ss
County of _____)

On this 10/17 day of October, 2001, before me, a notary public in and for the State of Idaho, personally appeared Richard Lavender, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.



NOTARY PUBLIC-MONTANA
Residing at Hamilton, Montana
My Comm. Expires Nov. 1, 2002

Ellen E. Kiedras
Notary Public for MT
Residing at Hamilton, MT
Commission Expires 11-01-02

STATE OF _____)
) ss
County of _____)

On this 10/17 day of October, 2001, before me, a notary public in and for the State of Idaho, personally appeared Barbara Lavender, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.



NOTARY PUBLIC-MONTANA
Residing at Hamilton, Montana
My Comm. Expires Nov. 1, 2002

Ellen E. Kiedras
Notary Public for MT
Residing at Hamilton, MT
Commission Expires 11-01-02

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 2002, before me a notary public in and for the State of Idaho, personally appeared Loyal A. Mehrhoff, Jr., known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the Loyal A. and Irene Mehrhoff Trust, and acknowledged to me that he executed the same as such Trustee of the Loyal A. and Irene Mehrhoff Trust.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Richard Lavender, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

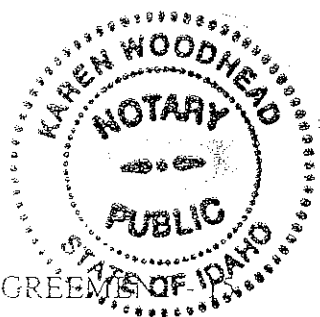
STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Barbara Lavender, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF Idaho)
) ss
County of Blaine)

On this 21st day of February, 2002, before me a notary public in and for the State of Idaho, personally appeared Loyal A. Mehrhoff, Jr., known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the Loyal A. and Irene Mehrhoff Trust, and acknowledged to me that he executed the same as such Trustee of the Loyal A. and Irene Mehrhoff Trust.



Karen Woodhead
Notary Public for State of Idaho
Residing at Boise, ID
Commission Expires 2/1/05

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Fred Nakaji, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

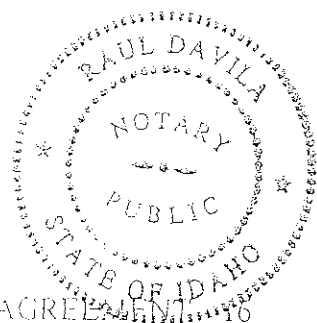
STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Molly Nakaji, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF IDAHO)
) ss
County of IDA)

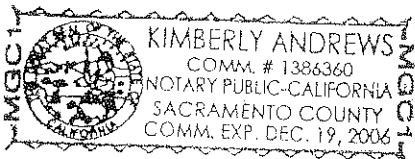
On this 27th day of DECEMBER, 2002, before me, a notary public in and for the State of Idaho, personally appeared Mary Ballantyne, individually and on behalf of the Estate of James H. Ballantyne, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.



Raul Davila
Notary Public for Boise, ID
Residing at Boise, ID
Commission Expires 07-27-2008

STATE OF California)
) ss
County of Sacramento)

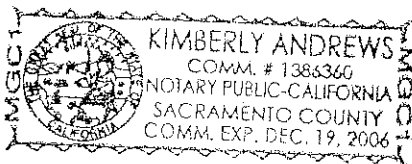
On this 30 day of December, 2002, before me, a notary public in and for the State of ~~Idaho~~, personally appeared Fred Nakaji, ~~known or identified~~ to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.



Kimberly Andrews
Notary Public for _____
Residing at Elk Grove
Commission Expires _____

STATE OF California)
) ss
County of Sacramento)

On this 30 day of December, 2002, before me, a notary public in and for the State of ~~Idaho~~, personally appeared Molly Nakaji, ~~known or identified~~ to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.



Kimberly Andrews
Notary Public for _____
Residing at Elk Grove
Commission Expires _____

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Mary Ballantyne, individually and on behalf of the Estate of James H. Ballantyne, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

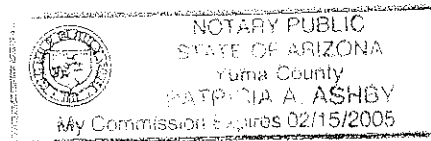
Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF Idaho)
) ss
County of Blaine)

On this 24th day of September, 2007, before me, a notary public in and for the State of Idaho, personally appeared Bruce R. Pickett, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Bruce R. Pickett
Notary Public for Idaho
Residing at 1148 S. Front St. Blaine, Idaho
Commission Expires 2/15/2005

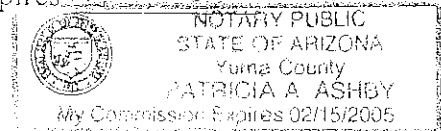
STATE OF Idaho)
) ss
County of Blaine)



On this 24th day of September, 2007, before me, a notary public in and for the State of Idaho, personally appeared Marjorie Pickett, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Marjorie Pickett
Notary Public for Idaho
Residing at 1148 S. Front St. Blaine, Idaho
Commission Expires 2/15/2005

STATE OF _____)
) ss
County of _____)



On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared L. Darwin McKay, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Bruce R. Pickett, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

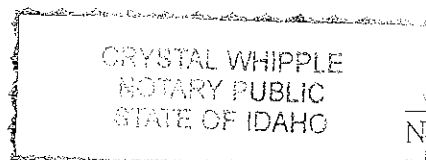
STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Marjorie Pickett, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF Idaho)
) ss
County of Ada)

On this 8th day of December, 2002, before me, a notary public in and for the State of Idaho, personally appeared L. Darwin McKay, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.



[Signature]
Notary Public for _____
Residing at _____
Commission Expires 11/25/05

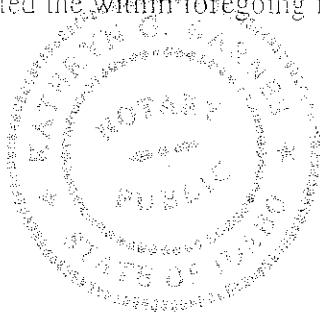
STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Patricia R. McKay, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF IDAHO)
) ss
County of BOISE)

On this 11th day of SEPTEMBER, 2003, before me, a notary public in and for the State of Idaho, personally appeared Donna McKay, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.



