



Not To Scale

MICROFILMED

Soil Map #9

AUG 17 1992

Conway - Hamming
See #AG3-00182 for accurate map.

Idaho Department of Water Resources

T04N, R01E, S16 & S17

Claim No: 63-216A

Prepared By: Kimberly Brown

Date: November 8, 2005



Place of Use



Section Lines



1/4 1/4

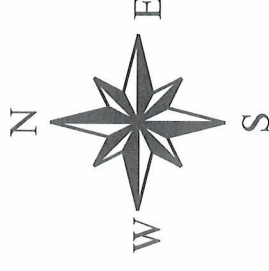


Point of Diversion

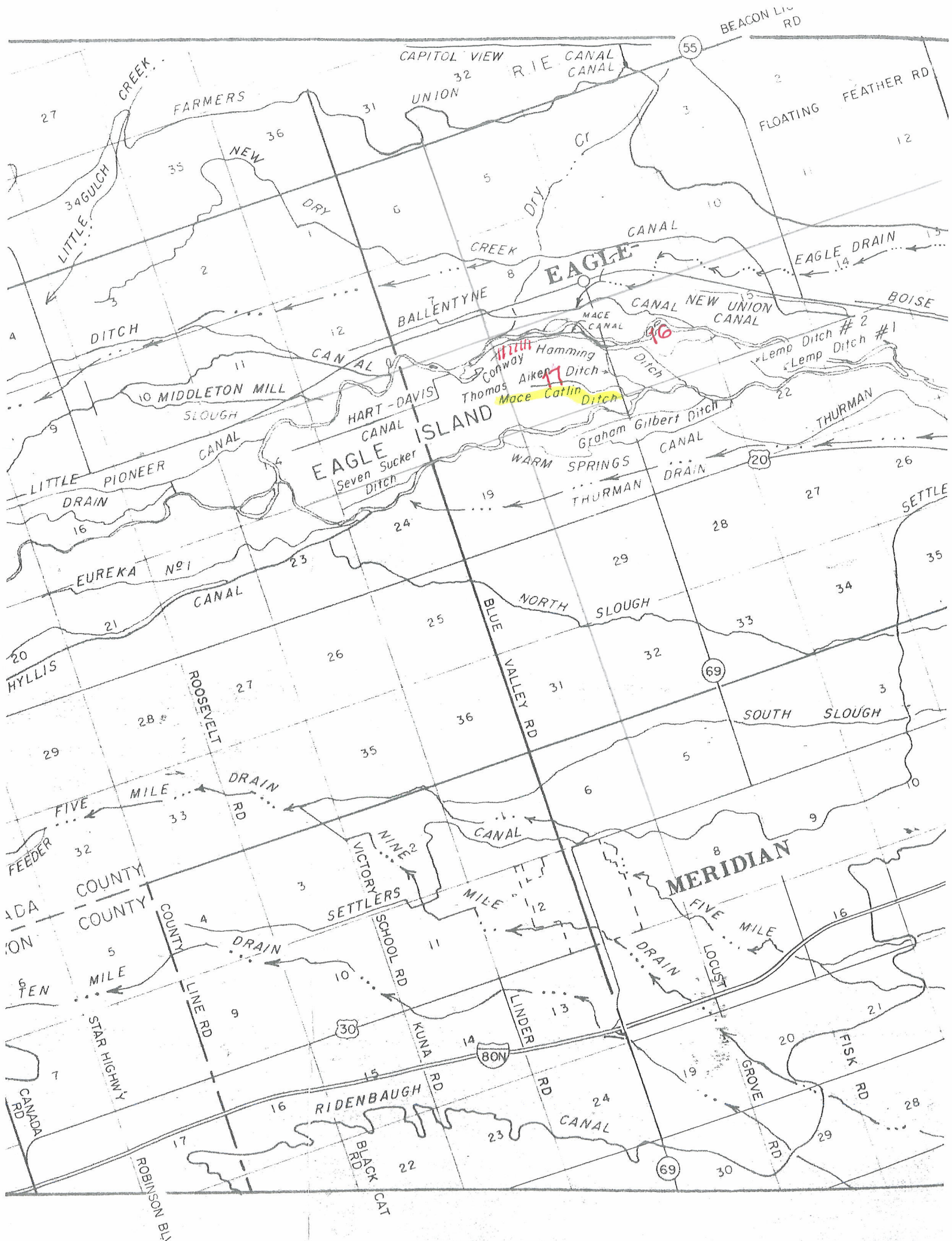
Acres Irrigated = 40.0



300 0 300 600 Feet



1987 NAPP



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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 63-216A
Date Received: 7/11/1989
Receipt No: W003560
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

LEONARD AND MAXINE MACE TRUST Phone: (208) 939-6346
800 MACE ROAD
EAGLE ID USA 83616

2. Date of Priority: 06/01/1889

3. Source: BOISE RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
04N	01E	16	SW NW	ADA	

5. Description of diverting works:

DAM, MACE & MACE DITCH, FREE FLOW

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	0.8	

7. Total Quantity Appropriated is:
0.8 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04N	01E	17	NE	NW	IRRIGATION	22.7
			NW	NW	IRRIGATION	20.6
					Section Acres	43.3
					Total Acres	43.3

11. Place of use in counties: ADA

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

TRANS. 2996.

INCREASED ACREAGE, FROM 40 TO 43.3 IN THE SAME 1/4, 1/4 SECTION ONE POINT OF DIVERSION VS TWO POINTS AS SHOWN ON THE TRANSFER APPLICATION. MR. MACE STATES THAT HIS SOIL IS VERY GRAVELLY AND HE NEEDS MORE THAN AN 1"/ACRE.

SEE WR#A6300182 FOR MAP.

CHANGE IN OWNERSHIP LG 12/6/05
JERRY MACE IS A CO- TRUSTEE.

15. Basis of Claim: Decreed

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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DEC 05 2005

WATER RESOURCES
WESTERN REGION

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	A63-216A				
	A63-182				

2. The following **REQUIRED** information must be submitted with this form:

A. The appropriate **FILING FEE**. See instructions for fee amounts.

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Leonard C Mace and Maxine E Mace
800 Mace Rd. Eagle ID 83616
4. New Owner/Claimant(s) Leonard and Maxine Mace Trust
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address Same as above
- City, State and ZIP Code Jerry Mace Trustee, 783 W Aikens Ct. Eagle, ID
- New Telephone Number (208) 939-6346 or Jerry Mace, trustee 939-2508
5. Date you acquired the property Exact Date unknown, but Leonard owned property prior to his marriage to Maxine which date was March 3, 1956.

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) X Therese E. Mace
(include title if applicable) Jerry R. Mace, Trustee

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only
 Received by KLB Date 12/05/05 Fee 0
 Received by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**INSTRUCTIONS FOR FILING
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. All claimants and owners of water rights are required to notify the Department of Water Resources (IDWR) of any change in mailing address or change in ownership of all or part of a water right. In addition, all purchasers of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary.

Effective July 1, 2000, the Idaho Legislature amended Section 42-248, Idaho Code to include a provision for fees to file a Notice of Change in Water Right Ownership. Please see details at Item 8, below, to determine if fees are required for your filing.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, **the seller should be able to provide you with the water right or adjudication claim number(s).** Please enter the number(s) at **Item 1.** Corresponding water right and adjudication claim numbers should be listed next to each other on the form. You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be "split" to provide you your share of each right. Indicate if a split is required by checking in the space provided next to each water right.

If you receive water from a municipal provider, an irrigation district or other water delivery organization, where the water rights are held by the organization, please do not use this form to record a change. You may need to contact the water delivery organization to determine if any action is necessary.

If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If adjudication claims for the rights are required and have not been filed, IDWR will so advise you.

2. The information described at **Item 2** is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. **Do not** obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner/claimant(s) of the water right(s) at **Item 3.**
4. The name, mailing address, and telephone numbers of the new owner/claimant(s) is entered at **Item 4.** Please indicate the relationship between multiple owners by using the connector "and", "or", or "and/or." If an "and" is used, all parties must sign this form. If an "and/or" or "or" is used, all parties may sign; however, only one of the named parties is required to sign.
5. At **Item 5**, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.

RECEIVED

State of Idaho
CERTIFICATE OF DEATH

ONLY A COPY OF THIS DOCUMENT, CERTIFIED BY THE STATE REGISTRAR, WITH THE DEPT. OF HEALTH & WELFARE RAISED SEAL, SHALL BE USED AS PRIMA FACIE EVIDENCE OF THIS DEATH UNDER IDAHO CODE 39-241(h) & 39-274

State File No. _____
Local Reg. No. _____

DECEDENT		NAME FIRST		MIDDLE		LAST		SEX	DATE OF DEATH (Month, Day, Year)	
DECEASED		LEONARD		CHARLES		MACE		Male	November 6, 1997	
TYPE OF DEATH		RESOURCES		AGE - Last Birthday (Yrs.)		UNDER 1 YEAR		UNDER 1 DAY		DATE OF BIRTH (Month, Day, Year)
PERMANENT		WESTERN REGION		87		MONTHS DAYS		HOURS MINS.		August 12, 1910
BLACK INK				PLACE OF DEATH (Check only one) *		HOSPITAL		OTHER		BIRTHPLACE (City and State or Foreign Country)
DO NOT USE				a. ☐ Yes ☒ No		(1) ☐ Inpatient (2) ☐ ER/Outpatient (3) ☐ DOA		(4) ☒ Long-Term Care Facility (5) ☐ Own Residence (6) ☐ Other Private Residence (7) ☐ Other (Specify)		Meridian, Idaho
FELT TIP PEN				FACILITY NAME AND ADDRESS (If not a hospital, enter name of place, street and number)		CITY, TOWN OR LOCATION OF DEATH		COUNTY OF DEATH		
				Hillcrest Rehabilitation/Care Center		Boise		Ada		
				MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify)		SURVIVING SPOUSE (If wife, give maiden name)		DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired.)		KIND OF BUSINESS / INDUSTRY
				Married		Maxine Thomas		Rancher		Ranching
				RESIDENCE STATE		COUNTY		CITY, TOWN OR LOCATION		STREET AND NUMBER
				Idaho		Ada		Eagle		800 Mace Road
				INSIDE CITY LIMITS?		WAS DECEDENT OF HISPANIC ORIGIN? (Specify No or Yes - If yes, specify Cuban, Mexican, Puerto Rican, etc.)		RACE - American Indian, Black, Japanese, White, etc. (Specify)		16. DECEDENT'S EDUCATION (Specify only highest grade completed)
				☒ Yes ☐ No		☐ Yes ☒ No		White		Elementary/Secondary (0-12) College (1-4 or 5+)
				FATHER - NAME		BIRTHPLACE		MOTHER - FULL MAIDEN NAME		BIRTHPLACE
				Charles Mace		Idaho		Mary Venable		Oklahoma
				INFORMANT'S NAME (Type/Print)		MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code)				
				Maxine Mace		800 Mace Road, Eagle, Idaho 83616				
				METHOD OF DISPOSITION		PLACE OF DISPOSITION (Name of cemetery, crematory, or other place)		LOCATION - City or Town, State		
				☒ Burial ☐ Cremation ☐ Removal from Idaho		Joplin Cemetery		Boise, Idaho		
				☐ Donation ☐ Other (Specify)						
				SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH		LICENSE NUMBER (of Licensee)		NAME AND ADDRESS OF FACILITY		
								Alden-Waggoner Chapel, Boise, Idaho		
				TIME OF DEATH		DATE PRONOUNCED DEAD (Month, Day, Year)		WAS CASE REFERRED TO CORONER?		MANNER OF DEATH (Check One)
				0300		November 6, 1997		☐ Yes ☒ No		☒ Natural ☐ Homicide ☐ Suicide ☐ Accident ☐ Pending Investigation ☐ Could Not Be Determined
				27. PART I Enter the diseases, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.		IMMEDIATE CAUSE		Approximate Interval Between Onset and Death		
				IMMEDIATE CAUSE (Final disease or condition resulting in death)		a. <i>Bronchopneumonia</i>		3-5 days		
				Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (disease or injury that initiated events resulting in death) LAST		b. <i>Aspiration</i>				
						c. <i>Pneumonia</i>				
						d.				
				27. PART II. Other Significant Conditions contributing to death but not resulting in the underlying cause given in Part I.		WAS AN AUTOPSY PERFORMED?		WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH?		
						☐ Yes ☒ No		☐ Yes ☒ No		
				CERTIFIER (Check only one)		SIGNATURE AND TITLE OF CERTIFIER		LICENSE NUMBER		DATE SIGNED (Month, Day, Year)
				☒ PHYSICIAN - To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner as stated.		<i>E. H. Newcombe</i>		112849		11/7/97
				☐ CORONER - On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner as stated.		NAME AND ADDRESS OF CERTIFIER (Type/Print)				
						Edward H. Newcombe, MD, 2036 N. Cole Road, Boise, Idaho				
				DATE OF INJURY (Mo., Day, Yr.)		HOUR OF INJURY		DESCRIBE HOW INJURY OCCURRED		
				INJURY AT WORK? ☐ Yes ☐ No		IF TRANSPORTATION ACCIDENT, Specify ☐ Driver ☐ Passenger ☐ Pedestrian ☐ Other		PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)		LOCATION (Street or Route Number, City/Town, or County, and State)
				CORONER'S ACTION (Check One)		CORONER'S SIGNATURE		DATE SIGNED (Month, Day, Year)		
				(1) ☐ Reviewed Only (2) ☐ Reviewed and/or Amended, and Certified						
				REGISTRAR'S SIGNATURE				DATE FILED (Month, Day, Year)		

VITAL STATISTIC'S COPY

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DEC 05 2005

WATER RESOURCES
WESTERN REGION

RESTATED TRUST AGREEMENT
OF
THE LEONARD AND MAXINE MACE TRUST

October 5, 1982
(Restated November 2, 1989)

Prepared By
DWIGHT F. BICKEL
Attorney at Law
8411 Fairview Avenue
Boise, Idaho 83704

RESTATED TRUST AGREEMENT

THIS AGREEMENT AND DECLARATION OF TRUST, made and entered into this 2nd day of November, 1989, between LEONARD C. MACE and MAXINE E. MACE, husband and wife, of Ada County, Idaho, as Grantors (hereinafter sometimes called "Grantor"), and LEONARD C. MACE and MAXINE E. MACE, as Co-Trustees (hereinafter sometimes called "Trustee");

WITNESSETH;

WHEREAS, Grantors have heretofore entered into a certain "Revocable Trust Agreement", dated October 5, 1982, between the SOUTHERN IDAHO CORPORATION OF SEVENTH-DAY ADVENTISTS, a nonprofit religious corporation, of Boise, Idaho, as Trustee, and Grantors, therein referred to as "Trustors", which said trust is sometimes referred to on the records of Southern Idaho Corporation of Seventh-Day Adventists as Trust Agreement #31-200539-1; and

WHEREAS, said "Revocable Trust Agreement" has heretofore been amended and re-amended, pursuant to the powers reserved to the "Trustors" in Paragraph 2 of Article II thereof; and

WHEREAS, Grantors desire to further amend said "Revocable Trust Agreement", and further desire to restate the entire Trust Agreement, as amended, for purposes of clarity and simplicity of administration;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, Grantors do hereby amend and restate the provisions of said "Revocable Trust Agreement" dated October 5, 1982, as heretofore amended, in its entirety, pursuant to the powers reserved to themselves in Paragraph 2 of Article II of said "Revocable Trust Agreement". The terms and provisions set forth in this "Restated Trust Agreement" shall supersede and replace, in all respects, the provisions set forth in said "Revocable Trust Agreement" dated October 5, 1982, and all previous amendments, supplements, and endorsements thereto, all of which shall hereafter be disregarded and shall have no force or effect whatsoever from and after the date of execution of this "Restated Trust Agreement".

ARTICLE I - TRUST ESTATE

All property now held by the Trustee under said "Revocable Trust Agreement" dated October 5, 1982, as heretofore amended and supplemented, shall constitute the trust estate under this Restated Trust Agreement, together with any other property which Trustee may hereafter at any time hold or acquire from Grantors or otherwise, all of which is hereinafter collectively referred to as the "trust estate". The trust estate shall include, but is not necessarily limited to, the property more particularly described upon Schedule "A" attached hereto and by this reference incorporated herein. Trustee shall hold said trust estate IN TRUST for the following uses and purposes and subject to the following terms and conditions.

ARTICLE II - TRUSTEE

The Trustee of this trust shall be LEONARD C. MACE and MAXINE E. MACE, as Co-Trustees, hereby replacing SOUTHERN IDAHO CORPORATION OF SEVENTH-DAY ADVENTISTS as Trustee hereunder. Said former Trustee shall forthwith deliver up to the said Co-Trustees all property and assets now comprising a part of the trust estate hereunder.

ARTICLE III - NAME OF TRUST

The name of this trust shall be THE LEONARD AND MAXINE MACE TRUST.

ARTICLE IV - SEPARATE AND COMMUNITY PROPERTY

Grantors hereby declare and affirm that all real property now comprising a part of the trust estate shall be deemed to have the character of the sole and separate property of Grantor LEONARD C. MACE, saving and excepting only the residence and outbuildings situated on the parcel of said property presently occupied by Grantors for the personal residence, which said residence and outbuildings are hereby declared to have the character of community property of the Grantors. All other property comprising a part of the trust estate hereunder is hereby declared to have the character of community property of the Grantors. It is the intention of Grantors that, except as expressly hereafter provided to the contrary, all such property shall retain its character as community property or separate property, as the case may be, while held in trust during the joint lifetimes of Grantors, subject to all of the provisions of this Agreement. It is the intention of Grantors that all property which shall at any time hereafter comprise a part of the trust estate hereunder which shall be designated upon an amended Schedule "A" hereto or otherwise in writing signed by Grantors upon the books and records of Trustee as having the character of separate property of one of the Grantors shall, while held in trust during the joint lifetimes of Grantors, retain its character as separate property of the Grantor so indicated, subject to all of the provisions of this Agreement. Unless otherwise expressly stated upon an amended Schedule "A" attached hereto, or in another writing signed by Grantors, or in the instrument conveying, assigning, or transferring any addition to this Trust contributed by Grantors, or either of them, or by others, during the joint lifetimes of Grantors, such contributed property shall be conclusively presumed to have the character of community property of the Grantors during their joint lifetimes except as expressly hereafter provided to the contrary. With respect to such separate and community property, it is the intention of Grantors that:

A. All proceeds of property sold or exchanged shall retain the separate or community property character of the property so sold or exchanged.

B. All increase in the value of property through reduction in indebtedness encumbering such property or by reason of improvements made to such property shall have the same character as the property itself, regardless of

the source of funds through which such indebtedness was reduced or with which such improvements were made.

C. All rents, profits, and income derived from the trust estate shall be conclusively presumed to have the character of community property of the Grantors, during their joint lifetimes, regardless of the character of the property which was the source of such income, except in the case of securities and cash (including checking accounts, savings accounts, certificates of deposit, and other cash equivalent-type of investments), in which event the income shall have the same character as the character of the property which was the source of such income. Dividends on securities (whether paid in cash or in stock) and securities received by reason of stock split, merger, consolidation, or other reorganization shall have the same character as the securities by reason of which such dividends or other securities were received.

D. With respect to any property at any time comprising a part of the trust estate hereunder which is not designated in the manner above stated as having the character of separate property of one of the Grantors, and which is not located in a community property jurisdiction, and which cannot by agreement of the Grantors be lawfully constituted as their community property, the beneficial interests of the Grantors with respect thereto are, during their joint lifetimes, hereby declared to be joint interests held as joint tenants with right of survivorship and not as tenants in common.

ARTICLE V - DISTRIBUTIONS DURING JOINT LIFETIMES OF GRANTORS

During the joint lifetimes of the Grantors the Trustee shall pay to the Grantors in installments convenient to the Grantors and the Trustee all the net income of the trust estate. During the joint lifetimes of the Grantors, Trustee shall also pay to or apply for the benefit of the Grantors, or either of them, such amounts from the principal of the trust estate, up to the whole thereof, as Trustee may from time to time, in Trustee's absolute discretion, deem necessary or advisable for the Grantor's use and benefit, and the use and benefit of those dependent upon the Grantors, if any.

