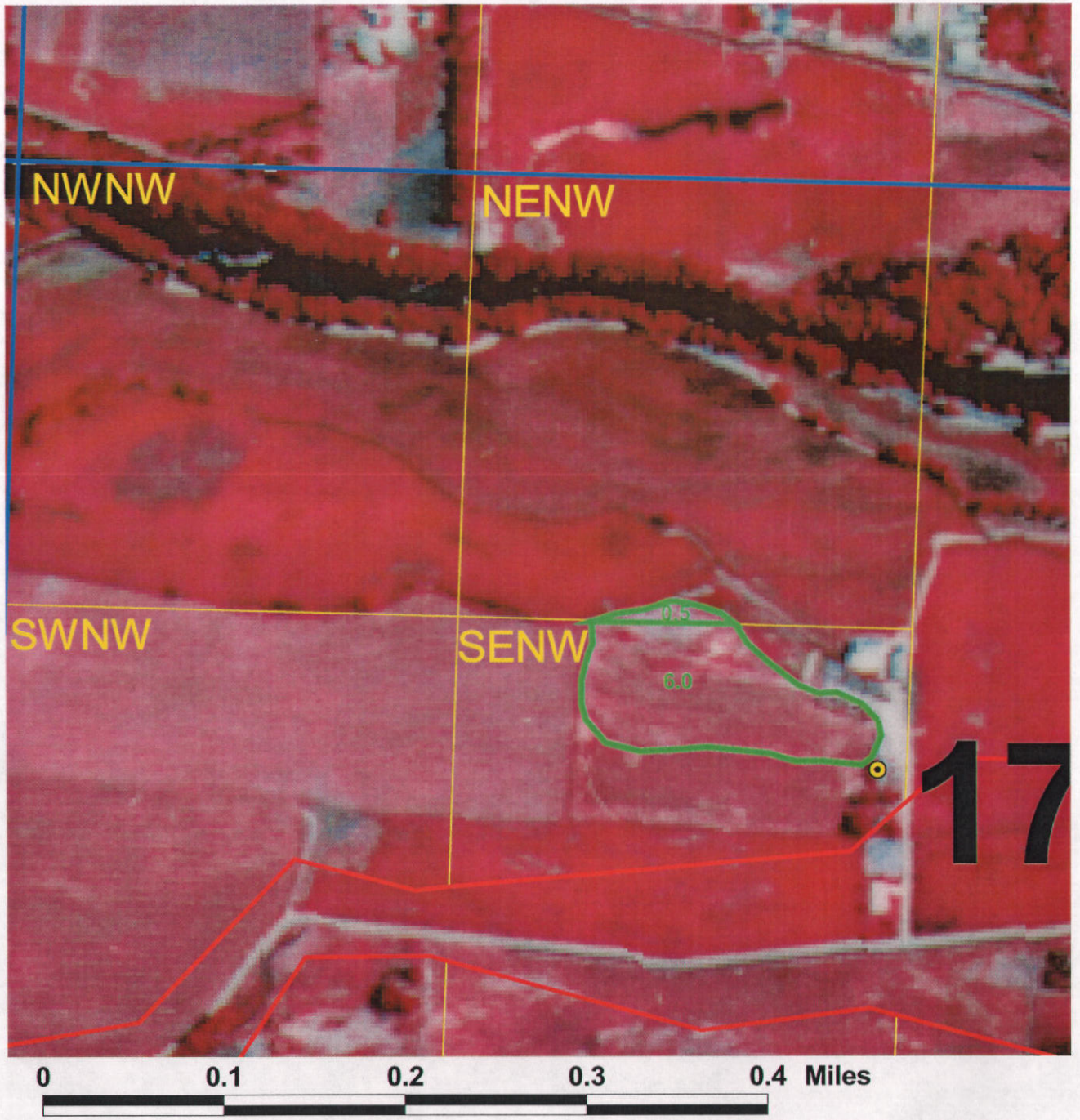
T4N, R1E, Sec. 17 .. AG3-16273

AUG 25 1992

Idaho Department of Water Resources



T04N, R01E, S17

Claim No: 63-16273