KATHRYN C. BOWERS
Notary Public for State of ID
Residing at Idaho, ID
Commission Expires 2/14/05

STATE OF _____)
) ss
County of _____)

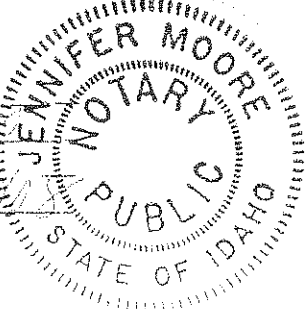
On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Fred Del Gadillo, Sr., known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF Idaho)
) ss
 County of Ada)

On this 2 day of January, 2002, before me, a notary public in and for the State of Idaho, personally appeared Diane Delgadillo, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Jennifer Moore
 Notary Public for Idaho
 Residing at Meridian
 Commission Expires 6/25/08



STATE OF _____)
) ss
 County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Bob Delgadillo, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

 Notary Public for _____
 Residing at _____
 Commission Expires _____

STATE OF _____)
) ss
 County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Fred Delgadillo, Jr., known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

 Notary Public for _____
 Residing at _____
 Commission Expires _____

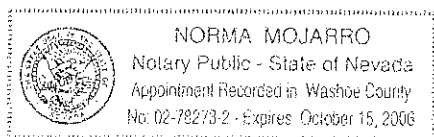
STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Diane Del Gadillo, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF NV)
) ss
County of Washoe)

On this 30 day of December, 2006, before me, a notary public in and for the State of ~~Idaho~~ Nevada, personally appeared Bob Del Gadillo, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.



[Signature]
Notary Public for _____
Residing at _____
Commission Expires 10-15-2006

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20____, before me, a notary public in and for the State of Idaho, personally appeared Fred Del Gadillo, Jr., known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Diane Del Gadillo, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that she executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

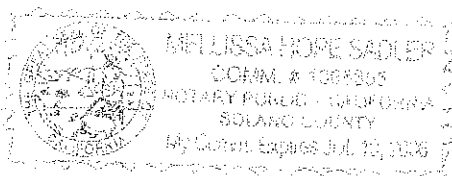
STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 20__, before me, a notary public in and for the State of Idaho, personally appeared Bob Del Gadillo, known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
Residing at _____
Commission Expires _____

STATE OF California)
) ss
County of Solano)

On this 30th day of December, 2007 before me, a notary public in and for the State of Idaho, personally appeared Fred Del Gadillo, Jr., known or identified to me to be the person who executed the within foregoing instrument and acknowledged to me that he executed the same.



Melissa Hope Sadler
Notary Public for California
Residing at 3505 Sonoma Blvd #20
Commission Expires July 19, 2006

ACTION BY COTENANTS

The undersigned, constituting more than seventy percent (70%) of the Cotenants who are parties to the Co-Tenancy Agreement, dated December ____, 2002 ("Co-Tenancy"), take the following action:

I. APPROVAL OF SALE.

The Cotenants approve the Agreement for Purchase and Sale of Assets effective December ____, 2002 ("Sale Agreement") for the sale of the Co-Tenancy real and personal property.

RESOLVED, that the execution and delivery of the Sale Agreement of behalf of the Co-Tenancy is hereby ratified and approved;

RESOLVED, that the individual identified below is hereby authorized and empowered in the name and on behalf of the Cotenants to execute and deliver to the Buyer (and any closing or escrow agent involved in the closing of the Sale Agreement) any instruments or agreements of this Co-Tenancy which may be required for the closing of the sale in accordance with the Sale Agreement;

FURTHER RESOLVED, that the individual referred to in the preceding resolutions is as follows:

PRINTED NAME	SIGNATURE
Jack E. Miller	<i>Jack E. Miller</i>

II. EFFECTIVE DATE OF ACTION

The effective date of this action is December ____, 2002.

Dated: 12-24, 2002

COTENANTS

Jack E. Miller & Carol A. K. Miller
Jack E. Miller and Carol A.K. Miller, Trustees
of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

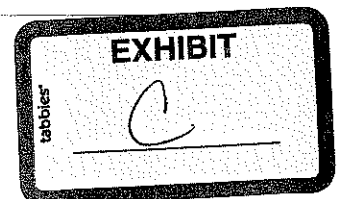
Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust



ACTION BY COTENANTS

The undersigned, constituting more than seventy percent (70%) of the Cotenants who are parties to the Co-Tenancy Agreement, dated December ____, 2002 ("Co-Tenancy"), take the following action:

I. APPROVAL OF SALE.

The Cotenants approve the Agreement for Purchase and Sale of Assets effective December __, 2002 ("Sale Agreement") for the sale of the Co-Tenancy real and personal property.

RESOLVED, that the execution and delivery of the Sale Agreement of behalf of the Co-Tenancy is hereby ratified and approved;

RESOLVED, that the individual identified below is hereby authorized and empowered in the name and on behalf of the Cotenants to execute and deliver to the Buyer (and any closing or escrow agent involved in the closing of the Sale Agreement) any instruments or agreements of this Co-Tenancy which may be required for the closing of the sale in accordance with the Sale Agreement;

FURTHER RESOLVED, that the individual referred to in the preceding resolutions is as follows:

PRINTED NAME	SIGNATURE
Jack E. Miller	

II. EFFECTIVE DATE OF ACTION

The effective date of this action is December __, 2002.

COTENANTS

Dated: 12-24, 2002

Jack E. Miller & Carol A.K. Miller
Jack E. Miller and Carol A.K. Miller, Trustees
of the Miller Family Trust

Dated: 1-02, 2003

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of El Dorado

On January 3, 2003, before me Karen Dighton, Notary Public (name, title of officer), personally appeared Christopher S. Kepus

personally known to me -- OR -- ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~was~~ subscribed to the within instrument and acknowledged to me that he/~~she~~~~they~~ executed the same in his/~~her~~~~their~~ authorized capacity(ies), and that by his/~~her~~~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Karen Dighton
Signature



ACTION BY COTENANTS

The undersigned, constituting more than seventy percent (70%) of the Cotenants who are parties to the Co-Tenancy Agreement, dated December ____, 2002 ("Co-Tenancy"), take the following action:

I. APPROVAL OF SALE

The Cotenants approve the Agreement for Purchase and Sale of Assets effective December ____, 2002 ("Sale Agreement") for the sale of the Co-Tenancy real and personal property.