VI - DISTRIBUTIONS AFTER DEATH OF EITHER GRANTOR

In the event Grantor LEONARD C. MACE shall predecease Grantor MAXINE E. MACE, Trustee shall upon the death of LEONARD C. MACE pay over and distribute, in kind, in equal shares, to the children of LEONARD C. MACE, per stirpes, the real property commonly known as the "Bar V Ranch", more particularly identified as Real Estate Parcel "C" upon Schedule "A" hereto, or any interest in said property then comprising a part of the trust estate hereunder.

Upon the death of either Grantor, Trustee shall divide the remainder of the trust estate (or all of the trust estate, if MAXINE E. MACE predeceases LEONARD C. MACE), as then constituted, including any additions thereto to which Trustee may be entitled by reason of such Grantor's death, into shares, to be constituted, held, administered, and distributed as follows:

A. Survivor's Trust. The first share (to be created only if the deceased Grantor has a surviving spouse), hereinafter sometimes referred to as the Survivor's Trust, shall consist of all property comprising any part of the trust estate which is not includible in the gross estate of the deceased Grantor for Federal Estate Tax purposes (such as the surviving Grantor's interest in trust estate property deemed to be held in joint tenancy, and the surviving Grantor's interest in trust estate property having the character of community property, and the surviving Grantor's interest in trust estate property deemed to have the character of separate property of the surviving Grantor, if any).

B. Family Trust. The second share, hereinafter sometimes referred to as the Family Trust, shall consist of so much of the trust estate (if any) as is not included in the first share (Survivor's Trust), subject to the limitations hereafter stated, and shall consist of all of said trust estate, if there be no surviving Grantor; PROVIDED, HOWEVER, that if there is a surviving Grantor, and if the amount of property otherwise to be included in the Family Trust by application of the foregoing instructions shall exceed the largest amount that can pass free of Federal Estate Taxes in the estate of the first Grantor to die, by reason of the unified credit and the state death tax credit (except state death tax credit shall be taken into account only if the use of this credit does not increase the state death taxes that would otherwise have to be paid), then the portion of the trust estate to be included in the Family Trust shall be reduced to the extent that such reduction will permit a reduction in the Federal Estate Taxes payable by reason of the death of the first Grantor to die, after taking into account the above mentioned deductions and credits. The residue and remainder of the trust estate, after making such reduction in the property to be included in the Family Trust, shall be added to the third share (Survivor's QTIP Trust), it being the intention of Grantors by this provision to take advantage of the unlimited marital deduction provided by the Economic Recovery Tax Act of 1981, as amended from time to time, to such extent (but only to such extent) as shall be necessary to reduce to zero the amount of Federal Estate Taxes payable by reason of the death of the first Grantor to die.

C. Survivor's QTIP Trust. The third share (to be created only upon the conditions stated in the preceding paragraph), hereinafter sometimes referred to as the Survivor's QTIP Trust, shall consist of so much of the trust estate as is not included in the first share (Survivor's Trust) or in the second share (Family Trust). The Survivor's QTIP Trust shall be established in accordance with the following provisions:

1. Trustee Governed by Estate Tax Proceedings. In making the computations necessary to determine the amount of this share and in allocating assets thereto, Trustee shall be governed by the final determinations in the Federal Estate Tax proceedings in the deceased Grantor's estate, as to any property valued in such proceedings, as reported in writing to Trustee by such Grantor's personal representative.

2. Valuation of Assets Distributed to Survivor's QTIP Trust. In implementing the allocation of assets between the Survivor's Trust, the Family Trust, and the Survivor's QTIP Trust, Trustee is directed to distribute to each trust assets, including cash, having an aggregate fair market value at the date or dates of distribution fairly representative of

appreciation or depreciation of all of the property which could have been distributed in satisfaction of such allocation.

3. Provisions to Assure Marital Deduction in Certain Even-tualities. Anything to the contrary elsewhere herein notwithstanding, it is agreed that with respect to the Survivor's QTIP Trust:

a. Unproductive Property During the lifetime of the deceased Grantor's surviving spouse, Trustee shall not, without said spouse's consent, retain in the Survivor's QTIP Trust beyond a reasonable time any property which may be or become unproductive or invest in unproductive property;

b. Agreements With Taxing Authorities. Trustee, in Trustee's discretion, may join with the spouse of the deceased Grantor in entering into any agreement with any taxing authority in order to qualify the Survivor's QTIP Trust for the marital deduction to such extent as Trustee shall determine proper.

c. Limitation on Trustee's Powers. No power or discretion granted to Trustee by any other provision of this instrument shall be exercised or exercisable by Trustee, except to the extent and in a manner consistent with the above expressed intention of Grantors, and any question pertaining to the Survivor's QTIP Trust shall be resolved accordingly.

d. Section 2056(b)(7) Election. If authorized by law to do so, Trustee shall in a timely manner make the election required to be made under Section 2056(b)(7) of the Internal Revenue Code, as amended, for the trust estate of the Survivor's QTIP Trust to be treated as qualified terminable interest property to qualify for the unlimited marital deduction, to such extent (but only to such extent) as Trustee shall determine to be necessary in order to reduce the amount of Federal Estate Taxes payable with respect to the estate of the deceased Grantor to zero. If such election is required to be made pursuant to the foregoing instructions, and Trustee is not authorized by law to make such election, Trustee shall request that the party who is so authorized make the election. If such election is made as to only a portion of the Survivor's QTIP Trust, the portion thereof subject to such election shall thereafter be held, administered, and accounted for as a separate trust estate; however, all provisions of this Trust Agreement relating to the administration and distribution of the Survivor's QTIP Trust shall be applicable thereto.

D. Disclaimers. In addition to any disclaimer rights conferred by law, Grantors hereby authorize any beneficiary, including a surviving Grantor, at any time within nine (9) months after the date of death of either Grantor, to disclaim in whole or in part any interest, benefit, right, privilege or power granted or passing to such beneficiary under this Trust Agreement by reason of the death of the deceased Grantor. Any such disclaimer shall be made by written instrument executed by such beneficiary, or such beneficiary's conservator, guardian, or personal representative, and delivered to the Trustee hereunder (or

to the personal representative of the estate of the deceased Grantor). In the event of any such disclaimer, other than a disclaimer by a surviving Grantor of any interest, benefit, right, privilege or power with respect to the Survivor's Trust or the Survivor's QTIP Trust hereunder, the disclaimed interest, benefit, right, privilege or power shall be disposed of and distributed in the same manner as if the disclaiming party had predeceased such deceased Grantor. In the case of any disclaimer by a surviving Grantor, any such disclaimed interest or benefit shall be added to the Family Trust, and shall be held, administered, distributed as herein provided with respect to such Family Trust (and in such event the provisions of the foregoing Paragraph of this Article requiring a reduction in the portion of the trust estate to be distributed to the Family Trust in event Federal Estate Taxes would become payable by reason thereof, shall not be implemented to the extent of the disclaimed interest or benefit).

E. Distribution of Survivor's Trust. The property comprising the Survivor's Trust, if any, shall be held, managed, invested and reinvested by Trustee, and Trustee shall collect the income therefrom and pay over and distribute the net income and principal thereof as follows:

1. During Lifetime of Surviving Grantor. During the lifetime of the surviving Grantor, Trustee shall:

a. Pay over to said surviving Grantor, not less often than quarter-annually, all of the net income of the Survivor's Trust; and

b. Distribute to said surviving Grantor such part or all of the principal of the Survivor's Trust, as said surviving Grantor may request from time to time by an instrument or instruments in writing, regardless of any provisions herein to the contrary. During any periods of time when the surviving Grantor shall be incompetent or unable to act in his or her own behalf, Trustee shall also pay to or apply for the benefit of the surviving Grantor such amounts from the principal of the trust estate of the Survivor's Trust, up to the whole thereof, as Trustee may from time to time, in Trustee's absolute discretion, deem necessary or advisable for the surviving Grantor's use and benefit.

2. General Power of Appointment Upon Death of Surviving Grantor. Upon the death of the surviving Grantor, the Trustee shall distribute the principal and any undistributed net income of the Survivor's Trust, as then constituted, to or for the benefit of such persons or entities, or the estate of the surviving Grantor, in such amounts or proportions and in such lawful interests or estates, whether absolute or in trust, as said surviving Grantor may have appointed by specific reference to this general power of appointment in said Grantor's Last Will and Testament. Any writing left by the surviving Grantor, and signed by such Grantor, accompanying his or her Will, making provisions for distribution of personal effects and heirlooms, shall be construed to constitute a partial exercise of this power of appointment to the extent any of the items referred to in said writing constitute a part of the trust estate of the Survivor's Trust.

3. Upon Non-Exercise of Power of Appointment. If such power of appointment is for any reason not effectively or fully exercised by the surviving Grantor, then that part or all of the principal and undistributed net income of the Survivor's Trust not so appointed by said surviving Grantor shall be added to and disposed of as a part of the Family Trust hereunder, subject to all of the terms and conditions thereafter pertaining thereto.

F. Distribution of Survivor's QTIP Trust. The property comprising the Survivor's QTIP Trust shall be held, managed, invested and reinvested by the Trustee, and Trustee shall collect the income therefrom and pay over and distribute the net income and principal thereof as follows:

1. Income Distributions During Lifetime of Surviving Grantor. During the lifetime of the surviving Grantor, Trustee shall pay over to said surviving Grantor, not less often than quarter-annually, all of the net income of the Survivor's QTIP trust.

2. Additional Distributions During Lifetime of Surviving Grantor. Trustee shall also pay over to the surviving Grantor any amounts of the principal of the Survivor's QTIP Trust which shall be required to provide for the maintenance, education, support, and health of the surviving Grantor after taking into consideration all other assets and sources of income known to the Trustee to be available to the surviving Grantor for such purposes (and in determining amounts necessary for maintenance, education, support and health Trustee shall take into consideration the desire of Grantors that the surviving Grantor be able to live in a manner which, in the opinion of the Trustee, shall be consistent with his or her accustomed standard of living during the joint lifetimes of Grantors).

3. Upon Death of Surviving Grantor. Upon the death of the surviving Grantor, Trustee shall distribute any undistributed net income of the Survivor's QTIP Trust to the estate of such deceased Grantor, and the principal of the Survivor's QTIP Trust, as then constituted, including any additions thereto by reason of the death of the surviving Grantor, shall be added to the Family Trust, and shall be held, managed, and distributed as hereinafter provided with respect to said Family Trust; PROVIDED, HOWEVER, Trustee is expressly authorized and directed to reimburse the Personal Representative of the surviving Grantor's estate, from the undistributed net income or principal of the Survivor's QTIP Trust, upon request, for any amount of Federal Estate Taxes or State Inheritance Taxes which became payable by the surviving Grantor's estate by reason of the inclusion of the value of the trust estate of the Survivor's QTIP Trust therein.

G. Distribution of Family Trust. The property comprising the Family Trust shall be held, managed, invested and reinvested by the Trustee, and Trustee shall collect the income therefrom, and pay over and distribute the net income and principal thereof as follows:

1. During Lifetime of Surviving Grantor. During the lifetime of the surviving Grantor, Trustee shall at least quarter-annually pay over and distribute all of the net income of the Family Trust to the surviving Grantor. Trustee shall also pay over and distribute to the surviving Grantor such amounts of the principal of the Family Trust which, in the sole judgment and discretion of the Trustee, shall be required to provide for the maintenance, education, support, and health of the surviving Grantor after taking into consideration all other assets and sources of income known to Trustee to be available to the surviving Grantor for such purposes (and in determining amounts necessary for maintenance, education, support, and health, Trustee shall take into consideration the desire of Grantors that the surviving Grantor be able to live in a manner which, in the opinion of the Trustee, shall be consistent with his or her accustomed standard of living prior to the death of the first Grantor).

2. Upon Death of Surviving Grantor. Upon the death of the surviving Grantor, Trustee shall pay over and distribute the sum of \$50,000.00 from the trust estate of the Family Trust to the SOUTHERN IDAHO CORPORATION OF SEVENTH-DAY ADVENTISTS, a nonprofit religious corporation, of Boise, Idaho, to be used for such religious and educational purposes as the governing body thereof may determine to be appropriate, and Trustee shall divide the rest, residue, and remainder of the trust estate of the Family Trust, as then constituted, into a sufficient number of equal shares to create one share for each child of Grantor LEONARD C. MACE who is then living, and one share for each child of Grantor LEONARD C. MACE who is then deceased but has a surviving spouse or one or more descendants then living. Each such share shall be held, managed, and disposed of by Trustee as follows:

a. Separate Trust Estates for Living Children. Each share created for a living child of Grantor LEONARD C. MACE shall constitute a separate trust estate, and Trustee shall upon creation of such share pay over to such child all of said separate trust estate as then constituted, free and clear of any trust. Upon the death of any such child after creation of such separate trust estate but before final distribution thereof to such child, Trustee shall pay over and distribute all of the principal and undistributed net income of such deceased child's separate trust estate, as then constituted, to the surviving spouse of such deceased child, if living, or if such spouse be not then living, then Trustee shall pay over and distribute the same to the then living descendants of such deceased child, per stirpes, or if there be no such living descendants, then to the then living descendants of Grantor LEONARD C. MACE, per stirpes.

b. Share for Deceased Child With Living Descendants. Each share created for a deceased child of Grantor LEONARD C. MACE who has a surviving spouse or one or more descendants then living shall be paid over and distributed to surviving spouse of such deceased child, if living, or if such spouse be not then living, then Trustee shall pay over and distribute the same to the then living descendants of such deceased child, per stirpes.

VII - GENERAL PROVISIONS RELATING TO DISTRIBUTIONS

The provisions herein contained for the distribution of the income and principal of the trust estate, and of each and every share or part thereof, shall be supplemented by and, when necessary, shall be subject to the following:

A. Payment of Costs Arising By Reason of a Grantor's Death.

Upon the death of either Grantor, the Trustee, in Trustee's sole discretion, may pay out of the trust estate, to the extent that the Trustee determines they are not provided for by the probate estate of the deceased Grantor, the last illness and funeral expenses of the deceased Grantor, attorney's fees and other costs incurred in administering the probate estate of the deceased Grantor (if any), any estate or inheritance taxes including interest and penalties thereon and other costs arising by reason of the death of the deceased Grantor; provided, that no such payment of costs, expenses, or taxes shall be paid out of funds of the trust estate which are otherwise excludible from the gross estate of the deceased Grantor for Federal Estate Tax purposes pursuant to Section 2039(c) or any other sections of the Internal Revenue Code of 1954, as amended. The Trustee may make any such payments to the personal representative of the deceased Grantor's estate. All payments made pursuant to the authority contained in this Paragraph shall be charged to the Survivor's QTIP Trust, if payable by reason of the death of the first Grantor to die, and shall be charged to the Survivor's Trust, if payable by reason of the death of a surviving Grantor.

B. Principal Distributions from Family Trust Upon Request of Surviving Grantor. During the lifetime of the surviving Grantor, Trustee shall pay over to said surviving Grantor, in addition to any income payable hereunder, such amounts from the principal of the Family Trust as said surviving Grantor may from time to time request in writing, subject to the following limitation: No one such payment shall exceed five per cent (5%) of the market value of the trust estate of the Family Trust at the time such payment is made, or Five Thousand Dollars (\$5,000.00), whichever is the greater amount, and in the event of more than one such payment during a calendar year, the aggregate of all such payments in that year shall not exceed (5%) of the market value of the trust estate of the Family Trust at the time the last payment is made, or Five Thousand Dollars (\$5,000.00), whichever is the greater amount. The right of withdrawal granted by this Paragraph shall not be cumulative, and if not exercised in any calendar year shall lapse for such year.

C. Disability of Beneficiary. Whenever the beneficiary of any trust hereunder, in the sole judgment of Trustee shall for any reason be unable to apply any payments which he or she is entitled to receive hereunder to his or her own best advantage, or shall be under a legal disability, Trustee may:

1. Make such payment directly to such beneficiary notwithstanding the disability;

2. Make such payment to the guardian of his or her property, or to a person with whom such beneficiary resides at the time of such payment, or apply the same for the benefit of such beneficiary, and except in the case of payments from a Survivor's Trust (if any such trust

be created hereunder), for the benefit of anyone dependent upon such beneficiary, in such manner as Trustee shall deem best, and the receipt of such guardian or person shall be a full and complete discharge to Trustee with respect to any such payment; and

3. Withhold part or all of such payment (other than principal required to be paid upon termination of any trust in whole or in part, and other than the income of the Survivor's QTIP Trust [if any such trust be created hereunder] which shall be payable to or for the sole benefit of the surviving Grantor, while living, in all events) as, in the sole judgment of Trustee, shall exceed the amount needed to provide for the suitable maintenance, education, support and health of such beneficiary, taking into consideration the needs of anyone dependent upon the beneficiary and all other funds available to him or her of which Trustee shall have knowledge; and any income so withheld shall be added to the principal of the trust estate from which it was derived.

The decision of the Trustee in any such case shall be final and binding upon all beneficiaries hereunder.

D. Special Limitation Upon Trustee's Authority to Make Principal Distributions Under Certain Circumstances.

1. Distributions While Grantor a Patient in a Long-Term Health Facility. It is Grantors' intention that whenever governmental health assistance shall be otherwise available to a Grantor the principal of this Trust shall not be invaded for expenses covered by such assistance at the expense of the remainder beneficiaries hereunder and shall instead be preserved for distribution to such remainder beneficiaries. Therefore, anything elsewhere herein to the contrary notwithstanding, Grantors direct that during all periods of time when:

(a) A Grantor shall, by reason of physical or mental infirmity, be a patient in a long-term health-related facility, and

(b) Such Grantor would be eligible for Medicare, Medicaid, or other governmental assistance if the principal of this trust were not available to such Grantor for the purpose of paying for the costs of Grantor's care in such facility;

the Grantor which is the patient shall cease to be a Trustee or Co-Trustee hereunder, and notwithstanding anything to the contrary contained elsewhere herein shall cease to have any further power of revocation of this Trust, and shall no longer have any rights to request withdrawals of principal hereunder. The Trustee may not thereafter make any discretionary distributions of principal to or for the benefit of such Grantor except as follows: Trustee may make principal distributions for the purpose of making payment for any necessary care, housing, medical or medically-related expenses which are not provided to such Grantor by such assistance program, and for the purpose of providing minor luxury items which are not otherwise provided by such assistance program. Grantors do not presently contemplate the necessity for long-term health care for either Grantor of the

nature described in this subparagraph. If the foregoing limitations upon discretionary principal distributions shall nevertheless be prohibited or deemed unlawful by statute or binding judicial decision of the jurisdiction in which such Grantor is a patient, Trustee shall disregard the provisions of this paragraph to the extent required by law to do so; PROVIDED, HOWEVER, in such event if either Grantor shall, by reason of physical or mental infirmity, be a patient in a long-term health-related facility during the lifetime of the other Grantor, Grantors direct that Trustee shall, immediately upon admission of such Grantor to said facility, divide the trust estate into two shares, to be constituted as follows: The First Share shall consist of all property comprising a part of the trust estate hereunder which is deemed to have the character of separate property of Grantor LEONARD C. MACE, together with one-half of all property comprising a part of the trust estate hereunder which is deemed to have the character of community or joint tenancy property of the Grantors; and (2) The Second Share shall consist of all property comprising a part of the trust estate hereunder which is deemed to have the character of separate property of Grantor MAXINE E. MACE, together with one-half of all property comprising a part of the trust estate hereunder which is deemed to have the character of community or joint tenancy property of the Grantors. Each such share shall be held and administered as a separate trust estate hereunder. The beneficiary of the First Share shall be Grantor LEONARD C. MACE, and the trust estate of the First Share shall be deemed to have the character of his sole and separate property. The beneficiary of the Second Share shall be Grantor MAXINE E. MACE, and the trust estate of the Second Share shall be deemed to have the character of her sole and separate property. Trustee shall not thereafter make any distributions to or for the benefit of either Grantor hereunder except from the principal and net income of the separate trust estate of which such Grantor is the beneficiary. Only the Grantor which is the beneficiary of one of said separate trust estates shall have the power to alter, amend, or revoke the provisions of this Trust Agreement with respect to such separate trust estate. In the event of the death of either Grantor thereafter, all of the principal and undistributed income of such Grantor's separate trust estate, as then constituted, shall be added to the Family Trust hereunder (or the Survivor's QTIP Trust, if the limitations on amounts includible in the Family Trust as hereinabove provided, shall be applicable), and shall be held, administered, and distributed as herein provided with respect to said Family Trust or Survivor's QTIP Trust, as the case may be.