Prepared By: Kimberly Brown
Date: March 12, 2004

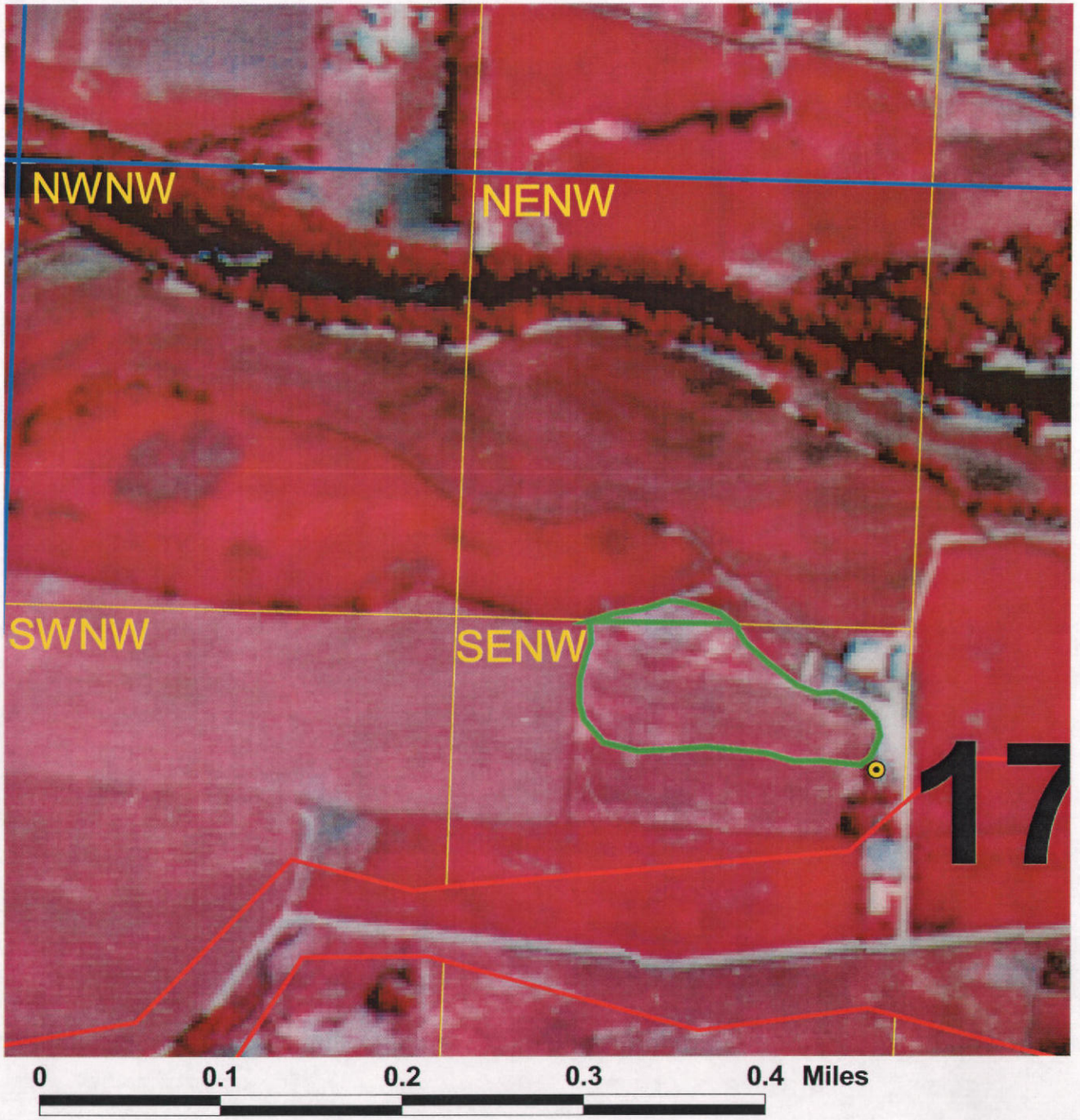
- Point of Diversion
- Place of Use
- Section Lines
- 1/4 1/4