RESOLVED, that the execution and delivery of the Sale Agreement of behalf of the Co-Tenancy is hereby ratified and approved;

RESOLVED, that the individual identified below is hereby authorized and empowered in the name and on behalf of the Cotenants to execute and deliver to the Buyer (and any closing or escrow agent involved in the closing of the Sale Agreement) any instruments or agreements of this Co-Tenancy which may be required for the closing of the sale in accordance with the Sale Agreement;

FURTHER RESOLVED, that the individual referred to in the preceding resolutions is as follows:

PRINTED NAME	SIGNATURE
Jack E. Miller	

II. EFFECTIVE DATE OF ACTION

The effective date of this action is December ____, 2002.

COTENANTS

Dated: 12-24, 2002

Jack E. Miller & Carol A.K. Miller
Jack E. Miller and Carol A.K. Miller, Trustees
of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: 12/30, 2002

Alfred W. Sturr
Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

ACTION BY COTENANTS

The undersigned, constituting more than seventy percent (70%) of the Cotenants who are parties to the Co-Tenancy Agreement, dated December ____, 2002 ("Co-Tenancy"), take the following action:

I. APPROVAL OF SALE.

The Cotenants approve the Agreement for Purchase and Sale of Assets effective December ____, 2002 ("Sale Agreement") for the sale of the Co-Tenancy real and personal property.

RESOLVED, that the execution and delivery of the Sale Agreement of behalf of the Co-Tenancy is hereby ratified and approved;

RESOLVED, that the individual identified below is hereby authorized and empowered in the name and on behalf of the Cotenants to execute and deliver to the Buyer (and any closing or escrow agent involved in the closing of the Sale Agreement) any instruments or agreements of this Co-Tenancy which may be required for the closing of the sale in accordance with the Sale Agreement;

FURTHER RESOLVED, that the individual referred to in the preceding resolutions is as follows:

PRINTED NAME	SIGNATURE
Jack E. Miller	

II. EFFECTIVE DATE OF ACTION

The effective date of this action is December ____, 2002.

COTENANTS

Dated: 12-24, 2002

Jack E. Miller & Carol A.K. Miller
Jack E. Miller and Carol A.K. Miller, Trustees
of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: 12-23, 2002

Richard Lavender
Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

ACTION BY COTENANTS

The undersigned, constituting more than seventy percent (70%) of the Cotenants who are parties to the Co-Tenancy Agreement, dated December ____, 2002 ("Co-Tenancy"), take the following action:

I. APPROVAL OF SALE.

The Cotenants approve the Agreement for Purchase and Sale of Assets effective December __, 2002 ("Sale Agreement") for the sale of the Co-Tenancy real and personal property.

RESOLVED, that the execution and delivery of the Sale Agreement of behalf of the Co-Tenancy is hereby ratified and approved;

RESOLVED, that the individual identified below is hereby authorized and empowered in the name and on behalf of the Cotenants to execute and deliver to the Buyer (and any closing or escrow agent involved in the closing of the Sale Agreement) any instruments or agreements of this Co-Tenancy which may be required for the closing of the sale in accordance with the Sale Agreement;

FURTHER RESOLVED, that the individual referred to in the preceding resolutions is as follows:

PRINTED NAME	SIGNATURE
Jack E. Miller	

II. EFFECTIVE DATE OF ACTION

The effective date of this action is December __, 2002.

COTENANTS

Dated: 12-24, 2002

Jack E. Miller & Carol A.K. Miller

Jack E. Miller and Carol A.K. Miller, Trustees
of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: 12-24, 2002

Loyal A. Mehrhoff, Jr.

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

ACTION BY COTENANTS

The undersigned, constituting more than seventy percent (70%) of the Cotenants who are parties to the Co-Tenancy Agreement, dated December ____, 2002 ("Co-Tenancy"), take the following action:

I. APPROVAL OF SALE.

The Cotenants approve the Agreement for Purchase and Sale of Assets effective December __, 2002 ("Sale Agreement") for the sale of the Co-Tenancy real and personal property.

RESOLVED, that the execution and delivery of the Sale Agreement of behalf of the Co-Tenancy is hereby ratified and approved;

RESOLVED, that the individual identified below is hereby authorized and empowered in the name and on behalf of the Cotenants to execute and deliver to the Buyer (and any closing or escrow agent involved in the closing of the Sale Agreement) any instruments or agreements of this Co-Tenancy which may be required for the closing of the sale in accordance with the Sale Agreement;

FURTHER RESOLVED, that the individual referred to in the preceding resolutions is as follows:

PRINTED NAME	SIGNATURE
Jack E. Miller	

II. EFFECTIVE DATE OF ACTION

The effective date of this action is December __, 2002.

COTENANTS

Dated: 12-24, 2002

Jack E. Miller & Carol A.K. Miller

Jack E. Miller and Carol A.K. Miller, Trustees
of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: 12/21, 2002

Fred Nakaji
Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of the
Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

Dated: _____, 2002

Fred Del Gadillo, Sr.

Dated: _____, 2002

Bob Del Gadillo

Dated: _____, 2002

Fred Del Gadillo, Jr.

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne
Mary Ballantyne, individually and on behalf of the
Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

Dated: _____, 2002

Fred Del Gadillo, Sr.

Dated: _____, 2002

Bob Del Gadillo

Dated: _____, 2002

Fred Del Gadillo, Jr.

ACTION BY COTENANTS

The undersigned, constituting more than seventy percent (70%) of the Cotenants who are parties to the Co-Tenancy Agreement, dated December ____, 2002 ("Co-Tenancy"), take the following action:

I. APPROVAL OF SALE.

The Cotenants approve the Agreement for Purchase and Sale of Assets effective December ____, 2002 ("Sale Agreement") for the sale of the Co-Tenancy real and personal property.

RESOLVED, that the execution and delivery of the Sale Agreement of behalf of the Co-Tenancy is hereby ratified and approved;

RESOLVED, that the individual identified below is hereby authorized and empowered in the name and on behalf of the Cotenants to execute and deliver to the Buyer (and any closing or escrow agent involved in the closing of the Sale Agreement) any instruments or agreements of this Co-Tenancy which may be required for the closing of the sale in accordance with the Sale Agreement;

FURTHER RESOLVED, that the individual referred to in the preceding resolutions is as follows:

PRINTED NAME	SIGNATURE
Jack E. Miller	

II. EFFECTIVE DATE OF ACTION

The effective date of this action is December ____, 2002.