2. Distributions in Payment of Costs of Artificial Life Sustaining Procedures. Anything elsewhere herein to the contrary notwithstanding, Grantors direct that Trustee shall not expend any of the principal of the trust estate of this Trust to pay the costs of operation or utilization of artificial life sustaining procedures which would serve only to artificially prolong the moment of a Grantor's death in any circumstances where such Grantor's attending physician determines that: (a) the Grantor's death is imminent whether or not the artificial life sustaining procedures are utilized, or (b) if such Grantor has been diagnosed as being in a persistent vegetative state from which there is no reasonable probability of recovery. It is Grantors' intention and desire that a Grantor be permitted to die naturally under such circumstances, and that such Grantor receive only

such medical treatment or care as may be required to keep him or her free of pain or distress. The term "artificial life sustaining procedures" means any medical procedure or intervention which utilizes mechanical means to sustain or supplant a vital function which when applied to a patient, would serve only to artificially prolong the moment of death. The term "artificial life sustaining procedures" shall not include the administration of medication or the performance of any medical procedure deemed necessary to alleviate pain, or the administration of nutrition and hydration that is necessary to sustain the life of the patient.

E. Distribution at Termination if Trustee Then Holds Another Trust for Same Beneficiary. If, upon the termination of any separate trust created hereunder, any part of the principal thereof shall be distributable to a person for whose sole benefit Trustee is then holding any part of another share in trust hereunder, or otherwise, the principal so distributable shall be added to and disposed of as a part of such other trust, subject to all the terms and provisions thereafter pertaining thereto.

F. Principal Distributions if Beneficiary Under 21. Whenever any part of the principal of any trust created hereunder shall become distributable to a person who is then less than 21 years of age, as his or her absolute property, Trustee may, in Trustee's discretion, withhold distribution of such property and invest and reinvest the same, collect the income therefrom, and until such person attains 21 years of age, Trustee shall apply so much of the net income or principal to the maintenance, education, support, and health of such person as Trustee deems necessary or advisable, without the intervention of any guardian or curator, and shall accumulate, invest and reinvest the balance of such income, if any, until such person attains the age of 21 years, at which time Trustee shall pay over to him or her the unexpended principal and income so withheld. If such person dies before attaining 21 years, all such principal and income shall be paid over to the estate of such person. The authority conferred upon Trustee by this paragraph shall not operate to suspend or prevent the absolute vesting of any property in such person. With respect to the administration of any such property, Trustee shall have all of the powers, authority and discretion vested in Trustee under the provisions of this Agreement.

G. Disposition of Accrued Income at Death of Beneficiary. Upon the death of any beneficiary, any accrued, accumulated or unpaid net income, which would have been payable to such beneficiary had such beneficiary lived, shall be paid as income to the beneficiary next succeeding in interest, unless otherwise provided herein or unless such net income shall have been validly appointed pursuant to a power of appointment herein conferred.

H. Occupancy of Trust Property as Residence. If at any time the trust estate shall include any improved real property and/or mobile home actually used or suitable for occupancy as a residence, or any interest therein, the Grantors, or the surviving Grantor, shall have the right to reside on one parcel of such property, to be selected by Grantors or the surviving Grantor, as long as such Grantors or surviving Grantor shall be competent and shall desire to do so, without any payment of rental or accounting therefor to the Trustee. The Trustee shall pay the property taxes, assessments, liens, insurance, repairs and other charges or amounts necessary for the general upkeep and reasonable

improvement of the property out of the principal or income of the trust estate containing such property, as the Trustee in Trustee's discretion shall determine.

VIII - PROVISIONS RELATING TO TRUSTEE AND SUCCESSOR TRUSTEE

A. Definition. The term "Trustee" as used herein shall be construed to refer to and include a successor Trustee during all times such successor has succeeded to the office of Trustee pursuant to the provisions hereof. If at any time there shall be a Survivor's Trust, a Survivor's QTIP Trust, and/or a Family Trust created pursuant to this Trust Agreement, and if the office of Trustee of the Survivor's Trust shall be held by a person different from the person or persons holding the office of Trustee of such other trust or trusts, the term "Trustee" as used herein shall be construed to refer to and mean the Trustee of the Survivor's Trust with respect to the administration of the Survivor's Trust, and to refer to and mean the Trustee of the Family Trust and the Trustee of the Survivor's QTIP Trust with respect to the administration of the such other trusts. The term "Successor Trustee" as used herein shall be construed to refer to and include "Successor Co-Trustees" where appropriate.

B. Powers of Trustee. In addition to, and not in limitation of, any powers conferred upon fiduciaries by the Idaho Uniform Trustees' Powers Act or any other statute or general rules of law, Trustee shall have all of the powers, and is expressly authorized in Trustee's sole and absolute discretion to do and perform all of the acts and things which are more fully detailed and set forth upon the attachment to this Trust Agreement captioned "POWERS OF TRUSTEE", the provisions of which are by this reference incorporated herein and made a part hereof; PROVIDED, HOWEVER, that the following limitation shall be imposed upon the exercise of such powers by a successor Trustee at any time at least one of the Grantors shall be living and competent: Trustee shall not purchase, hold, or sell any stock, bond, or other security, or any general or limited partnership interest, or any real estate or interest in real estate, unless such holding, or transaction of purchase or sale, and the terms thereof, be approved by each Grantor who shall be then living and mentally competent and physically able to understand and evaluate the proposed investment decision, and to appropriately signify approval or disapproval thereof.

C. Co-Trustee Succeeding to Office of Sole Trustee. If either of the originally named Co-Trustees shall during the joint lifetimes of Grantors resign the office of Co-Trustee or shall for any other reason cease to, or become unable to, act as Co-Trustee hereunder, then and in such event the other Co-Trustee shall succeed to the office of sole Trustee hereunder. Such originally named Co-Trustee, having succeeded to the office of sole Trustee, shall continue to serve as Trustee until such time as the Successor Trustee is required to assume the office of Trustee, as provided elsewhere herein.

D. Successor Co-Trustees. SOUTHERN IDAHO CORPORATION OF SEVENTH-DAY ADVENTISTS and RONALD D. MACE, ~~JERRY L. MACE~~, and MAX J. MACE are hereby designated as Successor Co-Trustees under this Trust Agreement. If any of the Successor Co-Trustees originally designated herein shall be unable or unwilling to assume the office of Co-Trustee, or having assumed such office shall resign or shall for any other reason cease to, or become unable

to, act as Co-Trustee hereunder, then the remaining Successor Co-Trustees shall serve as Trustee. Successor Co-Trustees shall succeed to the office of Trustee under any of the following circumstances:

1. Upon Request. Successor Co-Trustees shall assume the office of Trustee ~~if~~ at any time the Grantors, or the surviving Grantor, shall request in writing that Successor Co-Trustees assume such office.

2. In Event of Incompetency or Incapacity of Grantors. Successor Co-Trustees shall assume the office of Trustee if at any time both Grantors, or a surviving Grantor, should become incompetent or for any reason be unable to act in Grantors' own behalf, or if at any time either Grantor should become incompetent or for any other reason be unable to act in such Grantor's own behalf, and the other Grantor shall request that Successor Co-Trustees assume the office of Trustee; provided, however, upon assuming the office of Trustee of any trust hereunder other than the Family Trust by reason of the incompetency of either or both Grantors, or by reason of the inability of either or both of Grantors to act in Grantors' own behalf, as herein provided, the Successor Co-Trustees shall continue to serve as Trustee only until such time as either Grantor (then being competent and able to act in his or her own behalf) shall request in writing, delivered to the Successor Co-Trustees, that Successor Co-Trustees cease to do so.

3. In Event of Vacancy in the Office of Trustee. Except in the case of one of the originally named Co-Trustees succeeding to the office of sole Trustee during Grantors' joint lifetimes, as above provided, if at any time the Trustee, or all Co-Trustees, shall resign or shall for any other reason cease to, or become unable to, act as Trustee hereunder, Successor Co-Trustees shall automatically succeed to the office of Trustee.

4. Upon Death of a Grantor. If, upon the death of either Grantor, there shall be created a Family Trust and/or a Survivor's QTIP Trust hereunder, Successor Co-Trustees must succeed to the office of Trustee of the Family Trust and of the Survivor's QTIP Trust. A surviving Grantor may not under any circumstances serve as Trustee of the Family Trust or of the Survivor's QTIP Trust. In all events Successor Co-Trustees shall automatically succeed to the office of Trustee of all trusts created hereunder upon the deaths of both Grantors.

Whenever the Successor Co-Trustees are required to succeed to the office of Trustee, such succession to office shall be automatic, without the necessity for any vesting order, and the Successor Co-Trustees shall have from and after their appointment or succession to office hereunder, and without any assignment or other act by any person, all the title, interest, rights, and powers, including discretionary rights and powers, which are by the provisions of this Agreement created to vest in the Trustee herein.

E. Exercise of Powers by Successor Co-Trustees. If the Successor Co-Trustees are at any time unable to unanimously agree with respect to any matter relating to the administration of the trust estate, the decision of a simple majority of the Co-Trustees shall be controlling. Any Co-Trustee dissenting in

writing from such decision shall have no liability to any beneficiary hereunder for any loss or other consequences resulting from the decision so dissented from.

F. Compensation to Trustee. Any party serving as Trustee or Co-Trustee hereunder other than a Grantor shall be entitled to reasonable compensation, and to reimbursement of expenses incurred, in the performance of such party's duties under the trusts hereby created. The aggregate compensation of all Co-Trustees shall not exceed the average compensation which would have been charged by a commercial bank doing business in Boise, Idaho, for rendering similar services.

G. Resignation or Removal of Trustee. Any Trustee or Co-Trustee acting hereunder may resign at any time by delivering not less than thirty (30) days' written notice to Grantors, or the surviving Grantor, or after the deaths of both Grantors to a majority in interest of the adult and otherwise legally competent beneficiaries to whom income may then be payable and the legal guardians of the estates of any minor or incompetent beneficiaries to whom income may then be payable. After the death of either Grantor, the surviving Grantor may, for proper cause only, remove any Trustee or Co-Trustee at any time acting hereunder. The term "proper cause" is hereby defined to include any breach of duty by the Trustee together with any other cause or reason deemed sufficient by the surviving Grantor, provided the existence of a right to remove the Trustee for such cause or reason would not cause the trust estate of the Family Trust to be included in the taxable estate of the surviving Grantor for Federal Estate Tax purposes. It is the express intention of the Grantors that nothing herein contained shall grant to a surviving Grantor any right or power with respect to the Family Trust which would cause the trust estate thereof to be included in the taxable estate of the surviving Grantor for Federal Estate Tax purposes, and this Trust Agreement shall be so construed and implemented. After the deaths of both Grantors, a majority in interest of the adult and otherwise legally competent beneficiaries to whom income may then be payable and legal guardians of the estates of any minor or incompetent beneficiaries to whom income may then be payable may remove any Trustee acting hereunder which is a corporate Trustee (bank or trust company), but not an individual Trustee, by instrument in writing delivered to Trustee not less than thirty (30) days prior to the effective date of such removal. The beneficiaries, to whom such notice of resignation may be given, or who shall exercise such power of removal, may, without liability to any present or future beneficiary, approve the accounts of, and give a full and complete release and discharge to, any such resigned or removed Trustee.

H. Vacancy in Office of Trustee. If at any time there shall exist a total vacancy in the office of Trustee as to which the identity of the successor Trustee has not been expressly provided for in this Trust Agreement, whether such vacancy shall result from resignation or removal of all Co-Trustees, or otherwise, such vacancy shall be filled by appointment made by a majority in interest of the adult and otherwise legally competent beneficiaries to whom income may then be payable and legal guardians of the estates of any minor or incompetent beneficiaries to whom income may then be payable. If at such time neither Grantor shall be competent, or if at such time either or both of the Grantors shall be deceased, the party so appointed to the office of Trustee must be a bank or trust company having a combined capital and surplus of not less than \$1,000,000.00, and having not less than three (3) full-time trust officers.

I. Limitation of Liability of Successor Trustee. No successor Trustee shall be liable or responsible for any act or default of any predecessor Trustee or for any loss or expense resulting from or occasioned by anything done or neglected to be done in the administration of the trust estate prior to such successor Trustee becoming Trustee hereunder, nor shall such successor Trustee be required to inquire into or take any notice of the prior administration of the trust estate, or any part thereof. So long as a Grantor shall serve as Trustee or Co-Trustee hereunder, each and every action of the Trustee, and each and every failure or omission of the Trustee, shall be deemed to have been expressly authorized and directed by Grantors and by the provisions of this Trust Agreement, and no other beneficiary, present or future, shall have any claim whatsoever against Trustee or any successor in said office, or against the trust estate, by reason of any loss or diminution of the trust estate resulting from any action taken, or any omission to act, on the part of such Trustee who was the same person as one of the Grantors hereunder.

J. Rights, Duties, and Powers of Successor. All the estate, powers, trusts, duties and discretion anywhere herein created or conferred, shall be held, possessed and exercised by and shall extend to any Trustee hereunder, whether such be the Trustee or Successor Trustee herein named, or such party's successors and substitutes. No bond shall be required in any jurisdiction from any Trustee acting hereunder.

IX - ADMINISTRATIVE PROVISIONS

A. Accountings. Trustee shall render an account once each twelve months to each adult, competent beneficiary and to the guardian, if any, or parent (in the case of a minor having no guardian) of any beneficiary under a disability who is then receiving or entitled to receive income hereunder. The account shall show the receipts, disbursements and distributions of principal and income since the last accounting, and the assets on hand. If no objection shall be made to any account so rendered within ninety (90) days after a copy thereof has been deposited in the mail addressed to any person entitled thereto, as above provided, such person shall be conclusively presumed to have approved all actions reflected on the account so rendered. During all periods of time in which one of the Grantors shall have served as Trustee or Co-Trustee hereunder, all accountings shall be conclusively presumed to have been made and approved by all beneficiaries.

B. Filing or Registration of Trust. The Trustee is hereby directed not to file this Trust instrument or any copy thereof in any Court, and not to register this Trust with any Court or governmental agency, unless such filing or registration be requested by a beneficiary or be unconditionally required in order to avoid penalties imposed by law, or unless in the discretion of such Trustee the filing or registration shall be in the best interests of the beneficiaries hereunder.

C. Trustee's Actions Prior to Notification. Until Trustee shall have received written notice of any death or other event upon which the right to any payment may depend, Trustee shall incur no liability for any payment made, or action taken by the Trustee, in good faith.

D. Renunciation of Power of Appointment. If any power of appointment has been conferred upon any person in this Agreement, such person may, at any time during his or her life, renounce such power of appointment with respect to any or all of the property subject to such power and further limit the persons in whose favor such power may be exercised.

E. Presumption of Non-Exercise of Power. In order to avoid undue delay, Trustee is directed that if, at the expiration of three (3) calendar months after the date of death of any person upon whom a testamentary power of appointment has been herein conferred, no Will of such person, of which Trustee has knowledge, has been offered for probate, Trustee may find that such person died intestate and did not exercise the power of appointment herein conferred. Similarly, if at the expiration of three (3) calendar months after the date of such person's death, a Will of such person has been offered for probate or has been probated, Trustee may find that such Will was the Last Will of such person and may be guided by the provisions thereof in determining whether or not the power of appointment has been exercised and, if exercised, the extent and manner thereof. The provisions of the two preceding sentences relating to findings which the Trustee is permitted to make are intended to protect and acquit Trustee in making distribution in accordance with any such finding, but are not intended to conclude the rights of beneficially interested persons as among themselves nor as against any others to whom Trustee may have made any such distribution.

F. Ultimate Termination Date of Trusts. If at any time any part of the trust estate shall be situated in a jurisdiction in which the Rule Against Perpetuities is in effect, or shall be subject to the laws of any such jurisdiction, then and in such event any trust created pursuant hereto which shall still be in existence on the day before 21 years after the death of the last to die of all the beneficiaries herein named or described, who were living at the time said Trust became irrevocable by reason of the death of a Grantor, or otherwise, shall forthwith terminate. Upon termination of any trust pursuant to these provisions, Trustee shall pay over the trust estate, free and clear of any trust, to the beneficiaries then entitled to or permitted to receive the income therefrom, per stirpes.

G. Deputy Trustees. Trustee shall have the power to appoint one or more Deputy Trustees and to delegate thereto such power and authority as the Trustee shall elect. If at any time there shall exist assets of the trust estate which the Trustee is unwilling or legally unable to accept or hold in trust solely because of the location thereof, Trustee shall appoint one or more Deputy Trustees to hold and manage such specific asset or assets, and account to the trust estate for the income and principal thereof. Unless appointed by a Trustee who is also one of the Grantors, each such Deputy Trustee must have the same qualifications as a successor Trustee appointed in event of vacancy in the office of Trustee, as provided elsewhere herein. Each such Deputy Trustee shall, from and after its appointment, and without any assignment or other act by any person, have all the title, interest, rights and powers with respect to the particular property to be held and managed by it, which are by the provisions of this Agreement created to vest in the Trustee named herein. The Trustee shall have no liability with respect to any act or omission of any such Deputy Trustee.

H. Simultaneous Deaths. If any beneficiary, including the surviving spouse of a Grantor, shall die simultaneously with either Grantor or under such circumstances as to render it impossible or difficult to determine who died first or if any beneficiary shall die within thirty (30) days of either Grantor's death, Grantors direct that the deceased Grantor shall be deemed to have survived such beneficiary and the provisions of this Agreement shall be construed, and the dispositions of property herein made shall be governed, accordingly.

I. Tax Elections. Unless the manner in which any such election shall be made is expressly directed herein, Trustee may make any elections under the tax laws applicable to the estate of a Grantor and to the trust estate which the Trustee in Trustee's sole discretion determines to be appropriate. No compensating adjustments between principal and income nor with respect to any trust shall be made even though the elections made under the tax laws by the Trustee may affect the interests of the beneficiaries in any manner whatsoever. The action of the Trustee shall be binding upon all beneficiaries.

J. Collection of Life Insurance Proceeds. Upon the death of a Grantor, Trustee shall collect the proceeds of any policy on the life of such Grantor held by or known to and payable to the Trustee, or may exercise any optional method of settlement thereunder. Payment to and the receipt of the Trustee shall be a full discharge of the liability of any insurance company, which need not take notice of this instrument or see to the application of any payment. If other assets of the trust are insufficient to defray expenses, the Trustee need not engage in litigation to enforce payment of any policy without satisfactory indemnification for any resulting expenses.

K. Definitions. In the interpretation or construction of the provisions of this instrument, the following shall govern and control:

1. A Grantor shall be presumed to be incompetent or unable to act in his or her own behalf if all of the following persons who shall at such time be living and competent shall so certify in a writing furnished to the Successor Trustee: The physician then most recently regularly attending such Grantor, such Grantor's spouse, GLEN STRONG, and RONALD D. MACE.

2. The terms "child", "children", "descendant" and "descendants" shall include legally adopted persons, and the descendants of any such legally adopted persons. Grantors declare that they have no children as issue of their marriage to one another. Grantor LEONARD C. MACE has three children as issue of a prior marriage, all of whom are living and are adults: RONALD D. MACE, JERRY L. MACE, and MAX J. MACE. Grantor MAXINE E. MACE has no children, living or deceased.

3. The masculine gender when used herein shall be deemed, where appropriate, to include the feminine or neuter, and the singular the plural, and vice versa.

4. Whenever provision is made herein for payment for the "education" of a beneficiary, the term "education" shall be construed to include without limitation college and post-graduate study, so long as

pursued to advantage by the beneficiary, at an institution of the beneficiary's choice; and in determining payments to be made for education, Trustee shall take into consideration and deem to be a cost of "education" the beneficiary's related living and transportation expenses to the extent that they are reasonable.