COTENANTS

Dated: 12-24, 2002

Jack E. Miller & Carol A.K. Miller
Jack E. Miller and Carol A.K. Miller, Trustees
of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of the
Estate of James H. Ballantyne

Dated: 12-5, 2002

Bruce R. Pickett
Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

Dated: _____, 2002

Fred Del Gadillo, Sr.

Dated: _____, 2002

Bob Del Gadillo

Dated: _____, 2002

Fred Del Gadillo, Jr.

ACTION BY COTENANTS

The undersigned, constituting more than seventy percent (70%) of the Cotenants who are parties to the Co-Tenancy Agreement, dated December 31, 2002 ("Co-Tenancy"), take the following action:

I. APPROVAL OF SALE.

The Cotenants approve the Agreement for Purchase and Sale of Assets effective December __, 2002 ("Sale Agreement") for the sale of the Co-Tenancy real and personal property.

RESOLVED, that the execution and delivery of the Sale Agreement of behalf of the Co-Tenancy is hereby ratified and approved;

RESOLVED, that the individual identified below is hereby authorized and empowered in the name and on behalf of the Cotenants to execute and deliver to the Buyer (and any closing or escrow agent involved in the closing of the Sale Agreement) any instruments or agreements of this Co-Tenancy which may be required for the closing of the sale in accordance with the Sale Agreement;

FURTHER RESOLVED, that the individual referred to in the preceding resolutions is as follows:

PRINTED NAME	SIGNATURE
Jack E. Miller	

II. EFFECTIVE DATE OF ACTION

The effective date of this action is December __, 2002.

COTENANTS

Dated: 12-24, 2002

Jack E. Miller & Carol A.K. Miller

Jack E. Miller and Carol A.K. Miller, Trustees
of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of the
Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay
L. Darwin McKay

Dated: _____, 2002

Donna McKay

Dated: _____, 2002

Fred Del Gadillo, Sr.

Dated: _____, 2002

Bob Del Gadillo

Dated: _____, 2002

Fred Del Gadillo, Jr.

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of the
Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: 1/2/03, 2002

Donna McKay

Donna McKay

Dated: _____, 2002

Fred Del Gadillo, Sr.

Dated: _____, 2002

Bob Del Gadillo

Dated: _____, 2002

Fred Del Gadillo, Jr.

Dated: _____, 2002

Fred Nakajima

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of the
Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKayDated: 1 2, 2002 2003Fred Delgadillo, Sr.

Dated: _____, 2002

Bob Delgadillo

Dated: _____, 2002

Fred Delgadillo, Jr.

ACTION BY COTENANTS

The undersigned, constituting more than seventy percent (70%) of the Cotenants who are parties to the Co-Tenancy Agreement, dated December 12, 2002 ("Co-Tenancy"), take the following action:

I. APPROVAL OF SALE.

The Cotenants approve the Agreement for Purchase and Sale of Assets effective December __, 2002 ("Sale Agreement") for the sale of the Co-Tenancy real and personal property.

RESOLVED, that the execution and delivery of the Sale Agreement of behalf of the Co-Tenancy is hereby ratified and approved;

RESOLVED, that the individual identified below is hereby authorized and empowered in the name and on behalf of the Cotenants to execute and deliver to the Buyer (and any closing or escrow agent involved in the closing of the Sale Agreement) any instruments or agreements of this Co-Tenancy which may be required for the closing of the sale in accordance with the Sale Agreement;

FURTHER RESOLVED, that the individual referred to in the preceding resolutions is as follows:

PRINTED NAME	SIGNATURE
Jack E. Miller	

II. EFFECTIVE DATE OF ACTION

The effective date of this action is December __, 2002.

COTENANTS

Dated: 12-24, 2002

Jack E. Miller & Carol A.K. Miller

Jack E. Miller and Carol A.K. Miller, Trustees
of the Miller Family Trust

Dated: _____, 2002

Christopher J. Kepus

Dated: _____, 2002

Alfred W. Sturr

Dated: _____, 2002

Richard Lavender

Dated: _____, 2002

Loyal A. Mehrhoff, Jr., Trustee of
Loyal A. and Irene Mehrhoff Trust

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of the
Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

Dated: _____, 2002

Fred Del Gadillo, Sr.

Dated: 12/30/, 2002



Bob Del Gadillo

Dated: _____, 2002

Fred Del Gadillo, Jr.

Dated: _____, 2002

Fred Nakaji

Dated: _____, 2002

Mary Ballantyne, individually and on behalf of the
Estate of James H. Ballantyne

Dated: _____, 2002

Bruce R. Pickett

Dated: _____, 2002

L. Darwin McKay

Dated: _____, 2002

Donna McKay

Dated: _____, 2002

Fred Del Gadillo, Sr.

Dated: _____, 2002

Bob Del Gadillo

Dated: _____, 2002

Fred Del Gadillo, Jr.

25371 JB/HEH



A Pioneer Company
PIONEER TITLE COMPANY
OF ADA COUNTY
821 W. State St. / Boise, Idaho 83702
(208) 373-3744

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 03/04/03 02:55 PM
DEPUTY Michelle Turner
RECORDED - REQUEST OF
Pioneer
AMOUNT 6.00



2

QUITCLAIM DEED

For Value Received

L. Darwin McKay, a married man as his separate estate
do hereby convey, release, remise and forever quit claim unto

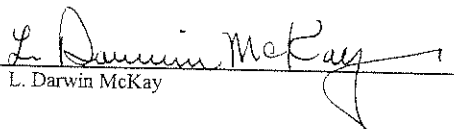
The Turf Corporation, an Idaho corporation
whose address is 6100 S. Eagle Road, Meridian, ID 83642,

the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

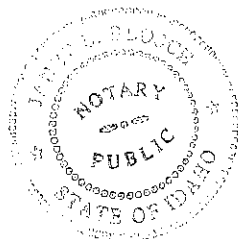
together with their appurtenances.

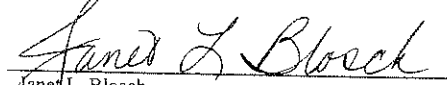
Dated: February 25, 2003

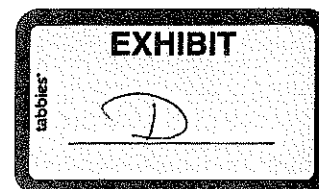

L. Darwin McKay

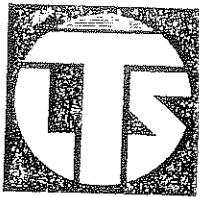
STATE OF IDAHO County of Ada, ss.