5. Whenever provision is made herein for distribution to a class "per stirpes", such distribution shall be divided and made at the first generational level within the class at which someone is living.

X - ADDITIONS TO TRUST ESTATE

A. Future Contributions. Grantors or any other person may, at any time and from time to time, transfer, deliver, bequeath or devise to Trustee additional cash or property acceptable to Trustee, which shall thereupon become a part of the trust estate and shall be held; managed and paid over by Trustee, in accordance with and subject in all respects to the provisions of this Agreement. Any property, whether originally or subsequently transferred to Trustee, may be commingled and treated as part of a single trust.

B. Accrued Income and Dividends. Trustee shall be entitled to all income accrued and unpaid on any securities at the time of their receipt, and subject to the provisions of subparagraph "R" set forth on the attached "Powers of Trustee", the same shall be income. No dividend, the record date of which is prior to the delivery to Trustee of the shares on which such dividend is declared, shall become property of the trust.

XI - REVOCATION AND WITHDRAWAL OF PROPERTY

A. Withdrawal of Property. At any time before the death of either Grantor, Grantors may jointly withdraw any of the property deposited hereunder from the possession of Trustee, pledge or assign the same, and elect to receive all dividends and other payments on account thereof.

B. Grantors' Reserved Powers. During their joint lifetimes, Grantors, or either of them, expressly reserve the right and power to revoke this agreement in its entirety; provided, however, that in the case of revocation by only one Grantor a copy of the revocation instrument must be personally delivered to, or mailed by certified mail to, the last known address of the other Grantor, in order to become effective. During the joint lifetimes of Grantors, Grantors expressly reserve the right and power to jointly alter or amend this agreement. Any such revocation, alteration, or amendment shall be by instrument in writing executed by the party or parties taking such action. Upon the death of either Grantor, the provisions of this agreement shall become irrevocable, except as follows: The surviving Grantor shall have the right to alter, amend, or revoke or terminate the Survivor's Trust or any provisions relating thereto, but the Survivor's QTIP Trust and the Family Trust, and all provisions relating thereto, may not be altered, amended, revoked, or terminated after the death of either Grantor by any beneficiary, including the surviving Grantor. Except in the case of amendments relating solely to the Survivor's Trust made by a surviving

Grantor, no amendment shall be made which shall in any way increase the obligations of Trustee hereunder, or change Trustee's rights or duties, without Trustee's written consent. No guardian, committee, conservator or similar legal representative of a Grantor shall have any power to exercise any right of revocation or amendment of this Trust Agreement on behalf of a Grantor, or to exercise on behalf of a Grantor any of the rights of such Grantor hereunder, including but not limited to rights of amendment, revocation, and withdrawal of principal. Upon any revocation, Trustee shall deliver to Grantors, against receipt, any property on hand as to which this Trust Agreement has been revoked, together with such supporting documents as may be necessary to release any interest Trustee may have in or to such property.

XII - OTHER PROVISIONS

A. Legal Status of Beneficial Interests. To the maximum extent permitted by law, no beneficiary shall have any right to anticipate, transfer or encumber any part of any interest in the trust estate, nor shall any part of the beneficiary's interest be liable for his or her debts or obligations (including alimony) or be subject to attachment, process, and, in the case of a married man or woman other than one of the Grantors during the joint lifetimes of Grantors, each beneficiary's interest in the trust estate shall constitute the separate property of the beneficiary and shall be free from any right, title, interest, or control of his or her spouse; provided, however, this Paragraph shall neither prevent any beneficiary from exercising any power of appointment granted herein, nor limit a federal estate tax marital deduction otherwise available to a Grantor's estate.

B. Applicable Law. This trust is created in the State of Idaho, and this instrument shall be construed and administered, and the validity of the trusts hereby created shall be determined, in accordance with the laws of the State of Idaho.

C. Severability. If any provision of this Agreement is legally held to be unenforceable, the remaining provisions shall nevertheless be carried into effect.

D. Parties Bound by Agreement. This Agreement shall inure to the benefit of, and shall be binding upon, the heirs, estates, personal representatives, successors and assigns of Grantors and the Trustee.

E. Declaration Concerning Grantor's Financial Condition. Grantors hereby declare that Grantors' conveyance to this Trust of the assets described upon Schedule "A" hereto did not render Grantors insolvent, and that Grantors believe the future income of Grantors as the income beneficiaries of this trust and from other sources will be sufficient to pay all of Grantors' present and future debts as the same mature, and will be sufficient for all debts and liabilities of any business or other transaction presently engaged in by Grantors, as well as the debts and liabilities of any future business or other transaction presently contemplated by Grantors.

XIII - ACCEPTANCE OF TRUST

Trustee acknowledges receipt from Grantors of the property listed upon the attached Schedule "A", and accepts the trust created hereby, upon the terms herein set forth. This Trust Agreement shall be effective immediately upon execution of this instrument by Grantors, and execution of this instrument by the Successor Co-Trustees shall not be required. If a Successor Co-Trustee executes this Trust Agreement, such Successor Co-Trustee thereby agrees to serve as Co-Trustee hereunder at the times, and in the manner, herein provided.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto, as of the day and year first above written. All fully executed counterparts hereof shall be deemed an original hereof.

GRANTORS:

Leonard C. Mace
LEONARD C. MACE
Maxine E. Mace
MAXINE E. MACE

CO-TRUSTEES:

Leonard C. Mace
LEONARD C. MACE
Maxine E. Mace
MAXINE E. MACE

SUCCESSOR CO-TRUSTEES:

SOUTHERN IDAHO CORPORATION OF
SEVENTH-DAY ADVENTISTS

RONALD D. MACE

JERRY L. MACE

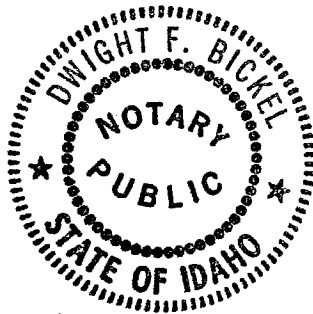
MAX J. MACE

STATE OF IDAHO

)
) ss.

COUNTY OF ADA

On this 2nd day of November, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared LEONARD C. MACE and MAXINE E. MACE, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.



Dwight F. Bickel
Notary Public for Idaho
Residing at Boise, Idaho
Comm. Expires: 8/16/93

See page 1 of
2nd Amendment
to Restated Trust
dated & signed
5/15/90 which
changes amt.
to \$12,000

ADDENDUM TO RESTATED TRUST AGREEMENT

THIS ADDENDUM is attached to, forms a part of, and is executed contemporaneously with, the Restated Trust Agreement of The Leonard and Maxine Mace Trust, dated October 5, 1982, as amended and restated on November 2, 1989.

Notwithstanding anything to the contrary contained in the Restated Trust Agreement, Grantors direct that upon the death of Grantor LEONARD C. MACE, Trustee shall pay to each living son of LEONARD C. MACE, out of any part of the trust estate includible in the gross estate of LEONARD C. MACE for Federal Estate Tax purposes, the sum of \$25,000.00 in cash.

IN WITNESS WHEREOF, Grantors have executed this Addendum on the 2nd day of November, 1989.

LEONARD C. MACE

MAXINE E. MACE

POWERS OF TRUSTEE

A. Retention of Existing Investments. To retain and hold in or as a part of the trust estate any investment or other property acquired from Grantor or Grantor's estate, with full power, nevertheless, to change and vary the form of any investment from time to time as the Trustee shall deem best.

B. Investments. To invest the trust estate in, and to buy, sell, and trade:

- (1) Stocks, bonds, notes, options, and other securities of any nature (including short sales, and sales on margin), and for such purposes Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by Trustee to such brokers as security for loans and advances made to the Trustee; and
- (2) Any other real or personal property, including (but not limited to) precious metals or stones, commodities and commodity interests, shares or interests in investment trusts and common trust funds, leaseholds or undivided fractional interests in real estate, and interests in general or limited partnerships;

as Trustee may deem advisable, even though such investments may not be of the character generally deemed permissible for investments by fiduciaries. Investments need not be diversified and may be made or retained with a view to possible increase in value. Trustee may at any time hold cash or readily marketable securities of low yield for such period as Trustee may deem advisable.

C. Sale and Disposition of Property. To sell, exchange, convey or dispose of, or to grant options with respect to, any property, real or personal, which may at any time form a part of the trust estate, and any sale may be made by private contract or by public auction, and for cash or upon credit, or partly for cash and partly upon credit, as Trustee may deem best, and no person dealing with Trustee shall be bound to see to the application of any monies paid.

D. Exercise of Conversion Rights. To exercise any rights and privileges to convert investments or other property into other investments or other property and to subscribe for additional securities, and to hold any assets so acquired as investments of the trust estate.

E. Voting of Securities. To vote in person or by proxy on any stocks or other securities held by Trustee.

POWERS OF TRUSTEE
(Continued)

F. Insurance Proceeds; Options. To permit the proceeds of any insurance policy payable to Trustee, or any part of such proceeds, to remain with the company under any option available under the terms of such policy, and Trustee shall not be liable for any loss resulting to the trust estate by reason of having permitted such retention.

G. Life Insurance Policies. To acquire as an asset of the trust estate a life insurance policy on the life of any person to whom the income of the trust is then payable, or on the life of any person in whom such income beneficiary has an insurable interest, from such companies and in such amounts as Trustee may deem advisable; to pay premiums on all policies, from income or principal or both (other than income or principal of the Survivor's Trust, if any such Trust be established hereunder), as Trustee may determine and any such insurance shall be payable to, and all incidents of ownership shall be vested in, Trustee.

H. Corporate Transactions. To join in, or to dissent from and to oppose, the reorganization, recapitalization, consolidation, sale or merger of corporations or properties in which Trustee may be interested as Trustee upon such terms and conditions as Trustee may deem wise, and to accept any securities which may be issued upon any such reorganization, recapitalization, consolidation, sale or merger, and thereafter to hold the same.

I. Management and Operation of Real Estate. To manage, operate, repair and improve and to mortgage or lease, or both, regardless of the length of the term, any real estate forming a part of the trust estate.

J. Establishment of Reserves. To establish, from rents, profits and other income, such reserves for taxes, assessments, insurance, repairs, improvements, depreciation and maintenance of buildings and other property, as Trustee shall deem advisable and consistent with the purposes of Grantor.

K. Operation of Business Owned by Grantor. To continue and operate any business owned by Grantor and to do all things deemed advisable in connection therewith, including the power to incorporate or otherwise change the form of the business and to put additional capital into it, as Trustee may deem best.

L. Settlement and Enforcement of Claims. To compromise, compound and settle any obligation due to or from the trust estate (including Grantor's estate where appropriate); to reduce the rate of interest on, and to extend or otherwise modify, or to foreclose upon default or otherwise enforce, any such obligation; to enforce or to abstain from the enforcement of any right, obligation or claim; and to abandon, if in Trustee's absolute discretion Trustee shall deem it advisable, any property, real or personal, which may at any time form

POWERS OF TRUSTEE
(Continued)

a part of the trust estate and of the beneficiaries thereof, either before or after default.

M. Registration of Securities or Property. To cause to be registered in Trustee's name, individually or as Trustee, or in the name of a nominee, any securities or other property from time to time held by Trustee, or to take and keep them unregistered, and to retain them or any part thereof in such condition that they will pass by delivery.

N. Loans to Grantor's Estate. To lend funds of the trust estate to Grantor's estate, upon such terms and conditions as Trustee shall approve.

O. Right to Borrow and Provide Security. To borrow money from any financial institution or source of financing deemed appropriate by Trustee, for any purpose connected with the protection, preservation or improvement of the trust estate, whenever in Trustee's judgment advisable, and as security therefor to mortgage or pledge any property forming a part of the trust estate upon such terms and conditions as Trustee may deem advisable.

P. Distribution in Cash or Property. Except as otherwise expressly provided elsewhere herein, to make any division or distribution in cash or in kind, or partly in cash and partly in kind, on the basis of market values at the time of such division or distribution, or if there be no recognized market value, at the fair value thereof. Any determination of recognized market value or fair value of any security or property made by Trustee for the purposes hereof shall be deemed presumptively correct.

Q. Payment of Expenses. To pay any and all expenses, costs, fees (including Trustee's own fees), taxes, penalties or other charges and except as otherwise expressly provided herein to charge the same against principal or income or partly against the principal and partly against the income of the whole or any part of any trust.

R. Allocations Between Principal and Income. To determine, in case of doubt, how any money or other property received, or any gain or loss realized or incurred, shall be allocated as between income and principal, and to apportion between income and principal any loss or expenditure in connection with the trust estate, as Trustee may deem just, except that: (1) in the case of securities purchased at a discount the entire subsequent sale price or maturity value shall be credited to principal; (2) in the case of securities purchased at a premium, the premium shall be charged against principal without amortizing the same.

S. Reliance on Furnished Information. To rely upon any information, affidavit, certificate, letter, notice, telegram, or other

POWERS OF TRUSTEE
(Continued)

document, or upon any telephone conversation believed by Trustee to be genuine and sufficient.

T. Arbitration of Differences. To submit to final arbitration any matter of difference with others.

U. Employment of Others. To employ agents, attorneys and other persons whose services may be required in the administration of the trust estate and to pay them reasonable compensation.

V. Right to Make Conveyances and Encumbrances. To make, execute, acknowledge and deliver any and all deeds, leases, and assignments and other legal instruments necessary or proper to carry out the provisions of this Agreement; and to pledge, mortgage and encumber any and all assets of the trust estate for any purpose, at any time, from time to time, on any terms and in any manner as the Trustee may, in Trustee' sole discretion, deem advisable and appropriate; and to pledge assets of the trust estate to collateralize the loans and other obligations of any beneficiary hereunder and/or to act as guarantor on such loans and obligations of the beneficiaries hereunder.

W. Depositories and Investment of Cash. To create and maintain and invest in savings accounts, checking accounts, certificates of deposit, money market funds, and all other forms of cash reserves and deposits, including safety deposit boxes, whether or not interest bearing, and to maintain said cash accounts and reserves with any institution or depository deemed appropriate by the Trustee. If the office of Trustee is held by Co-Trustees, and all Co-Trustees shall so instruct the depository, checks and withdrawals may be signed and made by any one Co-Trustee without the co-signature of any other Co-Trustee. Such accounts and deposits shall be titled in the name or names designated by the Trustee.

X. Deputy Trustees. To appoint a Deputy Trustee or Deputy Trustees, to function as would the Trustee in connection with any cash accounts or reserves including the authority to make deposits to and withdrawals from such cash accounts and reserves. All Deputy Trustees shall serve at the pleasure of the Trustee, and may be removed from office by the Trustee at any time, for any reason deemed sufficient by the Trustee.

////END////

SCHEDULE "A"

The following described property is hereby conveyed and transferred to, and deposited with, LEONARD C. MACE and MAXINE E. MACE, Co-Trustees of THE LEONARD AND MAXINE MACE TRUST, subject to the terms and conditions of the foregoing Restated Trust Agreement:

Real Estate:

A. Situated in Ada County, State of Idaho:

The real property more particularly described upon Exhibit No. 1 attached hereto and by this reference incorporated herein (sometimes referred to as the "Home Ranch").

B. Situated in Ada County, State of Idaho:

The real property more particularly described upon Exhibit No. 2 attached hereto and by this reference incorporated herein (sometimes referred to as the "Grandpa Mace Ranch").

C. Situated in Ada County, State of Idaho:

The real property more particularly described upon Exhibit No. 3 attached hereto and by this reference incorporated herein (sometimes referred to as the "Bar V Ranch").

Personal Property:

1. All cash, gold or silver bullion or coins, checking accounts, savings accounts, savings certificates, money fund deposits, or similar cash or cash equivalent accounts now held in the names of Grantors, or either of them.
2. All stocks, bonds, investments, and securities of any nature whatsoever now owned beneficially or of record by Grantors, or either of them.
3. All notes, contracts, mortgages, and deeds of trust receivable now owned by Grantors, or either of them.
4. All household furnishings, goods, and appliances, and all jewelry and personal effects, or other personal property of any nature and wherever situated (except motor vehicles) now owned by Grantors or either of them.

RECEIPT of the foregoing property is hereby acknowledged this 2nd day of November, 1989.

Leonard C. Mace
LEONARD C. MACE, Co-Trustee

Maxine E. Mace
MAXINE E. MACE, Co-Trustee

WARRANTY DEED

For Value Received

LEONARD C. MACE

the grantor , does hereby grant, bargain, sell and convey unto

SOUTHERN IDAHO CORPORATION OF SEVENTH-DAY ADVENTISTS

the grantee , the following described premises, to-wit:

County of Ada, State of Idaho, as described:

Beginning at the corner for Sections Seven (7), Eight (8), and Seventeen (17) and Eighteen (18), in Township Four (4) North, Range One (1) East of the Boise Meridian, thence East 20 chains to a point; thence South 2.90 chains to a point; thence South 64° 15' East 6.40 chains to a point; thence South 88° 45' East 5.50 chains to a point; thence South 75° 45' East 6.00 chains to a point; thence North 69° 45' East 2.00 chains to a point; thence South 62° 30' East 1.97 chains to a point; thence South 16° 45' East 2.10 chains to a point; thence South 67° 23' East 3.52 chains to a point; thence North 0.39 chains to a point; thence South 89° 00' East 2.78 chains to a point; thence North 77° 15' East 5.48 chains to a point; thence South 86° 15' East 6.49 chains to a point; thence North 68° 30' East 2.40 chains to a point; thence North 57° 15' East 1.55 chains to the most westerly corner of the J. M. Evans tract; thence South 43° 55' East 25.35 chains to a point on line between Sections 16 and 17, 28.73 chains South of the corner for Sections 8, 9, 16 and 17; thence South to a point on line between the said Sections 16 and 17, 10.19 chains North of the $\frac{1}{4}$ Section corner for Sections 16 and 17 aforesaid; thence, for the South boundary, along and upon a line fence built upon a line surveyed described as follows: North 82° 21' West 10.91 chains to a point; thence South 68° 11' West 4.46 chains to a point; thence South 79° 06' West 22.56 chains to a point; thence South 83° 08' West 8.00 chains to a point; thence South 81° 09' West 7.00 chains to a point; thence North 87° 06' West 12.67 chains to a point; thence South 85° 21' West 5.40 chains to a point; thence South 37° 14' West 8.17 chains to a point; thence South 74° 55' West 9.06 chains to a point on line between Sections 17 and 18, 2.00 chains South of $\frac{1}{4}$ corner for the said Sections 17 and 18; thence North on line between Sections 17 and 18 to the corner for Sections 7, 8, 17 and 18 the place of beginning; situated and being Lots 3 and 4, and parts of the N $\frac{1}{2}$ of the Northwest Quarter (NW $\frac{1}{4}$) and of Lots 1 and 2, all in Section 17, Township Four (4) North Range One (1) East of the Boise Meridian, containing 192.8 acres more or less.

Together with all water and water rights thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee , heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee , that he is the owner in fee simple of said premises; that said premises are free from all incumbrances EXCEPT THAT OF RECORD

and that he will warrant and defend the same from all lawful claims whatsoever.
Dated: November 9, 1982

Grantor reserves a life estate.

STATE OF IDAHO, COUNTY OF
On this 9th day of November, 19 82,
before me, a notary public in and for said State, personally
appeared
LEONARD C. MACE
known to me to be the person whose name
subscribed to the within instrument, and acknowledged to
me that he executed the same.
Notary Public
Residing at Boise, Idaho
Comm. Expires December 8, 1984

STATE OF IDAHO, COUNTY OF
I hereby certify that this instrument was filed for record at
the request of
at _____ minutes past _____ o'clock m.,
this _____ day of _____
19 _____, in my office, and duly recorded in Book
of Deeds at page _____
Ex-Officio Recorder
By _____ Deputy.
Fees \$ _____
Mail to: _____

INSTRUMENT No.