On this 25th day of February, in the year of 2003, before me Janet L. Blossch, notary public personally appeared L. Darwin McKay known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.




Janet L. Blossch
Notary Public of Idaho
Residing at Ada
Commission expires: March 17, 2005





**TEALEY'S LAND
SURVEYING**

2501 Bogus Basin Rd. • Boise, Idaho 83702
(208) 385-0636
Fax (208) 385-0696

Project No.: 2541
Date: February 24, 2003

Exhibit A

**DESCRIPTION
OF
PARCEL 1
IN PROPOSED
SILVERSTONE EAST SUBDIVISION
FOR THE
SUNDANCE COMPANY**

A parcel of land being a portion of the East 1/2 of the NW 1/4 of Section 21, T.3N., R.1E., B.M. as shown on Record of Survey No. 5136 on file in the Office of the Ada County Recorder, Idaho and more particularly described as follows:

BEGINNING at a brass cap marking the North 1/4 corner of said Section 21; thence along the North-South centerline of said Section 21

South 00°11'43" West 809.05 feet to an iron pin marking the Northeast corner of the parcel of land described in Instrument No. 100029927 in said Office of the Ada County Recorder; thence along the boundary of said parcel of land

North 71°05'47" West 316.75 feet to an iron pin; thence continuing

South 56°21'27" West 104.33 feet to an iron pin; thence continuing

South 00°01'30" West 281.98 feet to an iron pin; thence continuing

South 80°31'23" East 390.95 feet to an iron pin on said North-South centerline of Section 21; thence leaving said boundary along said North-South centerline of Section 21

South 00°11'43" West 1546.61 feet to an iron pin marking the Center 1/4 corner of said Section 21; thence along the East-West centerline of said Section 21

North 89°07'33" West 1333.76 feet to an iron pin marking the Southwest corner of said East 1/2 of the NW 1/4 of Section 21; thence along the West line of said East 1/2 of the NW 1/4 of Section 21

North 00°13'16" East 1990.91 feet to the Southwest corner of the NW 1/4 of the NE 1/4 of the NW 1/4 of said Section 21; thence along the South line of said NW 1/4 of the NE 1/4 of the NW 1/4

South 89°12'38" East 666.42 feet to the Southeast corner of said NW 1/4 of the NE 1/4 of the NW 1/4; thence along the East line of said NW 1/4 of the NE 1/4 of the NW 1/4

North 00°12'29" East 663.97 feet to the Northeast corner of said NW 1/4 of the NE 1/4 of the NW 1/4; thence along the North line of said Section 21

South 89°14'20" East 666.27 feet to the **POINT OF BEGINNING**;

Said Parcel Contains 68.24 Acres, more or less.

Tax Parcel 81121212485



225371 JB/HEH

2



A Pioneer Company
PIONEER TITLE COMPANY
OF ADA COUNTY
821 W. State St. / Boise, Idaho 83702
(208) 373-3744

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 03/04/03 02:55 PM
DEPUTY Michelle Turner
RECORDED - REQUEST OF
Pioneer
AMOUNT 6.00



QUITCLAIM DEED

For Value Received

L. Darwin McKay, a married man as his separate estate
do hereby convey, release, remise and forever quit claim unto

The Turf Corporation, an Idaho corporation
whose address is 6100 S. Eagle Road, Meridian, ID 83642,

the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

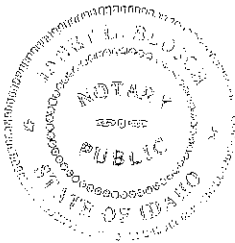
together with their appurtenances.

Dated: February 25, 2003

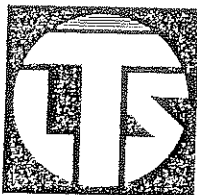
L. Darwin McKay
L. Darwin McKay

STATE OF IDAHO County of Ada, ss.

On this 25th day of February, in the year of 2003, before me Janet L. Bloesch, notary public personally appeared L. Darwin McKay known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Janet L. Bloesch
Janet L. Bloesch
Notary Public of Idaho
Residing at Ada
Commission expires: March 17, 2005



**TEALEY'S LAND
SURVEYING**

2501 Bogus Basin Rd. • Boise, Idaho 83702
(208) 385-0636
Fax (208) 385-0696

Project No.: 2541
Date: February 24, 2003

Exhibit A

**DESCRIPTION
OF
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IN PROPOSED
SILVERSTONE EAST SUBDIVISION
FOR THE
SUNDANCE COMPANY**

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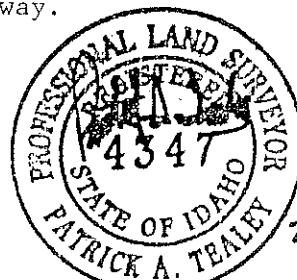
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South 89°14'20" East 666.27 feet to the **POINT OF BEGINNING**;

Said Parcel Contains 68.24 Acres, more or less.

EXCEPT that portion lying within Overland Road right-of-way.



2/24/03

225371 JB/HEH

2



A Pioneer Company

PIONEER TITLE COMPANY

OF ADA COUNTY

821 W. State St. / Boise, Idaho 83702

(208) 373-3744

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 03/04/03 02:55 PM
DEPUTY Michelle Turner
RECORDED - REQUEST OF
Pioneer
AMOUNT 6.00



103035218

QUITCLAIM DEED

For Value Received

L. Darwin McKay, a married man as his separate estate
do hereby convey, release, remise and forever quit claim unto

The Turf Corporation, an Idaho corporation
whose address is 6100 S. Eagle Road, Meridian, ID 83642,

the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

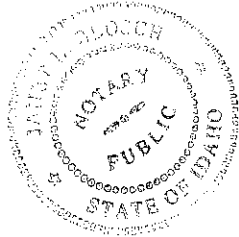
together with their appurtenances.

Dated: February 25, 2003

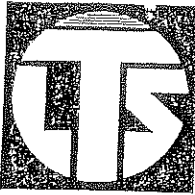
L. Darwin McKay
L. Darwin McKay

STATE OF IDAHO County of Ada, ss.

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Janet L. Bloesch
Janet L. Bloesch
Notary Public of Idaho
Residing at Ada
Commission expires: March 17, 2005



**TEALEY'S LAND
SURVEYING**

2501 Bogus Basin Rd. • Boise, Idaho 83702
(208) 385-0636
Fax (208) 385-0696

Project No.: 2541
Date: February 24, 2003

Exhibit A

**DESCRIPTION
OF
PARCEL 2
IN PROPOSED
SILVERSTONE EAST SUBDIVISION
FOR THE
SUNDANCE COMPANY**

A parcel of land being the NW 1/4 of the NE 1/4 of the NW 1/4 of Section 21, T.3N., R.1E., B.M. as shown on Record of Survey No. 5136 on file in the Office of the Ada County Recorder, Idaho and more particularly described as follows:

COMMENCING at a brass cap marking the North 1/4 corner of said Section 21; thence along the North line of said Section 21

North 89°14'20" West 666.27 feet to the Northeast corner of said NW 1/4 of the NE 1/4 of the NW 1/4 which point is the POINT OF BEGINNING; thence along the East line of said NW 1/4 of the NE 1/4 of the NW 1/4

South 00°12'29" West 663.97 feet to the Southeast corner of said NW 1/4 of the NE 1/4 of the NW 1/4; thence along the South line of said NW 1/4 of the NE 1/4 of the NW 1/4

North 89°12'38" West 666.42 feet to the Southwest corner of said NW 1/4 of the NE 1/4 of the NW 1/4; thence along the West line of said NW 1/4 of the NE 1/4 of the NW 1/4

North 00°13'16" East 663.64 feet to an iron pin marking the Northwest corner of said NW 1/4 of the NE 1/4 of the NW 1/4; thence along the North line of said Section 21 South 89°14'20" East 666.26 feet to the POINT OF BEGINNING;

Said Parcel Contains 10.15 Acres, more or less.

Tax Parcel S1121212550



-25371 JB/HEH

2



A Pioneer Company
PIONEER TITLE COMPANY
OF ADA COUNTY
821 W. State St. / Boise, Idaho 83702
(208) 373-3744

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 03/04/03 02:55 PM
DEPUTY Michelle Turner
RECORDED - REQUEST OF
Pioneer
AMOUNT 6.00



QUITCLAIM DEED

For Value Received

L. Darwin McKay, a married man as his separate estate
do hereby convey, release, remise and forever quit claim unto

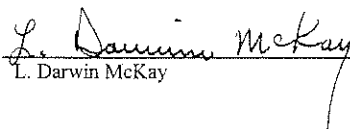
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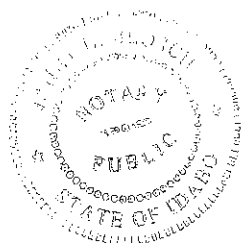
together with their appurtenances.

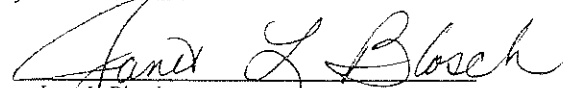
Dated: February 25, 2003

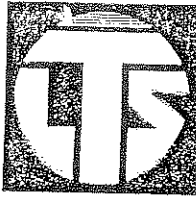

L. Darwin McKay

STATE OF IDAHO County of Ada, ss.

On this 25th day of February, in the year of 2003, before me Janet L. Blossch, notary public personally appeared L. Darwin McKay known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.




Janet L. Blossch
Notary Public of Idaho
Residing at Ada
Commission expires: March 17, 2005



**TEALEY'S LAND
SURVEYING**

2501 Bogus Basin Rd. • Boise, Idaho 83702
(208) 385-0636
Fax (208) 385-0696

Project No.: 2541
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**DESCRIPTION
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SILVERSTONE EAST SUBDIVISION
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SUNDANCE COMPANY**

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Said Parcel Contains 10.15 Acres, more or less.

EXCEPT that portion lying within Overland Road right-of-way.



25371 JB/HEH

2



A Pioneer Company

PIONEER TITLE COMPANY
OF ADA COUNTY
821 W. State St. / Boise, Idaho 83702
(208) 373-3744

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 03/04/03 02:55 PM
DEPUTY Michelle Turner
RECORDED - REQUEST OF
Pioneer
AMOUNT 6.00



WARRANTY DEED

For Value Received

The Turf Corporation, an Idaho corporation.

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Sundance Investments Limited Partnership, an Idaho limited partnership

hereinafter referred to as Grantee, whose current address is 9100 W. Blackeagle Drive, Boise, ID 83709
the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

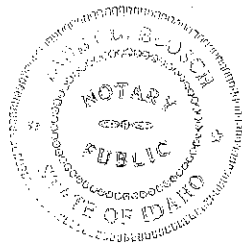
Dated: February 25, 2003

The Turf Corporation

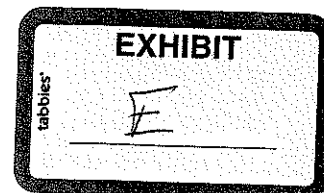
By: L. Darwin McKay
L. Darwin McKay, President

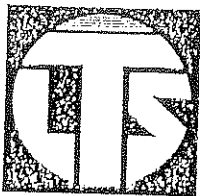
STATE OF IDAHO, County of Ada _____, ss.

On this 25 day of February, in the year of 2003, before me Janet L. Bloesch, notary public personally appeared L. Darwin McKay, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Janet L. Bloesch
Janet L. Bloesch
Notary Public of Idaho
Residing at Ada
Commission expires: March 17, 2005





**TEALEY'S LAND
SURVEYING**

2501 Bogus Basin Rd. • Boise, Idaho 83702
(208) 385-0636
Fax (208) 385-0696

Exhibit A

Project No.: 2541

Date: February 24, 2003

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PARCEL 1
IN PROPOSED
SILVERSTONE EAST SUBDIVISION
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South 00°01'30" West 281.98 feet to an iron pin; thence continuing

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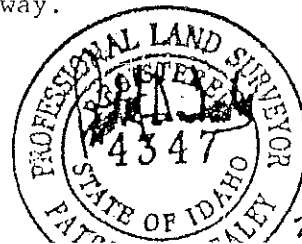
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Said Parcel Contains 68.24 Acres, more or less.

EXCEPT that portion lying within Overland Road right-of-way.