WARRANTY DEED

For Value Received

LEONARD C. MACE

the grantor , does hereby grant, bargain, sell and convey unto

SOUTHERN IDAHO CORPORATION OF SEVENTH-DAY ADVENTISTS

the grantee , the following described premises, to-wit:

County of Ada, State of Idaho, as described as: Grandpa Mace Ranch

Commencing at a point on the one half ($\frac{1}{2}$) section line 9.52 chains West of the one-fourth ($\frac{1}{4}$) section corner, common to sections Seventeen (17) and eighteen (18), Township Four (4) North Range One (1) East of Boise Base and Meridian; thence North $1^{\circ} 52'$ East a distance of 10.80 chains to a stone marked cross on top, thence North $49^{\circ} 22'$ West a distance of 1.70 chains to a point, thence South $25^{\circ} 08'$ West a distance of 3.30 chains to a point; thence South $62^{\circ} 23'$ West a distance of 4.00 chains to a point; thence South $27^{\circ} 38'$ West a distance of 2.41 chains to a stone marked cross on top; thence South $1^{\circ} 52'$ West a distance of 39.28 chains to a stone marked cross on top; thence North $58^{\circ} 07'$ East a distance of 1.00 chain to a point thence North $71^{\circ} 52'$ East a distance of 2.00 chains to a point; thence North $83^{\circ} 54'$ East a distance of 4.49 chains to a stone marked cross on top; thence North $1^{\circ} 52'$ East a distance of 32.72 chains to the place of beginning containing thirty and eight hundredths (30.08) acres more or less.

The undersigned warrants and represents the above and foregoing property is his sole and separate property.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee , heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee , that he is the owner in fee simple of said premises; that said premises are free from all incumbrances EXCEPT encumbrance of record

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: November 9, 1982

Grantor reserves a life estate.

Leonard C. Mace

STATE OF IDAHO, COUNTY OF

On this 9th day of November, 1982, before me, a notary public in and for said State, personally appeared

LEONARD C. MACE

known to me to be the person who se name subscribed to the within instrument, and acknowledged to me that he executed the same.

Don Combs
Notary Public
Residing at Boise, Idaho
Comm. Expires December 8, 1984

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of

at _____ minutes past _____ o'clock m.,
this _____ day of _____,
19____, in my office, and duly recorded in Book
of Deeds at page _____

Ex-Officio Recorder

By _____ Deputy.
Fees \$ _____
Mail to: _____

INSTRUMENT NO.

WARRANTY DEED

For Value Received

LEONARD C. MACE

the grantor , does hereby grant, bargain, sell and convey unto

SOUTHERN IDAHO CORPORATION OF SEVENTH-DAY ADVENTISTS

the grantee , the following described premises, to-wit:

County of Ada -- State of Idaho as described:

The Northwest Quarter of the Southwest Quarter, South Half of the Southwest Quarter, Southwest Quarter of the Southeast Quarter, Northeast Quarter of the Southwest Quarter, Northwest Quarter of the Southeast Quarter all in Section 21, Township 4 North Range 1 East of the Boise Meridian, EXCEPTING therefrom however the land deeded by Sonora Joplin to Dan H. Perkins by deed recorded in Book 44 of Deeds, page 195, and also EXCEPTING the land deeded by said Sonora Joplin to Thomas Morgan by deed recorded in Book 45 of Deeds, page 102, in Ada County, Idaho.

Together with all ditches and water rights belonging thereto and used in connection therewith, including the proportionate right to the use of waters of the Thurman Mill Ditch and Warm Springs Slough Ditch.

Subject to the rights of tenants now in possession and reserving to the grantor rentals to said property for the years 1955 and 1956.

The undersigned warrants and represents the above and foregoing property is his sole and separate property.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee , heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee , that he is the owner in fee simple of said premises; that said premises are free from all incumbrances EXCEPT encumbrance of record

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: November 9, 1982

Grantor reserves a life estate.

L C Mace
Leonard C

STATE OF IDAHO, COUNTY OF

On this 9th day of November, 19 82, before me, a notary public in and for said State, personally appeared

LEONARD C. MACE

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

Don Compton
Notary Public

Residing at Boise, Idaho
Comm. Expires December 8, 1984

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of

at _____ minutes past _____ o'clock m.,
this _____ day of _____,
19 _____, in my office, and duly recorded in Book
of Deeds at page _____

Ex-Officio Recorder

By _____ Deputy.

Fees \$
Mail to:

INSTRUMENT No.

RECEIVED

DEC 05 2005

WATER RESOURCES
WESTERN REGION

RESTATED TRUST AGREEMENT
OF
THE LEONARD AND MAXINE MACE TRUST
October 5, 1982
(Restated November 2, 1989)

Prepared By
DWIGHT F. BICKEL
Attorney at Law
8411 Fairview Avenue
Boise, Idaho 83704

RESTATED TRUST AGREEMENT

THIS AGREEMENT AND DECLARATION OF TRUST, made and entered into this 2nd day of November, 1989, between LEONARD C. MACE and MAXINE E. MACE, husband and wife, of Ada County, Idaho, as Grantors (hereinafter sometimes called "Grantor"), and LEONARD C. MACE and MAXINE E. MACE, as Co-Trustees (hereinafter sometimes called "Trustee");

WITNESSETH;

WHEREAS, Grantors have heretofore entered into a certain "Revocable Trust Agreement", dated October 5, 1982, between the SOUTHERN IDAHO CORPORATION OF SEVENTH-DAY ADVENTISTS, a nonprofit religious corporation, of Boise, Idaho, as Trustee, and Grantors, therein referred to as "Trustors", which said trust is sometimes referred to on the records of Southern Idaho Corporation of Seventh-Day Adventists as Trust Agreement #31-200539-1; and

WHEREAS, said "Revocable Trust Agreement" has heretofore been amended and re-amended, pursuant to the powers reserved to the "Trustors" in Paragraph 2 of Article II thereof; and

WHEREAS, Grantors desire to further amend said "Revocable Trust Agreement", and further desire to restate the entire Trust Agreement, as amended, for purposes of clarity and simplicity of administration;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, Grantors do hereby amend and restate the provisions of said "Revocable Trust Agreement" dated October 5, 1982, as heretofore amended, in its entirety, pursuant to the powers reserved to themselves in Paragraph 2 of Article II of said "Revocable Trust Agreement". The terms and provisions set forth in this "Restated Trust Agreement" shall supersede and replace, in all respects, the provisions set forth in said "Revocable Trust Agreement" dated October 5, 1982, and all previous amendments, supplements, and endorsements thereto, all of which shall hereafter be disregarded and shall have no force or effect whatsoever from and after the date of execution of this "Restated Trust Agreement".

ARTICLE I - TRUST ESTATE

All property now held by the Trustee under said "Revocable Trust Agreement" dated October 5, 1982, as heretofore amended and supplemented, shall constitute the trust estate under this Restated Trust Agreement, together with any other property which Trustee may hereafter at any time hold or acquire from Grantors or otherwise, all of which is hereinafter collectively referred to as the "trust estate". The trust estate shall include, but is not necessarily limited to, the property more particularly described upon Schedule "A" attached hereto and by this reference incorporated herein. Trustee shall hold said trust estate IN TRUST for the following uses and purposes and subject to the following terms and conditions.

ARTICLE II - TRUSTEE

The Trustee of this trust shall be LEONARD C. MACE and MAXINE E. MACE, as Co-Trustees, hereby replacing SOUTHERN IDAHO CORPORATION OF SEVENTH-DAY ADVENTISTS as Trustee hereunder. Said former Trustee shall forthwith deliver up to the said Co-Trustees all property and assets now comprising a part of the trust estate hereunder.

ARTICLE III - NAME OF TRUST

The name of this trust shall be THE LEONARD AND MAXINE MACE TRUST.

ARTICLE IV - SEPARATE AND COMMUNITY PROPERTY

Grantors hereby declare and affirm that all real property now comprising a part of the trust estate shall be deemed to have the character of the sole and separate property of Grantor LEONARD C. MACE, saving and excepting only the residence and outbuildings situated on the parcel of said property presently occupied by Grantors for the personal residence, which said residence and outbuildings are hereby declared to have the character of community property of the Grantors. All other property comprising a part of the trust estate hereunder is hereby declared to have the character of community property of the Grantors. It is the intention of Grantors that, except as expressly hereafter provided to the contrary, all such property shall retain its character as community property or separate property, as the case may be, while held in trust during the joint lifetimes of Grantors, subject to all of the provisions of this Agreement. It is the intention of Grantors that all property which shall at any time hereafter comprise a part of the trust estate hereunder which shall be designated upon an amended Schedule "A" hereto or otherwise in writing signed by Grantors upon the books and records of Trustee as having the character of separate property of one of the Grantors shall, while held in trust during the joint lifetimes of Grantors, retain its character as separate property of the Grantor so indicated, subject to all of the provisions of this Agreement. Unless otherwise expressly stated upon an amended Schedule "A" attached hereto, or in another writing signed by Grantors, or in the instrument conveying, assigning, or transferring any addition to this Trust contributed by Grantors, or either of them, or by others, during the joint lifetimes of Grantors, such contributed property shall be conclusively presumed to have the character of community property of the Grantors during their joint lifetimes except as expressly hereafter provided to the contrary. With respect to such separate and community property, it is the intention of Grantors that:

A. All proceeds of property sold or exchanged shall retain the separate or community property character of the property so sold or exchanged.

B. All increase in the value of property through reduction in indebtedness encumbering such property or by reason of improvements made to such property shall have the same character as the property itself, regardless of

XIII - ACCEPTANCE OF TRUST

Trustee acknowledges receipt from Grantors of the property listed upon the attached Schedule "A", and accepts the trust created hereby, upon the terms herein set forth. This Trust Agreement shall be effective immediately upon execution of this instrument by Grantors, and execution of this instrument by the Successor Co-Trustees shall not be required. If a Successor Co-Trustee executes this Trust Agreement, such Successor Co-Trustee thereby agrees to serve as Co-Trustee hereunder at the times, and in the manner, herein provided.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto, as of the day and year first above written. All fully executed counterparts hereof shall be deemed an original hereof.

GRANTORS:

Leonard C. Mace
LEONARD C. MACE
Maxine E. Mace
MAXINE E. MACE

CO-TRUSTEES:

Leonard C. Mace
LEONARD C. MACE
Maxine E. Mace
MAXINE E. MACE

SUCCESSOR CO-TRUSTEES:

SOUTHERN IDAHO CORPORATION OF
SEVENTH-DAY ADVENTISTS

RONALD D. MACE

JERRY L. MACE

MAX J. MACE

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A63-00216A
Date Received: 7/11/1989
Receipt No: W003560
Received By: EW

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: LEONARD C. MACE 208-939-6346
Address: 800 MACE RD.
EAGLE, ID 83616
OR
Name: MAXINE E. MACE 208-939-6346
Address: 800 MACE RD.
EAGLE, ID 83616

2. Date of Priority: JUN 01, 1889

3. Source: BOISE RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	01E	16	SW	NW			ADA

5. Description of diverting works:
DAM, MACE & MACE DITCH, FREE FLOW

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.800		

7. Total Quantity Appropriated is:
0.800 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

A63-00216A

Page 1

Date: 07/11/89

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AUG 17 1992

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	01E	17	NE	NW		IRR	22.7
			NW	NW		IRR	20.6
						Section Acres	43.3
						Total Acres	43.3

11. Place of use in counties: ADA

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
NONE

14. Remarks:

TRANS. 2996.

INCREASED ACREAGE, FROM 40 TO 43.3 IN THE SAME 1/4, 1/4 SECTION
ONE POINT OF DIVERSION VS TWO POINTS AS SHOWN ON THE TRANSFER
APPLICATION. MR. MACE STATES THAT HIS SOIL IS VERY GRAVELLY AND
HE NEEDS MORE THAN AN 1"/ACRE.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

FARMERS CO-OP DITCH CO.
Decree Plaintiff

vs

RIVERSIDE IRR. DIST.
Decree Defendant

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not ☒ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: ✓

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): X *Leticia M. Mace* Date: X 7-11-89
Daphne E. Grace Date: "

State of Idaho)
County of Ada) ss.

Subscribed and sworn (or affirmed) before me this 11 day

of July 19 89

Seal

Linda A. Werner
Notary Public

Linda A. Werner
Residing at Residing at Boise, Idaho
My Commission Expires December 8, 1994

SailMap #9

~~MICROFILMED~~

AUG 17 1982 Sec ^{Command - Hamming} #AG3-00182 for accurate map.

Transfer No. 2996Water Right No. 63-0216

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
To Change the Point of Diversion and/or the Place of Use

Name of applicant Leonard C. Place Phone 939-6346
Post Office address RE. 3 Box 800 Eagle, ID 83616

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. 63-0216 Decreed to Sonora Joplin
(Name)
in case of Farmers Co-operation Ditch Co. Riverside Irrigation District
dated in 1/18/1906 in TEH county of Ada, V. Canyon
(Name of court)
- b. License No. _____ issued by the Idaho Department of Water Resources
- c. Claim No. _____ on file with the Idaho Department of Water Resources

2. If applicant is not the original holder of this right, explain how it was acquired and attach a copy of the deed or other evidence of ownership of the land to which the right is appurtenant

3. Source of water Poise River tributary to Snake River

4. Date of priority June 1, 1889 Rt. # 116

5. Water is used for the following purposes:

amount 1.2 cfs for Irrigation purposes from _____ to _____
amount _____ for _____ purposes from _____ to _____
amount _____ for _____ purposes from _____ to _____
(month/day — both dates inclusive)

6. Total amount of water under right: a. 1.2 cubic feet per second
&/or
b. _____ acre feet per annum

7. Location of original point of diversion is SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 5
Township 3N Range 2E B.M. in ADA County
Additional points of diversion, if any _____

8. Lands irrigated or place of use:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
4N	1E	21							1.5	1.6									4.0
									X	X									

Total number of acres to be irrigated 60

9. Describe any other water rights used for the same purpose as described above _____
10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of nonuse? no If yes, describe in item D, REMARKS.

MICROFILMED**AUG 17 1992**

B. DESCRIPTION OF PORTION OF RIGHT OWNED BY APPLICANT (If the entire right is owned by the applicant, omit part B).

1. Amount of water: a. 0.50 cubic feet per second
8/or
b. _____ acre feet per annum
2. Point of diversion SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 5 Township 2N
Range 3E, B.M., 222 County _____
- Additional points _____
3. Place of use: _____

[illegible]

Total number of acres to be irrigated 10

C. DESCRIPTION OF RIGHT OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. General Information
- a. Amount of water to be diverted 2.00 c.f.s. &/or - acre feet
- b. Description of diverting works Mace & Mace diversion ditch
- c. Describe the reasons for the proposed changes This land doesn't have any water rights.
2. Change in point of diversion
- Point of diversion SW 1/4 NW 1/4, Section 16 Township 4N
Range 1E, B.M., _____ County _____
Additional points SENE Sec 17 T4N R1E
3. Change in place of use
- a. Are there liens, mortgages, or contracts on the lands from which you propose to transfer the water right which limit your authority to make the proposed change? Yes _____ No X. If yes, provide a statement agreeing to the proposed change from the holder of the lien, mortgage or contract.
- b. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer
LAND HAS OTHER WATER RIGHTS - THIS WATER WAS USED ONLY WHEN THERE WAS LOW WATER - SEE LETTER OF 4/26/83.

MICROFILMED

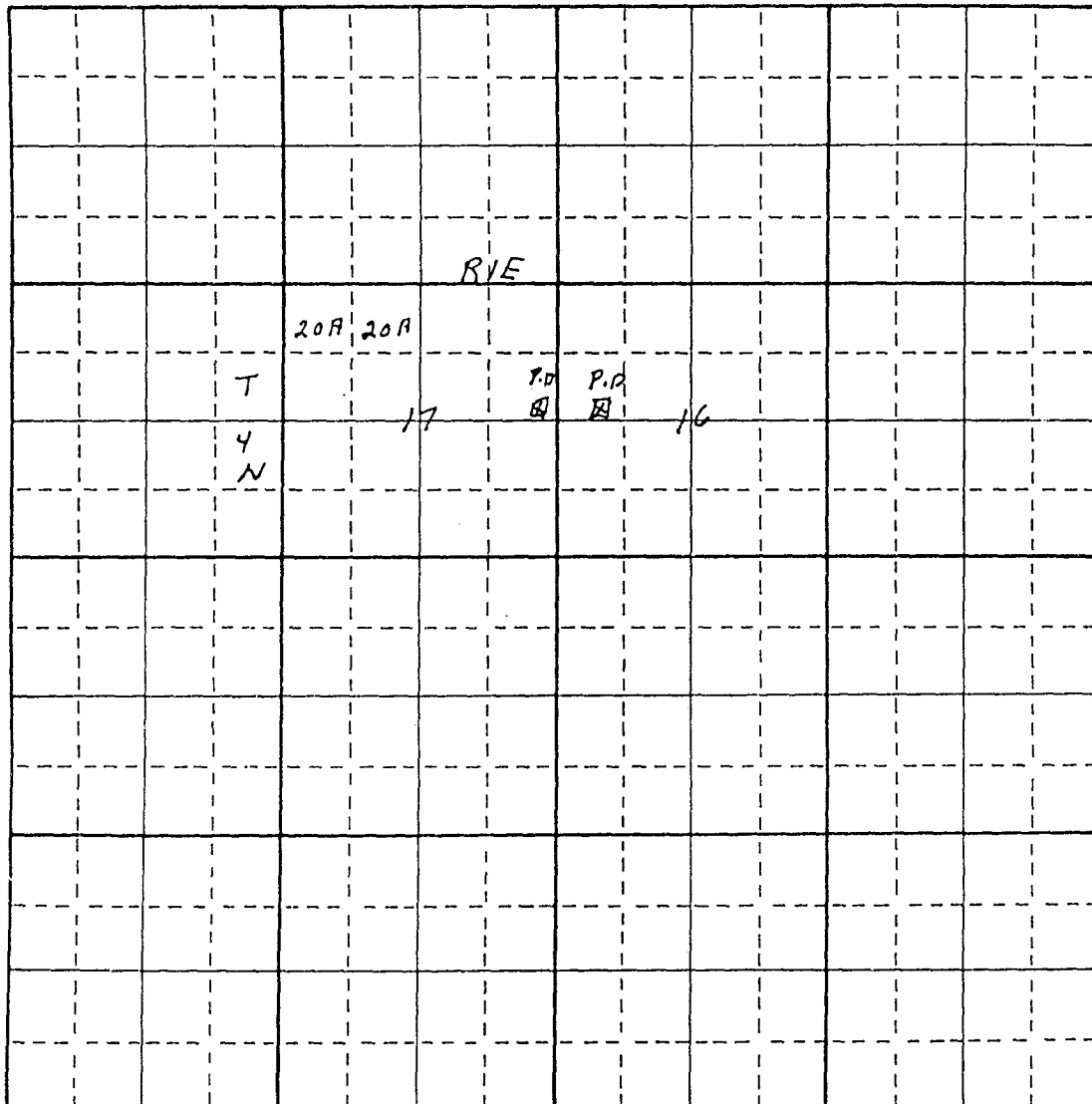
AUG 17 1992

c. Describe the lands place of use to which the right will be transferred:

TWP	RANGE	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
4N	1E	17					20	20											40

Total number of acres to be irrigated 40

4. Describe any other water rights used for the same purpose as described above. none
5. Draw a map indicating the new point(s) of diversion and/or the new land to be irrigated. Show clearly the land involved by section, township and range number.



SCALE 2 inches equal 1 mile. Draw plan in ink

MICROFILMED

AUG 17 1992

D. REMARKS

.4 CFS was not transferred from original
P.O. SENE Sec 5 T3N R3E.

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

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

Leavel C. Mace
(Signature of Applicant)

Subscribed and sworn to before me this 28 day of April, 19 83

Mary M. Northway
(Notary Public)

My commission expires Life

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 63-92108
and said application is hereby APPROVED, subject to the following limitations and conditions:

1. A measuring device and lockable controlling works of a type acceptable to the Department shall be permanently installed and maintained as part of the diverting works.
2. Use of water under this right is subject to control by the watermaster of State Water District No. 63, Boise River.