25371 JB/HCH

2



A Pioneer Company
PIONEER TITLE COMPANY
OF ADA COUNTY
821 W. State St. / Boise, Idaho 83702
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ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 03/04/03 02:55 PM
DEPUTY Michelle Turner
RECORDED - REQUEST OF
Pioneer
AMOUNT 6.00



2

WARRANTY DEED

For Value Received

The Turf Corporation, an Idaho corporation.

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

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To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

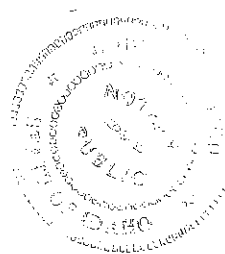
Dated: February 25, 2003

The Turf Corporation

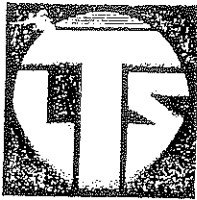
By: L. Darwin McKay
L. Darwin McKay, President

STATE OF IDAHO, County of Ada _____, ss.

On this 25th day of February, in the year of 2003, before me Janet L. Blossch, notary public personally appeared L. Darwin McKay, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Janet L. Blossch
Janet L. Blossch
Notary Public of Idaho
Residing at Ada
Commission expires: March 17, 2005



TEALEY'S LAND
SURVEYING

2501 Bogus Basin Rd. • Boise, Idaho 83702
(208) 385-0636
Fax (208) 385-0600

Exhibit A

Project No.: 2541
Date: February 24, 2003

DESCRIPTION
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PARCEL 2
IN PROPOSED
SILVERSTONE EAST SUBDIVISION
FOR THE
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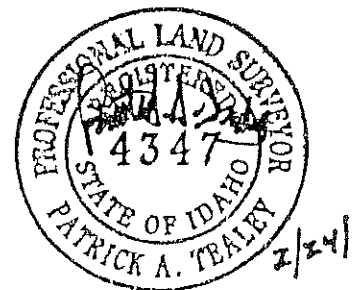
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2 .5371 JB/HEH

2



A Pioneer Company

PIONEER TITLE COMPANY
OF ADA COUNTY
821 W. State St. / Boise, Idaho 83702
(208) 373-3744

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 03/04/03 02:55 PM
DEPUTY Michelle Turner
RECORDED - REQUEST OF
Pioneer
AMOUNT 6.00



103035221

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For Value Received

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whose address is 9100 W. Blackeagle Drive, Boise, ID 83709 ,

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together with their appurtenances.

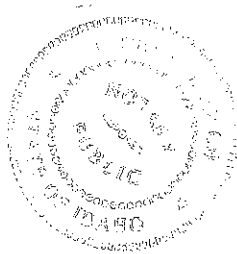
Dated: February 25, 2003

The Turf Corporation

By: L. Darwin McKay
L. Darwin McKay, President

STATE OF IDAHO County of Ada, ss.

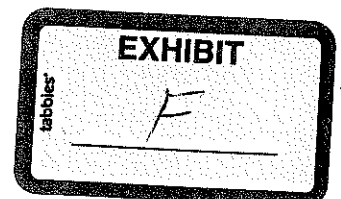
On this 25th day of February, in the year of 2003, before me Janet L. Blossch, notary public personally appeared L. Darwin McKay known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument of behalf of said corporation, and acknowledged to me that such corporation executed the same.

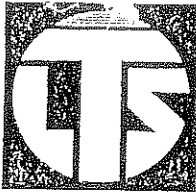


Janet L. Blossch

Janet L. Blossch
Notary Public of Idaho
Residing at Ada

Commission expires: March 17, 2005





TEALEY'S LAND
SURVEYING

2501 Bogus Basin Rd. • Boise, Idaho 83702
(208) 385-0636
Fax (208) 385-0696

Exhibit A

Project No.: 2541
Date: February 24, 2003

DESCRIPTION
OF
PARCEL 1
IN PROPOSED
SILVERSTONE EAST SUBDIVISION
FOR THE
SUNDANCE COMPANY

A parcel of land being a portion of the East 1/2 of the NW 1/4 of Section 21, T.3N., R.1E., B.M. as shown on Record of Survey No. 5136 on file in the Office of the Ada County Recorder, Idaho and more particularly described as follows:

BEGINNING at a brass cap marking the North 1/4 corner of said Section 21; thence along the North-South centerline of said Section 21

South 00°11'43" West 809.05 feet to an iron pin marking the Northeast corner of the parcel of land described in Instrument No. 100029927 in said Office of the Ada County Recorder; thence along the boundary of said parcel of land

North 71°05'47" West 316.75 feet to an iron pin; thence continuing

South 56°21'27" West 104.33 feet to an iron pin; thence continuing

South 00°01'30" West 281.98 feet to an iron pin; thence continuing

South 80°31'23" East 390.95 feet to an iron pin on said North-South centerline of Section 21; thence leaving said boundary along said North-South centerline of Section 21

South 00°11'43" West 1546.61 feet to an iron pin marking the Center 1/4 corner of said Section 21; thence along the East-West centerline of said Section 21

North 89°07'33" West 1333.76 feet to an iron pin marking the Southwest corner of said East 1/2 of the NW 1/4 of Section 21; thence along the West line of said East 1/2 of the NW 1/4 of Section 21

North 00°13'16" East 1990.91 feet to the Southwest corner of the NW 1/4 of the NE 1/4 of the NW 1/4 of said Section 21; thence along the South line of said NW 1/4 of the NE 1/4 of the NW 1/4

South 89°12'38" East 666.42 feet to the Southeast corner of said NW 1/4 of the NE 1/4 of the NW 1/4; thence along the East line of said NW 1/4 of the NE 1/4 of the NW 1/4

North 00°12'29" East 663.97 feet to the Northeast corner of said NW 1/4 of the NE 1/4 of the NW 1/4; thence along the North line of said Section 21

South 89°14'20" East 666.27 feet to the POINT OF BEGINNING;

Said Parcel Contains 68.24 Acres, more or less.

Tax Parcel S1121212485



2/24/03

25371 JB/HEH

2



A Pioneer Company
PIONEER TITLE COMPANY
OF ADA COUNTY
821 W. State St. / Boise, Idaho 83702
(208) 373-3744

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 03/04/03 02:55 PM
DEPUTY Michelle Turner
RECORDED - REQUEST OF
Pioneer
AMOUNT 6.00



QUITCLAIM DEED

For Value Received

The Turf Corporation, an Idaho corporation
do hereby convey, release, remise and forever quit claim unto

Sundance Investments Limited Partnership, an Idaho limited partnership
whose address is 9100 W. Blackeagle Drive, Boise, ID 83709 ,

the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

together with their appurtenances.