Witness my hand this 8th day of May, 19 84

J. Glen Saxton
Chief, Operations Bureau

FOR DEPARTMENT USE ONLY

Received by JKN Date 4/28/83 Protest filed by _____
Prelim. check by J Fee 50.00 \$ 779.66
Received by JP Date 4/28/83
Published in the Idaho Statesman Copies of protest forwarded by _____
Pub. dates 5/12 & 5/19/83 9/29 & 10/6/83 Hearing held by _____ Date _____
Watermaster recommendation requested on 9/23/83 Recommended for approval denial
01-1-83 rec'd. 2-17-84 by DBS Jim Det

MICROFILMED

AUG 17 1982

April 20, 1983

To: BOARD OF DIRECTORS
WARM SPRINGS DITCH COMPANY

My father, Charles Mace, bought forty (40) inches of water from an individual, whose name I do not know, and had it transferred into the Warm Springs Ditch. He used the water transferring it to different ranches when water got low in the summer.

My father and then myself have paid the water bill on this forty inches of water every year.

I would like to transfer this water out of the Warm Springs Ditch to the Mace and Mace Ditch for property that has no water.

I have talked to the Water Administration, and they say it can be transferred with the approval of the Warm Springs Ditch Company Board.

Yours truly,

Leonard C. Mace
Leonard C. Mace
Route 3, Eagle, Idaho 83616

ABOVE TRANSFER APPROVED BY FOLLOWING MEMBERS OF THE
BOARD OF DIRECTORS OF THE WARM SPRINGS DITCH COMPANY:

12646-110002

W. H. Easton
Leonard C. Mace

MICROFILMED

AUG 17 1982

NE 1/4 of Sec. 5, T. 3 N. R. 2 E. B.M., through what is known as the Thurman Mill Slough, for use upon the NW 1/4 of SW 1/4, and S. 1/2 of S. W. 1/4, and SW 1/4 of SE 1/4 of Sec. 21, T. 4 N. R. 1 E. B.M.

63 in the following amount from the following date;

-4/2 170 inches, from June 1, 1882, and hereby designated as Right No. 81.

For use upon the following described tract; commencing at a point 30 feet south of the corral fence, thence south 69 degrees 30 minutes west 500.3 feet, thence south 315 feet to edge of bluff, thence south 76 degrees east 562 feet along the edge of bluff, thence north 29 degrees 30 minutes east 162 feet, thence north 29 degrees 45 minutes west 409 feet to place of beginning, in lot 3 of Sec. 15, T. 3 N. R.

2 E. B.M., in the following amount from the following date;

63 0215

3 inches, from June 1, 1889, and hereby designated as Right No. 115.

For use upon lots 5 and 6, Sec. 21, T. 4 N. R. 1 E. B. M., in the following amount from the following date;

63 0216

60 inches, from June 1, 1889, and hereby designated as Right No. 116.

And be adjudged to pay \$16.31 costs in addition to the costs incurred by her.

Transfer 2996: P/D & P/A
From: Warm Springs Ditch
TO: Mace & Mace Ditch

MICROFILMED

AUG 12 1982

12/06/2005

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-216A

NAME AND ADDRESS: LEONARD AND MAXINE MACE TRUST
800 MACE ROAD
EAGLE ID 83616

SOURCE: BOISE RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 0.800 CFS

This right when combined with Right No. 63-16273 shall provide no more than .02 cfs per acre. This right shall receive 100 percent of its decreed quantity until the natural flow of the waters of the Boise River shall decrease so that all rights containing this condition cannot receive 100 percent of their decreed quantities, at which time this right and the other rights containing this condition shall first be cut to 75 percent of their decreed quantities, as the natural flow of the river decreases, beginning with the latest rights containing this condition and proceeding to the earliest rights containing this condition in the order of their priority dates, and after all of the rights containing this condition shall have been reduced to 75 percent of their decreed quantities, should the natural flow of the waters of the river decrease below the amount necessary to supply 75 percent of those decreed quantities, then this right and the other rights containing this condition, beginning with the latest and proceeding to the earliest, shall be reduced to 60 percent of their decreed quantities.

PRIORITY DATE: 06/01/1889

POINT OF DIVERSION:

T04N R01E S16 SWNW Lot 5 Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	0.800 CFS
Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only as authorized by the Water District 63 Water Master and only when water is being released for flood control by the United States from the Lucky Peak Dam outlet under procedures and requirements for the Memorandum of Agreement between the U.S. Department of the Army and the U.S. Department of the Interior for Flood Control Operations of the Boise River Reservoirs, dated November 20, 1953, the Water Control Manual for Boise River Reservoirs dated April 1985 and any future amendments or revisions made thereto pursuant to state or federal procedures or law; provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir, Lake Lowell, Arrowrock Reservoir, and/or Anderson Ranch Reservoir, as decreed in SRBA Case No. 39576.		

PLACE OF USE: IRRIGATION Within ADA County

T04N R01E S17	NENW	20.0	T04N R01E S17	NWNW	20.0
---------------	------	------	---------------	------	------

40 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:
Water Right 63-216A

1

12/06/2005

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

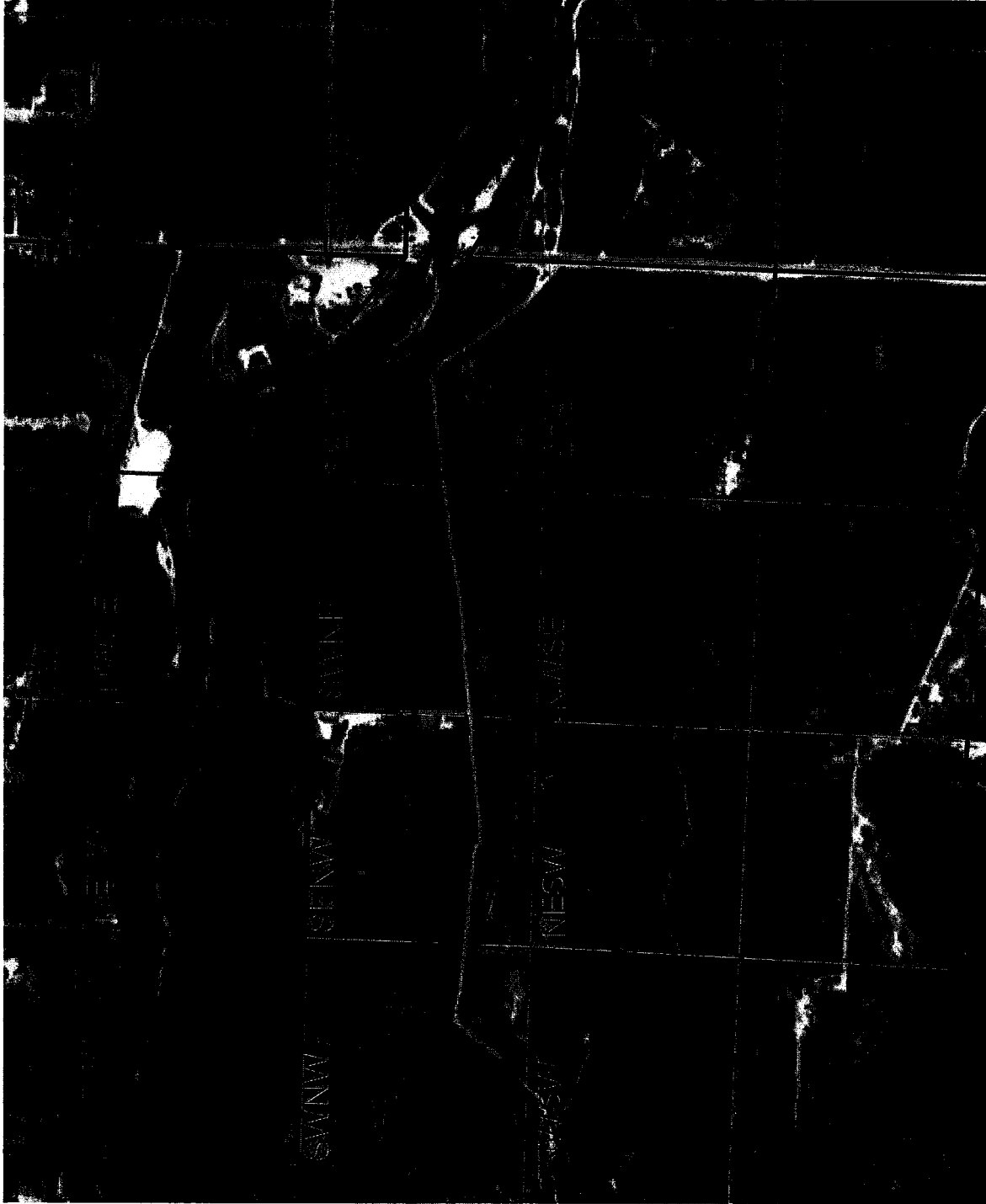
EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

Use of this right is combined with water from Mace-Catlin Ditch Co.

Idaho Department of Water Resources



**T04N, R01E,
S16 & S17**

Claim No: 63-216A

Prepared By: Kimberly Brown

Date: November 8, 2005



Place of Use



Section Lines



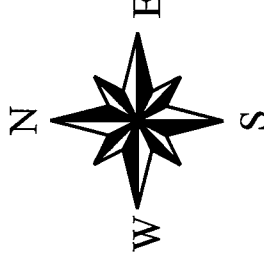
1/4 1/4



Point of Diversion

Acres Irrigated = 40.0

300 0 300 600 Feet



1987 NAPP

CONVERSATION MEMORANDUM

RE: Snake River Basin Adjudication Water Right Nos. A63-216A

October 3, 2006

Michael Lawrence called on behalf of the Mace's regarding the Explanatory Remark: Use of this right is combined with water from Mace-Catlin Ditch Co. I explained that this remark was added to the recommendation based on the Mace-Catlin Ditch Co. shareholders list that was placed in the file by Ron Howerton, IDWR Senior Water Resource Agent (see copy in file). Mr. Lawrence felt that this remark should not have been added to the recommendation because he does not believe that the Maces use any ditch company water on this property. I informed Mr. Lawrence that the Maces reviewed the Preliminary Recommendation and agreed with every aspect of the proposed recommendation (see *Notice of Error Reply* signed by Maxine E. Mace, dated 12/05/05).

Kimberly Brown
Senior Water Resource Agent
Western Region

FOR

Kimberly

Urgent

☐

DATE

10-3-06

TIME

9:19

A.M.

P.M.

While You Were Out

M

Michael Lawrence

OF

PHONE

388-1294

AREA CODE

NUMBER

EXTENSION

TELEPHONED		PLEASE CALL	☒
CAME TO SEE YOU		WILL CALL AGAIN	☐
RETURNED YOUR CALL		WANTS TO SEE YOU	☐

MESSAGE

63-216A

re: condition in
recommendation

SIGNED

lg

a adams

9711



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

FAX (208) 334-2348

December 7, 2005

Leonard and Maxine Mace Trust
800 Mace Road
Eagle ID 83616

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Re: Notice of Claim to a Water Right No. 63-216A, 63-182

Dear Claimant(s):

Enclosed is a copy of the above referenced claim(s), which reflect the change in ownership of the land and appurtenant water rights, covered under the original filing.

Please note that the enclosed Notice of Claim to a Water Right is not a final determination of your water right. This claim was filed during claims taking in the Snake River Basin Adjudication (SRBA) and has not yet been verified by this Department. Water rights are established and maintained by beneficial use of water for the uses designated on this claim form dating back to the priority date listed. This claim will be investigated, verified and recommended to the SRBA Court for court decree sometime in the near future. You will be notified prior to the beginning of any verification of this water right.

Thank you for your patience and cooperation, as we have had several water right changes to process. If you have any questions concerning the enclosed information, please feel free to contact this office.

Sincerely,

Liberty Gagnon
Office Specialist 1
Adjudication Section
Western Region Office

LG: lg

Enclosure

11/08/2005

**NOTICE OF ERROR
REPLY**

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: November 22, 2005

Water right number: 63-216A

MAXINE E MACE
800 MACE RD
EAGLE ID 83616
Telephone Number: (208)939-6346

LEONARD C MACE
800 MACE RD
EAGLE ID 83616
Telephone Number: (208)939-6346

> deceased

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):
2. Describe the changes you wish to make in the proposed recommendation:
3. Give a brief explanation as to why you disagree with these portions:

X I AGREE with this proposed recommendation: no changes need to be made.

DATE: 12/5/05 SIGNATURE: Maxine E. Mace
Please print your name: MAXINE E. MACE

IDWR Regional Office, 2735 Airport Wy, Boise, ID 83705, 2083342190

11/22/2005

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-216A

NAME AND ADDRESS: MAXINE E MACE
800 MACE RD
EAGLE ID 83616

LEONARD C MACE
800 MACE RD
EAGLE ID 83616

SOURCE: BOISE RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 0.800 CFS

This right when combined with Right No. 63-16273 shall provide no more than .02 cfs per acre.

This right shall receive 100 percent of its decreed quantity until the natural flow of the waters of the Boise River shall decrease so that all rights containing this condition cannot receive 100 percent of their decreed quantities, at which time this right and the other rights containing this condition shall first be cut to 75 percent of their decreed quantities, as the natural flow of the river decreases, beginning with the latest rights containing this condition and proceeding to the earliest rights containing this condition in the order of their priority dates, and after all of the rights containing this condition shall have been reduced to 75 percent of their decreed quantities, should the natural flow of the waters of the river decrease below the amount necessary to supply 75 percent of those decreed quantities, then this right and the other rights containing this condition, beginning with the latest and proceeding to the earliest, shall be reduced to 60 percent of their decreed quantities.

PRIORITY DATE: 06/01/1889

POINT OF DIVERSION:
T04N R01E S16 SWNW Lot 5 Within ADA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/01 11/15

0.800 CFS

Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only as authorized by the Water District 63 Water Master and only when water is being released for flood control by the United States from the Lucky Peak Dam outlet under procedures and requirements for the Memorandum of Agreement between the U.S. Department of the Army and the U.S. Department of the Interior for Flood Control Operations of the Boise River Reservoirs, dated November 20, 1953, the Water Control Manual for Boise River Reservoirs dated April 1985 and any future amendments or revisions made thereto pursuant to state or federal procedures or law; provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir, Lake Lowell, Arrowrock Reservoir, and/or Anderson Ranch Reservoir, as decreed in SRBA Case No. 39576.

PLACE OF USE:

IRRIGATION Within ADA County

T04N R01E S17

NENW

20.0

T04N R01E S17

NWNW

20.0

40 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

Use of this right is combined with water from Mace-Catlin Ditch Co.

#116 in Boise River Stewart Decree

Page 1

02/11/2005

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-216A

WATER RIGHT NUMBER: 63-216A ✓

Owner Type

Current Owner

Name and Address

LEONARD C MACE ✓
800 MACE RD
EAGLE, ID 83616
(208)939-6346

* Maxine E. Mace

Original Owner

SONORA JOPLIN ✓

Priority Date: 06/01/1889 ✓

Basis: Decreed ✓

Status: Active

Source

BOISE RIVER ✓

Tributary

SNAKE RIVER ✓

Beneficial Use

IRRIGATION ✓

From To

3 1/4 to 15

Diversion Rate

0.800 CFS ✓

Annual Volume

Total Diversion:

0.800 CFS ✓

Location of Point(s) of Diversion

BOISE RIVER ✓

ADA County ✓

Lot 5 SW 1/4 NW 1/4 ✓

Sec. 16, Twp 04N, Rge 01E, B.M. ✓

claimed +
Transfer 2996
lists

BOISE RIVER ✓

ADA County ✓

SE 1/4 NE 1/4

Sec. 17, Twp 04N, Rge 01E, B.M.

result of Transfer 2996

not
claimed,
but
Transfer
approved

Place of Use

IRRIGATION

Twp	Rge	Sec	NE	NW	SE	SW	NE	NW	SE	SW	NE	NW	SE	SW	Totals
04N	01E	17	20	20	20	20	20	20	20	20	20	20	20	20	40.0

Transfer → 17

Total Acres: 40

ADD C03 - PO

Accomp. Transfer

43.3 AC

Conditions of Approval:

ADD C05 - PO

Accomp. Transfer

claimed

Remarks:

1. General

TRANS. 2996.
#63-216

(4/84) from Warm Springs Ditch to
Mace-Mace Ditch

Decreed - 60 AC = 1.2 cfs

ADD CONDITION 545 -

ADD CONDITION 155 - Quantity

Parcel No: a portion of S0517141807.

63- 216 :
(decree 1.2 cfs)
216A 0.8 cfs
216B 0.40 cfs

NOT
CLAIMED

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-216A

Comments: _____Dates and Other Information:

Licensed Date:
 Decreed Date: 1/18/1906
 Water Supply Bank Enrollment Accepted:
 Water Supply Bank Enrollment Removed:
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 State or Federal:
 Owner Name Connector:
 Water District Number: 63
 Generic Max Rate Per Acre:
 Generic Max Volume Per Acre:
 Decree Defendant: Riverside Irrigation District, Ltd, et al
 Decree Plaintiff: Farmers Cooperative Ditch Co
 Civil Case Number:
 Judicial District: Seventh District
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

- overlaps w/ 63-16273 -
 limit to 0.02 cfs/acre

Combined Use Limits:Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
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Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
----------------	------------------------	-----------------	-----------------

Transfer 2996 - POD: SENE, S5, 3N, 2E

60 AC

1.2 cfs

POU: SW1W & SENW, 4N, 1E, S2E
 20 AC 20 AC
 = 40 total

* from Warm Springs Ditch to Mace-Mace Ditch

Field Exam Date 11.8.05

(in office review)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION FIELD REPORT

Prior to Field Exam

- ☒ Copy of Claim, claim has been signed, sealed, and dated by notary?
- ☒ Check fees paid \$94.00 per. for 63-216A
- ☐ Well logs (if needed) N/A
- ☒ Copy of topo or NAPP
- ☐ Check of Govt. Lots, if needed, Govt. Plat/Tax lot information
- ☐ Check POD & POU overlap, see below – include overlapping right for exam
- ☐ Evidence of Priority – if none, talk with claimant

CLAIMANT INFORMATION – verify contact information is complete

Claim No(s) AG3-216A

Owner: Maxine & Leonard Mace Phone No. (208)939-6346

Current Address: 800 Mace Rd., Eagle 83616

- ☒ No change NAME IS THE SAME
- ☐ NEW OWNER
- ☒ No change Address
- ☐ NEW ADDRESS
- ☐ How long owned property?

Accompanied by: N/A

PRIORITY DATE

- ☐ No change – Complete evidence submitted or not necessary
- ☐ Incomplete – Claimant should be asked when water was first used and submit proof of date.
- ☐ Priority date is acceptable/within mandatory filing dates?

Priority date, per claimant, is: 06/01/1889

(If priority date, based on your exam, seems questionable, explain below.)

Source: Boise River Tributary to

- ☒ No Change –SAME SOURCE
- ☐ Source found is different than claimed:

POINT OF DIVERSION (+) Govt. lot 5

- ☐ No change
- ☐ POD found is different than claimed:
- ☒ If different, when did POD change? POD Accomplished Transfer

Transfer 2996 changed the POB to: SWNW, S16, 4N, 1E &
SENE, S17, 4N, 1E

However, only the SWNW, S16 was claimed.

DIVERSION AND DELIVERY SYSTEM

Points of Diversion:

ID #	Govt Lot #	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks GPS ID
	5		SW	NW	16	4N	1E		

Description of diverting works

Dam, Mace & Mace Ditch

OVERLAP REVIEW

Other water rights with the same point of diversion: _____

Does overlap add acres or uses to existing system, increase rate of flow or volume, or other? Explain: _____

WATER USES☐ No change☐ Different Uses

Season of use is 3/1 to 11/15.

Use _____ From 3/1 To 11/15 Amount _____ CFS _____ AFA

Use _____ From _____ To _____ Amount _____ CFS _____ AFA

Use _____ From _____ To _____ Amount _____ CFS _____ AFA

TOTAL VOLUME – Groundwater only☐ Incomplete on claim, the total is, Amount _____ CFS _____ AFA☐ Changes found, the new total is, Amount _____ CFS _____ AFA☐ More than 1" per Acre? Yes _____ (claimant must complete excess flow sheet)

Mr. Mace remarks that he needs more than an inch/acre, but decree allots an 1"/acre.