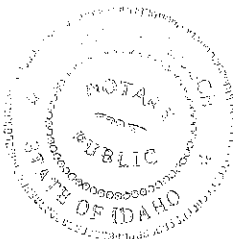
Dated: February 25, 2003

The Turf Corporation

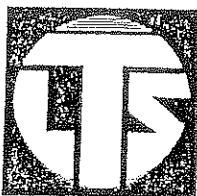
By: L. Darwin McKay
L. Darwin McKay, President

STATE OF IDAHO County of Ada, ss.

On this 25th day of February, in the year of 2003, before me Janet L. Bloch, notary public personally appeared L. Darwin McKay known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument of behalf of said corporation, and acknowledged to me that such corporation executed the same.



Janet L. Bloch
Janet L. Bloch
Notary Public of Idaho
Residing at Ada
Commission expires: March 17, 2005



**TEALEY'S LAND
SURVEYING**

2501 Bogus Basin Rd. • Boise, Idaho 83702
(208) 385-0636
Fax (208) 385-0698

Exhibit A

Project No.: 2541
Date: February 24, 2003

**DESCRIPTION
OF
PARCEL 2
IN PROPOSED
SILVERSTONE EAST SUBDIVISION
FOR THE
SUNDANCE COMPANY**

A parcel of land being the NW 1/4 of the NE 1/4 of the NW 1/4 of Section 21, T.3N., R.1E., B.M. as shown on Record of Survey No. 5136 on file in the Office of the Ada County Recorder, Idaho and more particularly described as follows:

COMMENCING at a brass cap marking the North 1/4 corner of said Section 21; thence along the North line of said Section 21

North 89°14'20" West 666.27 feet to the Northeast corner of said NW 1/4 of the NE 1/4 of the NW 1/4 which point is the POINT OF BEGINNING; thence along the East line of said NW 1/4 of the NE 1/4 of the NW 1/4

South 00°12'29" West 663.97 feet to the Southeast corner of said NW 1/4 of the NE 1/4 of the NW 1/4; thence along the South line of said NW 1/4 of the NE 1/4 of the NW 1/4

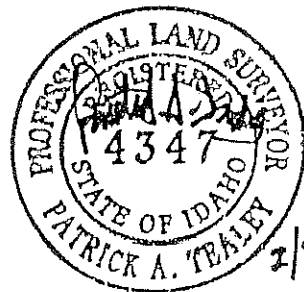
North 89°12'38" West 666.42 feet to the Southwest corner of said NW 1/4 of the NE 1/4 of the NW 1/4; thence along the West line of said NW 1/4 of the NE 1/4 of the NW 1/4

North 00°13'16" East 663.64 feet to an iron pin marking the Northwest corner of said NW 1/4 of the NE 1/4 of the NW 1/4; thence along the North line of said Section 21

South 89°14'20" East 666.26 feet to the POINT OF BEGINNING;

Said Parcel Contains 10.15 Acres, more or less.

Tax Parcel S1121212550



225371 JB/HEH



A Pioneer Company
PIONEER TITLE COMPANY
OF ADA COUNTY
821 W. State St. / Boise, Idaho 83702
(208) 373-3744

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 03/04/03 02:55 PM
DEPUTY Michelle Turner
RECORDED - REQUEST OF
Pioneer
AMOUNT 6.00



2

QUITCLAIM DEED

For Value Received

L. Darwin McKay and Patricia E. McKay, husband and wife
do hereby convey, release, remise and forever quit claim unto

Sundance Investments Limited Partnership, an Idaho limited partnership
whose address is 9100 W. Blackeagle Drive, Boise, ID 83709

the following described premises, to-wit:

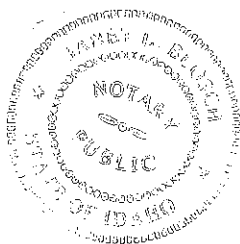
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together with their appurtenances.

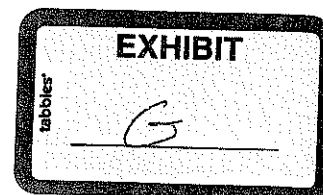
Dated: February 24, 2003

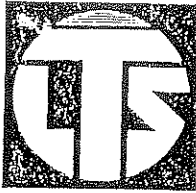
L. Darwin McKay
L. Darwin McKay
Patricia E. McKay
Patricia E. McKay

STATE OF Idaho County of Ada, ss.
On this 26th day of February, in the year of 2003, before me Tanet L. Bloch, notary
public personally appeared L. Darwin McKay and Patricia E. McKay, known or identified to me to be the
person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they
executed the same.



Tanet L. Bloch
Notary Public of Idaho
Residing at Boise, Idaho
Commission expires: 3-17-2005





**TEALEY'S LAND
SURVEYING**

2501 Bogus Basin Rd. • Boise, Idaho 83702
(208) 385-0636
Fax (208) 385-0696

Project No.: 2541
Date: February 24, 2003

Exhibit A

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Tax Parcel 51121212485



2/24/03

225371 JB/HEH



A Pioneer Company

PIONEER TITLE COMPANY

OF ADA COUNTY

821 W. State St. / Boise, Idaho 83702
(208) 373-3744

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 03/04/03 02:55 PM
DEPUTY Michelle Turner
RECORDED-REQUEST OF
Pioneer
AMOUNT 6.00



2

QUITCLAIM DEED

For Value Received

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whose address is 9100 W. Blackeagle Drive, Boise, ID 83709

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together with their appurtenances.

Dated: February 24, 2003

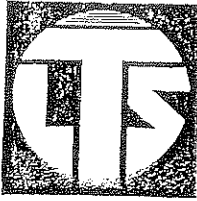
L. Darwin McKay
L. Darwin McKay
Patricia E. McKay
Patricia E. McKay

STATE OF Idaho County of Ada, ss.

On this 26th day of February, in the year of 2003, before me Tanet L. Bloesch notary
public personally appeared L. Darwin McKay and Patricia E. McKay, known or identified to me to be the
person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they
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Tanet L. Bloesch
Notary Public of Idaho
Residing at Boise, Idaho
Commission expires: 3-17-2005



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Tax Parcel S1121212550