NON-IRRIGATION USES:☒ No change

None

☐ Changes Exam found: Domestic # of homes _____ Stock # _____

Types _____ Additional comments: _____

PLACE OF USE:☐ No Change☒ Changes shown below:

Mr. Mace increased the acreage from the 40 acres decreed to 43.3 acres (22.7 acres in NENW, S17 and 20.6 acres in the NWNW, S17). The decreed ^{& Transfer} amount of 40 AC is being recommended.

Parcel No: a portion of S0517141807.
 ~ (177.89 AC)
 total

Place of Use			NE				NW				SW				SE				Totals
TWP	RGE	SEC	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
4N	1E	17					20	20											40.0
							✓												
							no Govt												
							lots												

Overlap with other water rights: 63-16273

Does overlap increase rate of flow, volume, additional acres, different source for same acres? Explain:
overlay w/ 63-16273 in NENW - limit to 0.02 cfs/acre.

Delivery System Narrative: Mace & Mace Ditch, Free flow

Well or Diversion Identification No GPS ID	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge size

FLOW MEASUREMENTS: N/A

Attach appropriate documents

NARRATIVE/REMARKS/COMMENTS (OVER)

Use of this right is combined with Mace-Catlin Ditch Co.
Season of use is 3/1 to 11/15.

POB Accomplished Transfer

POU Accomplished Transfer

ADD CONDITION 155 (Quantity)

ADD CONDITION S45

This right is also designated as Right No. 116 in the Boise
River Stewart Decree & B.R. Water Distribution Report.

Parcel No: a portion of S0517141807.

AFTER EXAM THE FILE SHOULD CONTAIN:

- ☒ Completed claim checklist
- ☐ Photographs of POD's and POU
- ☐ GPS readings
- ☒ Completed map and or GIS layout showing POD's and POU

DATE EXAM CONDUCTED: 11.8.05 (in office review)

FIELD EXAMINER: Kimberly Brown

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report 63-216B

WATER RIGHT NUMBER: 63-216B

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	SONORA JOPLIN
	, ZZ

Priority Date: 06/01/1889

Basis:

Status: Not Claimed

<u>Source</u>	<u>Tributary</u>
BOISE RIVER	SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	/ to /	0.400 CFS	
	<u>Total Diversion:</u>	0.400 CFS	

Location of Point(s) of Diversion

BOISE RIVER	SE1/4NE1/4	Sec. 5,	Twp 03N,	Rge 02E, B.M.
ADA County				

Place of Use

IRRIGATION Within ADA County

T04N R01E S21 Lot 5 SWNW	T04N R01E S21 Lot 6 SENW
--------------------------	--------------------------

Conditions of Approval:

Remarks:

- General THIS CLAIM WAS FOUND ON THE HOST TEMP AND APPEARS AT THIS TIME TO BE UNCLAIMED. NO ADDRESS IS ASSOCIATED WITH THE RECORD. THE STATUS OF THIS RECORD WILL BE CHANGED TO "N".

Comments:

Dates and Other Information:

LXVII.

That the defendant J. T. BARBER be, and he is hereby awarded the use of the waters of Boise River, diverted from said river at a point in SE 1/4 of NE 1/4 of Sec. 5, T. 3 N. R. 2 E. B.M., through what is known as the Thurman Mill Slough, for use upon lands lying under said ditch in Sec. 19, T. 4 N. R. 1 E. B.M., in the following amount and from the following date;

63 0213
647 80 inches, from June 1, 1882; and hereby designated as Right No. 80. And be adjudged to pay \$5.60 costs in addition to the costs incurred by him.

LXVIII.

That the defendant SONORA JOPLIN is entitled to the use of the waters of Boise River, diverted from said river at a point in SE 1/4 of NE 1/4 of Sec. 5, T. 3 N. R. 2 E. B.M., through what is known as the Thurman Mill Slough, for use upon the NW 1/4 of SW 1/4, and S. 1/2 of S. W. 1/4, and SW 1/4 of SE 1/4 of Sec. 21, T. 4 N. R. 1 E. B.M. in the following amount from the following date;

3 0214
412 170 inches, from June 1, 1882; and hereby designated as Right No. 81.

For use upon the following described tract; commencing at a point 30 feet south of the corral fence, thence south 69 degrees 30 minutes west 500.3 feet, thence south 315 feet to edge of bluff, thence south 76 degrees east 562 feet along the edge of bluff, thence north 29 degrees 30 minutes east 162 feet, thence north 29 degrees 45 minutes west 409 feet to place of beginning, in lot 3 of Sec. 15, T. 3 N. R. 2 E. B.M., in the following amount from the following date;

63 0215
3 inches, from June 1, 1889, and hereby designated as Right No. 115.

For use upon lots 5 and 6, Sec. 21, T. 4 N. R. 1 E. B. M., in the following amount from the following date;

63 0216
60 inches, from June 1, 1889, and hereby designated as Right No. 116.

And be adjudged to pay \$16.31 costs in addition to the costs incurred by her.

Split tree - 63-216

63-216 as decreed = 1.20 cfs

63-216 $\rightarrow$ A = .80 cfs

12296 $\rightarrow$ B = .40 cfs

216 A = .80 cfs = OK.

(Mace) = Not claimed

216 B

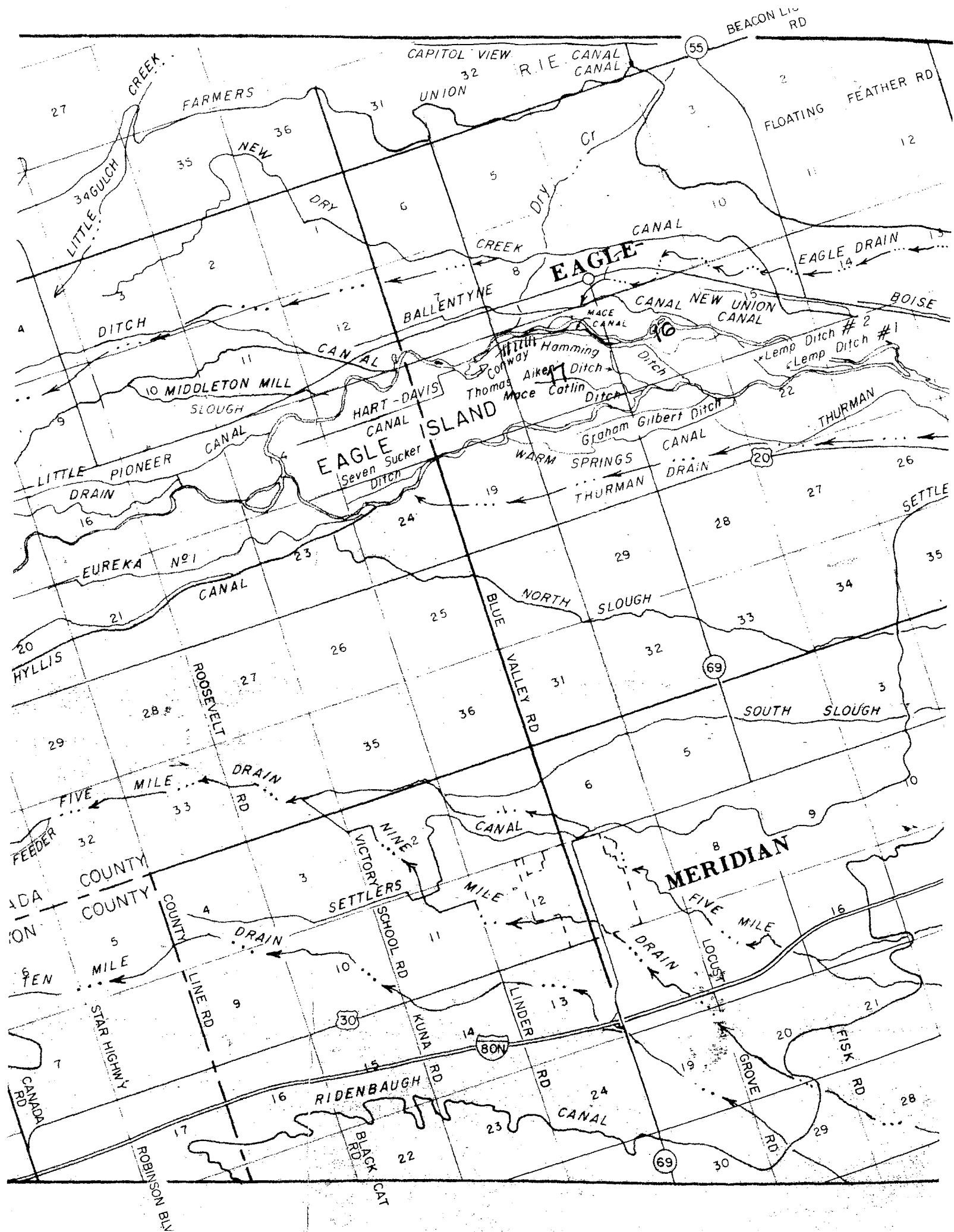
216 C = 1.20 cfs.

(Warm Spring Butch)

Mel ckd this US
decree - Split looks ok
to H/m.

WAF

- Mel Schulte



IDAHO STATE HISTORICAL SOCIETY

REFERENCE SERIES

EAGLE ISLAND DITCHES

Number 507

1974

1. Mace Catlin Ditch. Begins on south bank of Boise River in Lot 5, Section 17, T4N, R1E, and runs through Sections, 13, 17, 18, 19, and 24 in T4N, R1E, for a distance of 3.5 miles. The ditch was constructed in 1864 by T. C. Catlin, J. E. Wood, J. C. Wilson, G. W. Paul, C. R. Barnes, John Johnson, and M. M. Johnson. As originally built, the ditch measured two-and-one-half feet in width and eighteen inches in depth. In 1864, 150 inches of water was diverted through the ditch. It was enlarged annually until 1872. From 1872 to 1905, the size of the ditch remained at six feet on the bottom, ten feet at the top, and two feet deep. Also during this time, 500 inches of water were appropriated and diverted. Two headgates serve this ditch, one being three feet wide and eighteen inches deep and the other two-and-one-half feet wide and eighteen inches deep. Polette Mace and T. C. Catlin each irrigated about 350 acres from this ditch. In 1864, Catlin first utilized water from this ditch to raise forty acres of hay. In 1906, the ditch received water rights (4 and 51) of 536 inches.

2. Davis and Hart Ditch. Received water from a slough that connected with the Boise River. The headgate for the ditch is located in the NE 1/4 of Section 18, T4N, R1E. The ditch extends westerly through lands originally belonging to E. N. Hart, Mary G. Davis, and T. C. Catlin. These lands were located in the center of the NE 1/4 of Section 18, T4N, R1E, the SW corner of Section 13, T4N, R1W, lots 9, 10, 11, and 12 and the E 1/2, SE 1/4 of Section 14, T4N, R1W.

This ditch was constructed in 1863 by Edward N. Hart. It was enlarged in 1864, and again in 1865. In 1865, it measured six feet at the top and four feet on the bottom. Hart at this time appropriated and diverted twelve cubic feet of water under a four-inch pressure. The ditch irrigated 575 acres. In 1906, the Davis and Hart ditch received water rights (6, 57, and 58) of 165 inches.

3. Thomas Aiken Ditch. The Thomas Aiken Ditch begins in Section 16, T4N, R1E, about sixty rods from the west line of said Section 16 and near its southern line. In 1876, Thomas Aiken filed on 250 acres in section 17, T4N, R1E. The same year he

built the ditch and appropriated 500 inches of water. The ditch extended through a portion of William H. Conway's land and Aiken's land for a distance of one-and one-quarter miles. Conway used some of the water but the majority went toward irrigating Aiken's property. In 1876, Aiken had forty acres in cultivation.

He cut sixty tons of hay and raised some grain. In 1906, the ditch received the water right (63) for 260 inches.

4. Conway-Hamming Ditch. This ditch originated on the land of W. J. Hamming that was situated in Section 21, T4N, R1E. This land was originally owned by Lewis and Goff, who occupied it in 1864. They built a ditch, but it remained vacant when property was sold to Gabe Newman in 1870. Newman built a new ditch that same year. In 1877, Thomas Aiken extended and enlarged the Conway-Hamming Ditch to run through his land and Conway's property. In 1885, the ditch was enlarged by Lewis McShane and a Mr. Cobb. After this work was finished, the ditch measured four feet on the bottom, was a foot deep, and would carry 200 inches of water. When Gabe Newman died in 1891, T. C. Catlin bought up his land. Catlin in turn sold the 180 acres to Frank Short, who in 1904 relinquished his title to W. J. Hamming. Luther McShane and Thomas Aiken were the original owners of the 148 and 48/100 acres owned by William Conway. Conway purchased his property on October 1, 1891, from Jack Vincent, who had bought McShane and Aiken on January 1, 1891. However, Aiken kept a portion of his water right, which he sold to Conway in 1900. By 1905, the ditch measured four feet on the bottom, six feet at the top, two feet in depth, and about one mile in length. In 1906, the ditch received water rights (48, 64, and 118) of 285 inches.

STEWART DECREE

CHART NO. 1

BOISE RIVER

NUMBER	DATE	NAME	AMOUNT DECREED		DEPT. OF WATER ADMINISTRATION
			SEC. FT.	INCHES	
91	6-1-1884	RIVERSIDE IRRIGATION DISTRICT	20.00	1000	63-0226
92	10-17-1884	SETTLERS CANAL CO.	99.06	4953	63-0230
93	6-1-1886	NEW DRY CREEK DITCH	15.22	761	63-0206
94	6-1-1886	THOMAS DAVIS	13.40	670	63-0121
95	1-23-1887	WM. C., L. & E. YOUNG	4.00	200	63-0232
96	10-1-1887	AMERICAN DITCH ASSOCIATION	47.80	2390	63-0233
97	6-1-1888	NEW DRY CREEK DITCH CO.	7.86	393	63-0207
98	6-1-1888	A. V. LINDER	4.00	200	63-0234
99	6-1-1888	LEVI SMITH	1.30	65	63-0235
100	6-1-1888	CHARLOTTE CALHOUN	1.40	70	63-0236
101	6-1-1888	ED. J. LINDER	1.46	73	63-0237
102	6-1-1888	LIZZIE EVERETT	1.20	60	63-0238
103	6-1-1888	JESSE WILSON	1.40	70	63-0239
104	6-1-1888	THOMAS ANDREWS	.90	45	63-0130
105	7-1-1888	FARMERS COOPERATIVE DITCH CO.	50.00	2500	63-0190
106	8-20-1888	NAMPA MERIDIAN IRRIGATION DISTRICT	370.84	18542	63-0200
107	5-1-1889	CHARLES H. MILLER	.06	3	63-0240
108	5-1-1889	LOOMIS L. HOSLEY	.02	1	63-0241
109	5-1-1889	S. J. UTTER & C. B. TAYLOR	2.40	120	63-0242
110	5-1-1889	SOUTH BOISE MUTUAL IRRIGATION CO.	6.00	300	63-0243
111	5-1-1889	ESTATE OF J. H. GALLAGHER	2.94	147	63-0244
112	5-1-1889	ANNIE H. FOGARTY	.05	2.5	63-0245
113	5-1-1889	GRACE CALL	.10	5	63-0246
114	5-1-1889	SAMUEL H. CANFIELD	.03	1.5	63-0247
115	6-1-1889	SONORA JOPLIN	.06	3	63-0215
116	6-1-1889	SONORA JOPLIN	1.20	60	63-0216
117	9-1-1890	PIONEER IRRIGATION DISTRICT	200.00	10000	63-0224
118	6-1-1891	W. H. CONWAY	2.20	110	63-0197
119	6-1-1891	THOMAS DAVIS	.54	27	63-0122
120	6-1-1891	MIDDLETON MILL DITCH CO.	17.00	850	63-0126
121	6-1-1891	THOMAS ANDREWS	3.50	175	63-0131
122	6-1-1891	SETTLERS CANAL CO.	73.44	3672	63-0231
123	6-1-1891	THOMAS AIKEN	.80	40	63-0195
124	5-1-1893	RIVERSIDE IRRIGATION DISTRICT	80.00	4000	63-0227
125	6-1-1894	R. H. STOCKTON	1.76	88	63-0204
126	7-2-1894	FARMERS UNION DITCH CO.	110.00	5500	63-0248
127	5-1-1895	CHARLES REIN & JANE KEON	1.00	50	63-0249
128	7-1-1895	MATHEW CASEY	.66	33	63-0250
129	7-1-1896	FARMERS COOPERATIVE DITCH CO.	83.50	4175	63-0191
130	10-1-1899	RIVERSIDE IRRIGATION DISTRICT	20.00	1000	63-0228
131	3-23-1900	NEW YORK CANAL CO.	219.10	10955	63-0251
132	5-17-1900	CANYON DITCH CO.	10.00	500	63-0369
133	6-1-1901	RIVERSIDE IRRIGATION DISTRICT	70.00	3500	63-0229
134	10-25-1901	CANYON DITCH CO.	5.54	277	63-0252
135	4-1-1904	PIONEER IRRIGATION DISTRICT	56.34	2817	63-0225

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POU REVIEW REPORT
ADJUDICATION CLAIM NUMBER: 63-216A

02/11/2005

1

Right #	Type	Twp	Rge	Sec	QQ	Q	Lot	Purpose of Use	Acres/Total	Name
125K	Claim	04N	01E	17	NE	NW		IRRIGATION	10/	NEW DRY CREEK DITCH CO
126G	Claim	04N	01E	17	NE	NW		IRRIGATION	10/	NEW DRY CREEK DITCH CO
161L	Claim	04N	01E	17	NE	NW		IRRIGATION	10/2964	NEW DRY CREEK DITCH CO
-205	Claim	04N	01E	17	NE	NW		IRRIGATION	10/2964	NEW DRY CREEK DITCH CO
-206	Claim	04N	01E	17	NE	NW		IRRIGATION	10/2964	NEW DRY CREEK DITCH CO
~~216A~~	~~Claim~~	~~04N~~	~~01E~~	~~17~~	~~NE~~	~~NW~~		~~IRRIGATION~~	~~22.7/43.3~~	~~MAXINE E MACE~~
258B	Claim	04N	01E	17	NE	NW		IRRIGATION	10/2964	NEW DRY CREEK DITCH CO
-263	Claim	04N	01E	17	NE	NW		IRRIGATION	10/2964	NEW DRY CREEK DITCH CO
-286	Claim	04N	01E	17	NE	NW		IRRIGATION	10/2964	NEW DRY CREEK DITCH CO
288B	Claim	04N	01E	17	NE	NW		IRRIGATION	10/2964	NEW DRY CREEK DITCH CO
2406	Claim	04N	01E	17	NE	NW	<i>different POU</i>	IRRIGATION	6/29248	DRAINAGE DIST NO 2
5048	Claim	04N	01E	17	NE	NW		IRRIGATION	4/12	ROBERT W MORLEY
17468	Claim	04N	01E	17	NE	NW		IRRIGATION	10/2964	NEW DRY CREEK DITCH CO
38977	Claim	04N	01E	17	NE	NW		IRRIGATION	10/2964	NEW DRY CREEK DITCH CO
31778	Claim	04N	01E	17	NE	NW		IRRIGATION	10/14	NEW DRY CREEK DITCH CO
31806	Claim	04N	01E	17	NE	NW		IRRIGATION	10/	NEW DRY CREEK DITCH CO
~~2406~~	~~Water Right~~	~~04N~~	~~01E~~	~~17~~	~~NE~~	~~NW~~		~~IRRIGATION~~	~~6/29248~~	~~DRAINAGE DIST NO 2~~
~~5048~~	~~Water Right~~	~~04N~~	~~01E~~	~~17~~	~~NE~~	~~NW~~		~~IRRIGATION~~	~~12/12~~	~~ROBERT W MORLEY~~
~~12136~~	~~Water Right~~	~~04N~~	~~01E~~	~~17~~	~~NE~~	~~NW~~		~~WILDLIFE STORAGE~~		~~STATE OF IDAHO~~
2576	Claim	04N	01E	17	NE	NW		MUNICIPAL		UNITED WATER IDAHO INC
2605	Claim	04N	01E	17	NE	NW		MUNICIPAL		UNITED WATER IDAHO INC
2874	Claim	04N	01E	17	NE	NW		MUNICIPAL		UNITED WATER IDAHO INC
2954	Claim	04N	01E	17	NE	NW		MUNICIPAL		UNITED WATER IDAHO INC
2956	Claim	04N	01E	17	NE	NW		MUNICIPAL		UNITED WATER IDAHO INC
2989	Claim	04N	01E	17	NE	NW		MUNICIPAL		UNITED WATER IDAHO INC
3164	Claim	04N	01E	17	NE	NW		MUNICIPAL		UNITED WATER IDAHO INC
7067	Claim	04N	01E	17	NE	NW		MUNICIPAL		UNITED WATER IDAHO INC
7577	Claim	04N	01E	17	NE	NW		MUNICIPAL		UNITED WATER IDAHO INC

overlap w/ 63-16273

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POU REVIEW REPORT
ADJUDICATION CLAIM NUMBER: 63-216A

02/11/2005

2

Right #	Type	Twp	Rge	Sec	QQ	Q	Lot	Purpose of Use	Acres/Total	Name
7998	Claim	04N	01E	17	NE	NW		MUNICIPAL		UNITED WATER IDAHO INC
19456	Claim	04N	01E	17	NE	NW		MUNICIPAL		UNITED WATER IDAHO INC
125K	Claim	04N	01E	17	NW	NW		IRRIGATION	5/	NEW DRY CREEK DITCH CO
126G	Claim	04N	01E	17	NW	NW		IRRIGATION	5/	NEW DRY CREEK DITCH CO
161L	Claim	04N	01E	17	NW	NW		IRRIGATION	5/2964	NEW DRY CREEK DITCH CO
-205	Claim	04N	01E	17	NW	NW		IRRIGATION	5/2964	NEW DRY CREEK DITCH CO
-206	Claim	04N	01E	17	NW	NW		IRRIGATION	5/2964	NEW DRY CREEK DITCH CO
~~216A~~	~~Claim~~	~~04N~~	~~01E~~	~~17~~	~~NW~~	~~NW~~		~~IRRIGATION~~	~~20.6/43.3~~	~~MAXINE E MACE~~
258B	Claim	04N	01E	17	NW	NW		IRRIGATION	5/2964	NEW DRY CREEK DITCH CO
-263	Claim	04N	01E	17	NW	NW		IRRIGATION	5/2964	NEW DRY CREEK DITCH CO
-286	Claim	04N	01E	17	NW	NW		IRRIGATION	5/2964	NEW DRY CREEK DITCH CO
288B	Claim	04N	01E	17	NW	NW		IRRIGATION	5/2964	NEW DRY CREEK DITCH CO
17468	Claim	04N	01E	17	NW	NW		IRRIGATION	5/2964	NEW DRY CREEK DITCH CO
18977	Claim	04N	01E	17	NW	NW		IRRIGATION	5/2964	NEW DRY CREEK DITCH CO
11778	Claim	04N	01E	17	NW	NW		IRRIGATION	5/14	NEW DRY CREEK DITCH CO
11806	Claim	04N	01E	17	NW	NW		IRRIGATION	5/	NEW DRY CREEK DITCH CO
2576	Claim	04N	01E	17	NW	NW		MUNICIPAL		UNITED WATER IDAHO INC
2605	Claim	04N	01E	17	NW	NW		MUNICIPAL		UNITED WATER IDAHO INC
2874	Claim	04N	01E	17	NW	NW		MUNICIPAL		UNITED WATER IDAHO INC
2954	Claim	04N	01E	17	NW	NW		MUNICIPAL		UNITED WATER IDAHO INC
2956	Claim	04N	01E	17	NW	NW		MUNICIPAL		UNITED WATER IDAHO INC
2989	Claim	04N	01E	17	NW	NW		MUNICIPAL		UNITED WATER IDAHO INC
3164	Claim	04N	01E	17	NW	NW		MUNICIPAL		UNITED WATER IDAHO INC
7067	Claim	04N	01E	17	NW	NW		MUNICIPAL		UNITED WATER IDAHO INC
7577	Claim	04N	01E	17	NW	NW		MUNICIPAL		UNITED WATER IDAHO INC
7998	Claim	04N	01E	17	NW	NW		MUNICIPAL		UNITED WATER IDAHO INC
19456	Claim	04N	01E	17	NW	NW		MUNICIPAL		UNITED WATER IDAHO INC

Adjudication Recommendation Report 63-216C V1

Owner Type

Current Owner

Priority Date: 06/01/1889

Basis: Decreed

Status: Active

Source

Tributary

BOISE RIVER

SNAKE RIVER

Beneficial Use

From	To
------	----

Diversion Rate

Annual Volume

IRRIGATION

03/01 to 11/15

0.390 CFS

AESTHETIC STORAGE

01/01 to 12/31

2.00 AF

DIVERSION TO STORAGE

03/01 to 11/15

0.010 CFS

Total Diversion: 0.400 CFS

Location of Point(s) of Diversion

BOISE RIVER

L11 (NE1/4SE1/4)

Sec. 5, Twp 03N, Rge 02E, B.M.

ADA County

BOISE RIVER

L6 (SE1/4NW1/4)

Sec. 22, Twp 04N, Rge 01E, B.M.

ADA County

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	
04N	01E	19	X L 1			X													
04N	01E	20			X L 7	X L 8		X L 5	X	X L 6	X	X			X	X			
04N	01E	21			X L 7	X L 8			X L 5	X L 6	X	X				X			

Total Acres: 465.5

AESTHETIC STORAGE

[illegible]

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-216C V1

		NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
04N 01E 19		X																
		L 1																
04N 01E 20				X	X		X	X	X					X	X			
				L 7	L 8		L 5		L 6									

Conditions of Approval:

1. THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T03N, R02E, S5, NESE: 63-192, 63-19425, 63-135, 63-176, 63-193, 63-210, 63-211, 63-221, 63-250, 63-30125, 63-30129, 63-30130, 63-30131, 63-31936
2. WB4 The total instantaneous diversion of water from all points of diversion under Rights 63-192, 63-216c and 63-19425 shall not exceed 7.76 cfs, for the irrigation of 449 acres and diversion to aesthetic storage.
3. T07 The right holder shall accomplish the change authorized by Transfer 70620 within one year of the date of approval.
4. F01 WATER IS DELIVERED THROUGH THE THURMAN MILL CANAL AND THE WARM SPRINGS CANAL
5. 135 The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.
6. Rights 63-192, 63-216C and 63-19425 authorize the diversion of an annual total of 37.8 af to be used for the replacement of losses caused by evaporation from the 13.0 acre total surface ponds established under Right 63-31690.
7. 155 This right shall receive 100 percent of its decreed quantity until the natural flow of the waters of the Boise River shall decrease so that all rights containing this condition cannot receive 100 percent of their decreed quantities, at which time this right and the other rights containing this condition shall first be cut to 75 percent of their decreed quantities, as the natural flow of the river decreases, beginning with the latest rights containing this condition and preceding to the earliest rights containing this condition in the order of their priority dates, and after all of the rights containing this condition shall have been reduced to 75 percent of their decreed quantities, should the natural flow of the waters of the river decrease below the amount necessary to supply 75 percent of those decreed quantities, then this right and the other rights containing this condition, beginning with the latest and preceding to the earliest, shall be reduced to 60 percent of their decreed quantities.
8. K06 THIS RIGHT IS LIMITED TO THE IRRIGATION OF 449 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
9. T18 Prior to diversion of water under this approval, the right holder shall provide a means of measurement and lockable controlling works for all authorized points of diversion. The means of measurement and controlling works must be suitable for control of the diversions and acceptable to the watermaster.
10. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 63
11. T08 Failure of the right holder to comply with the conditions of Transfer 70620 is cause for the Director to rescind approval of the transfer.
12. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-216C V1

13. S45 Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only as authorized by the Water District 63 Water Master and only when water is being released for flood control by the United States from the Lucky Peak Dam outlet under procedures and requirements for the Memorandum of Agreement between the U.S. Department of the Army and the U.S. Department of the Interior for Flood Control Operations of the Boise River Reservoirs, dated November 20, 1953, the Water Control Manual for Boise River Reservoir dated April 1985 and any future amendments or revisions made thereto pursuant to state or federal procedures or law; provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir, Lake Lowell, Arrowrock Reservoir, and/or Anderson Ranch Reservoir, as decreed in SRBA Case No. 39576.
14. F06 THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE AS T04N, R01E, S22, SENW: 63-192, 63-19425
15. THIS RIGHT IS DESIGNATED AS NO 116 IN THE STEWART DECREE AND THE BOISE RIVER WATER MASTERS RECORDS

Remarks:

Comments:

1. mcase 7/21/2004 POD
Comment: Correlated PODID 611799 from SpatialDataID 342571 to SpatialDataID 302512
2. mcase 7/21/2004 POD
Comment: Correlated PODID 611798 from SpatialDataID 342578 to SpatialDataID 302643

Water Supply Bank:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-216C

WATER RIGHT NUMBER: 63-216C

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	SONORA JOPLIN
	, ZZ
Current Owner	WARM SPRINGS DITCH CO C/O HOFF COMPANIES INC 280 E CORPORATE DR STE 200 MERIDIAN, ID 83642 (208)884-2002

Priority Date: 06/01/1889

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
BOISE RIVER	SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/01 to 11/15	0.390 CFS	
AESTHETIC STORAGE	01/01 to 12/31		2.00 AF
DIVERSION TO STORAGE	03/01 to 11/15	0.010 CFS	
	<u>Total Diversion:</u>	0.400 CFS	

Location of Point(s) of Diversion

BOISE RIVER	L11 (NE1/4SE1/4)	Sec. 5, Twp 03N, Rge 02E, B.M.
ADA County		
BOISE RIVER	L6 (SE1/4NW1/4)	Sec. 22, Twp 04N, Rge 01E, B.M.
ADA County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	01E	19	24.0			26.0													50.0
			L 1																
04N	01E	20			35.0	32.0		22.0	39.0	41.0	16.0	1.5			33.0	24.0			243.5
					L 7	L 8		L 5		L 6									
04N	01E	21			24.0	25.0			23.0	23.0	20.0	39.0				18.0			172.0
					L 7	L 8			L 5	L 6									

Total Acres: 465.5

AESTHETIC STORAGE

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-216C

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	01E	19	X																
			L 1																
04N	01E	20			X	X		X	X	X					X	X			
					L 7	L 8		L 5		L 6									

Conditions of Approval:

1. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
2. WB4 The total instantaneous diversion of water from all points of diversion under Rights 63-192, 63-216C and 63-19425 shall not exceed 7.76 cfs for the irrigation of 449.0 acres and diversion to aesthetic storage.
3. Rights 63-192 and 63-19425 are also diverted through the point of diversion described above as Lot 6 (SENW), S22, T04N, R01E.
4. R65 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
5. S45 Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only as authorized by the Water District 63 Water Master and only when water is being released for flood control by the United States from the Lucky Peak Dam outlet under procedures and requirements for the Memorandum of Agreement between the U.S. Department of the Army and the U.S. Department of the Interior for Flood Control Operations of the Boise River Reservoirs, dated November 20, 1953, the Water Control Manual for Boise River Reservoir dated April 1985 and any future amendments or revisions made thereto pursuant to state or federal procedures or law; provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir, Lake Lowell, Arrowrock Reservoir, and/or Anderson Ranch Reservoir, as decreed in SRBA Case No. 39576.
6. T09 Approval of this transfer does not preclude the opportunity for review of the validity of this water right in the ongoing Snake River Basin Adjudication.
7. T18 Prior to diversion of water under this approval, the right holder shall provide a means of measurement and lockable controlling works for all authorized points of diversion. The means of measurement and controlling works must be suitable for control of the diversions and acceptable to the watermaster.
8. Rights 63-192, 63-216C and 63-19425 authorize the diversion of an annual total of 37.8 af to be used for the replacement of losses caused by evaporation from the 13.0 acre total surface area of ponds established under Right 63-31690.
9. F08 Water is delivered through the Thurman Mill Canal and the Warm Springs Canal.
10. This right is designated as No. 116 in the Stewart Decree and the Boise River Water Masters records.
11. X36 Rights 63-135, 63-176, 63-192, 63-193, 63-210, 63-211, 63-221, 63-250, 63-19425, 63-30125, 63-30129, 63-30130, 63-30131 and 63-31936 are also diverted through the point of diversion described above as Lot 11 (NESE), S05, T03N, R02E.
12. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 63.
13. T07 The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.

Remarks:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-216C

Comments:

1. pskaggs 3/4/2005 3:38:11 PM Transferred Right

Comment: This is now an approved transfer, transfer number = 70620

Water Supply Bank:

NOT ALLOWED

63-31313

Mace Cather Ditch Co. (V)
shareholders list.

Eagle Island
Water Users
Irrigation

ASSESSMENTS	
Baker-100ac	791.00
Carlson-40ac	316.40
Dennett-15ac	118.65
Elison-28.5ac	225.44
Johnson-5ac	39.55
Kell-2.5ac	19.78
Lindsay-65.1ac	514.94
Loddell-5ac *	39.55
Mace-30ac	237.30
Meek-13ac **	102.83
Newman-20ac	158.20
Peters-17.5ac	138.43
Porter-5ac	39.55
Rambo-9ac	71.19
State Park-315ac	2491.65
Wierenga-10.5ac	83.06
Wroten-27ac	213.57

→ A63-382A

RECOMMENDED AS 63-382B
DISALLOW JOHNSON CLAIM RIGHT
IS COVERED UNDER 63-382B.

PER MEL 4-2-03

POG CONDITION CODE

FROM: [illegible]
TO: [illegible]

Receipt Details for ID W003560

Status	Adjustment Type	Version
	Adjusted Receipt	1

General Information:

Date Received	Date Deposited	Region	Total Amount	Payment Type
7/11/1989 4:45:42 PM	7/11/1989	Western	\$351.00	Check
Payer		MACE, MRS. L.C.		

Account Information:

Check #	Account #	Credit Card Name	Authorization #
2693			
Card Expiration Date	Credit Card Transaction #		

Comment ADJUDICATION FEE

Fee Detail:

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$351.00	ADJUDICATION FEE	410162	9337	0	0	6490

Refund(s):

Amount	Payee	Date	Document Number
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Water Right Information:

Basin Number	Sequence Number	Split Suffix	Amount	Type
63	16274		\$25.00	Claim
63	16273		\$25.00	Claim
63	16272		\$25.00	Claim
63	182		\$182.00	Claim
63	216	A	\$94.00	Claim

Print Report

Transfer No. 2996Water Right No. 63-0216

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
To Change the Point of Diversion and/or the Place of Use

APPROVED

Name of applicant Leonard C. Mace Phone 939-6346
Post Office address Rt. 3 Box 800 Eagle, ID 83616

A. DESCRIPTION OF RIGHT AS RECORDED**1. Right evidenced by:**

a. Decree No. 63-0216 Decreed to Sonora Joplin
(Name)
in case of Farmers Co-operation Ditch Co. Riverside Irrigation District
dated in 1/18/1906 in 7th county of Ada v Canyon
(Name of court)

b. License No. _____ issued by the Idaho Department of Water Resources

c. Claim No. _____ on file with the Idaho Department of Water Resources

2. If applicant is not the original holder of this right, explain how it was acquired and attach a copy of the deed or other evidence of ownership of the land to which the right is appurtenant _____

3. Source of water Boise River tributary to Snake River

4. Date of priority June 1, 1889 Rt. # 116

5. Water is used for the following purposes:

amount 1.2 cfs for Irrigation purposes from _____ to _____
amount _____ for _____ purposes from _____ to _____
amount _____ for _____ purposes from _____ to _____
(month/day — both dates inclusive)

6. Total amount of water under right: a. 1.2 cubic feet per second
&/or
b. _____ acre feet per annum

7. Location of original point of diversion is SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 5
Township 3N Range 2E, B.M., in ADA County
Additional points of diversion, if any _____

8. Lands irrigated or place of use:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
4N	1E	21							1.5	1.6									60
									X	X									

Total number of acres to be irrigated 60

Describe any other water rights used for the same purpose as described above _____

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of nonuse? no If yes, describe in item D, REMARKS.

MICROFILMED

B. DESCRIPTION OF PORTION OF RIGHT OWNED BY APPLICANT (If the entire right is owned by the applicant, omit part B).

1. Amount of water: a. 0.80 cubic feet per second &/or
b. _____ acre feet per annum
2. Point of diversion SE $\frac{1}{4}$ N1E $\frac{1}{4}$, Section 5 Township 3N
Range 2E, B.M., ADA County
Additional points _____
3. Place of use:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
<u>4N</u>	<u>1E</u>	<u>21</u>							<u>80</u>	<u>80</u>									<u>160</u>

Total number of acres to be irrigated 160

C. DESCRIPTION OF RIGHT OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. General Information
- a. Amount of water to be diverted 0.80 c.f.s. &/or _____ acre feet
- b. Description of diverting works Mace & Mace diversion ditch
- c. Describe the reasons for the proposed changes This land doesn't have any water rights.
2. Change in point of diversion
- Point of diversion SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 16 Township 4N
Range 1E, B.M., _____ County
Additional points SENE Sec 17 T4N R1E
3. Change in place of use
- a. Are there liens, mortgages, or contracts on the lands from which you propose to transfer the water right which limit your authority to make the proposed change? Yes _____ No X. If yes, provide a statement agreeing to the proposed change from the holder of the lien, mortgage or contract.
- b. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer
LAND HAS OTHER WATER RIGHTS - THIS WATER WAS USED ONLY WHEN THERE WAS LOW WATER - SEE LETTER OF 1/26/83.

c. Describe the lands and place of use to which the right will be transferred:

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
4N	1E	17					20	20											40

Total number of acres to be irrigated 40

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

5. Draw a map indicating the new point(s) of diversion and/or the new land to be irrigated. Show clearly the land involved by section, township and range number.

The map shows a grid of sections. Township 4N and Range 1E are indicated. Section 17 is labeled 'RVE'. Section 16 is labeled 'P.A.' and 'P.D.'. Section 20 is labeled '20A' and '20B'. A 'MICROFILMED' stamp is visible in the bottom left corner.

SCALE: 2 inches equal 1 mile. Draw plan in ink.

MICROFILMED

REMARKS

.4 CFS was not transferred from original
P.D. SENE BAS TSN RSE.

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

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

Subscribed and sworn to before me this 28 day of April, 19 83

Leonard C. Mac
(Signature of Applicant)

Nancy M. Northway
(Notary Public)

My commission expires Life

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 63-02168 and said application is hereby APPROVED, subject to the following limitations and conditions:

1. A measuring device and lockable controlling works of a type acceptable to the Department shall be permanently installed and maintained as part of the diverting works.
2. Use of water under this right is subject to control by the watermaster of State Water District No. 63, Boise River.

Witness my hand this 8th day of May, 19 84

L. Glen Saxton
Chief, Operations Bureau

FOR DEPARTMENT USE ONLY

Received by JKV Date 4/28/83 Protest filed by _____

Prelim. check by JS Fee 50⁰⁰ # 77966

Receipted by JP Date 4/28/83

Published in Idaho Statesman Copies of protest forwarded by _____

Pub. dates 5/12/83 5/19/83 5/26/83 6/2/83 6/9/83 6/16/83 6/23/83 6/30/83 7/7/83 7/14/83 7/21/83 7/28/83 8/4/83 8/11/83 8/18/83 8/25/83 9/1/83 9/8/83 9/15/83 9/22/83 9/29/83 10/6/83 10/13/83 10/20/83 10/27/83 11/3/83 11/10/83 11/17/83 11/24/83 12/1/83 12/8/83 12/15/83 12/22/83 12/29/83 Hearing held by _____ Date _____

Watermaster recommendation requested on 9/23/83 Recommended for approval denial

10/4/83 rec'd. 2/17/84 by DGS Jim Dyer