Acres Irrigated = 6.5

N
W
E
S

1987 NAPP

Idaho Department of Water Resources



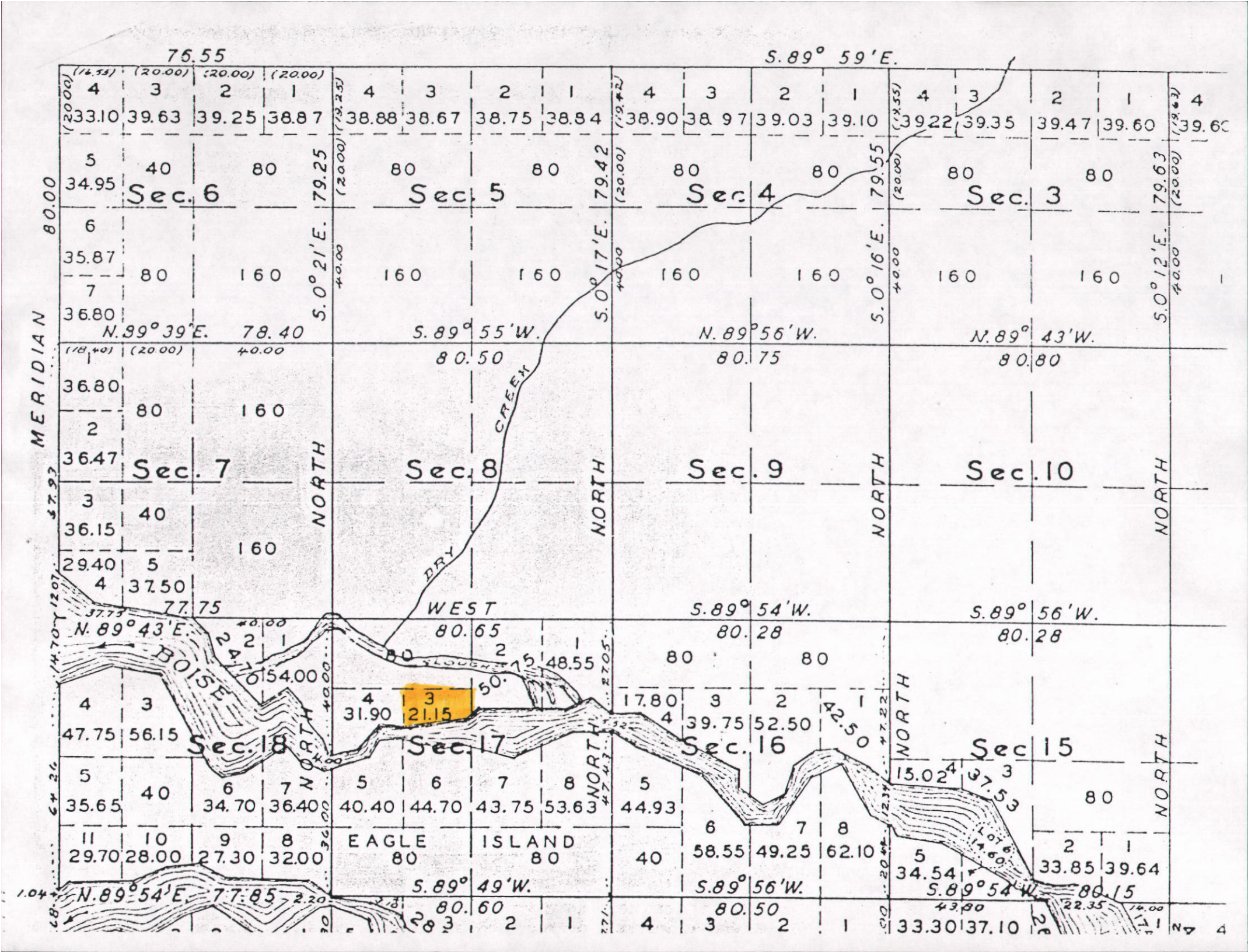
T04N, R01E, S17

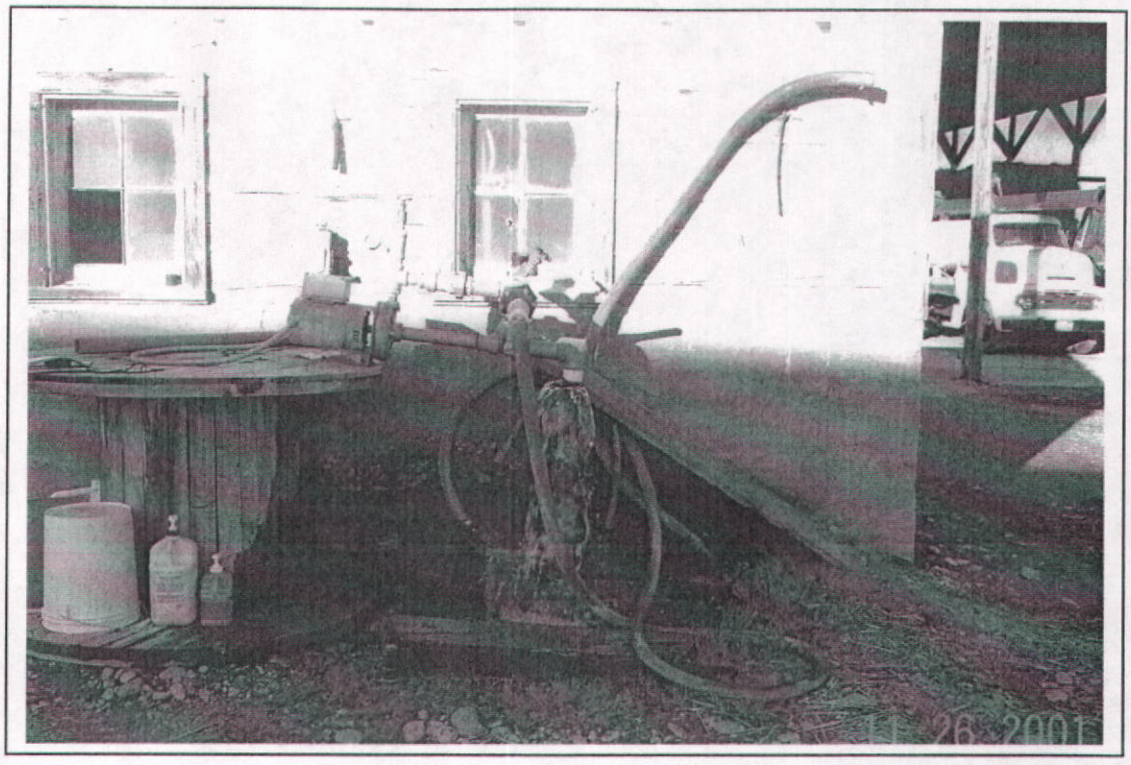
Claim No: 63-16273
Prepared By: Kimberly Brown
Date: March 12, 2004

Point of Diversion
Place of Use
Section Lines
1/4 1/4

N
W
E
S

1987 NAPP


75.55
S. 89° 59' E.
Sec. 6
Sec. 5
Sec. 4
Sec. 3
Sec. 7
Sec. 8
Sec. 9
Sec. 10
Sec. 18
Sec. 17
Sec. 16
Sec 15
MERIDIAN
NORTH
WEST
BOISE
DRY CREEK
SLOUGH
EAGLE ISLAND
N. 89° 39' E. 78.40
S. 89° 55' W.
N. 89° 56' W.
N. 89° 43' W.
S. 89° 54' W.
S. 89° 56' W.
N. 89° 43' E.
S. 89° 49' W.
S. 89° 56' W.
N. 89° 54' E. 77.85
S. 89° 54' W.
S. 0° 21' E. 79.25
S. 0° 17' E. 79.42
S. 0° 16' E. 79.55
S. 0° 12' E. 79.63
80.00
80.50
80.75
80.80
80.65
80.28
80.28
80.60
80.50
80.15
77.75
42.50
50.
80
160
40
40.00


OCT 26 2001

Idaho Department of Water Resources

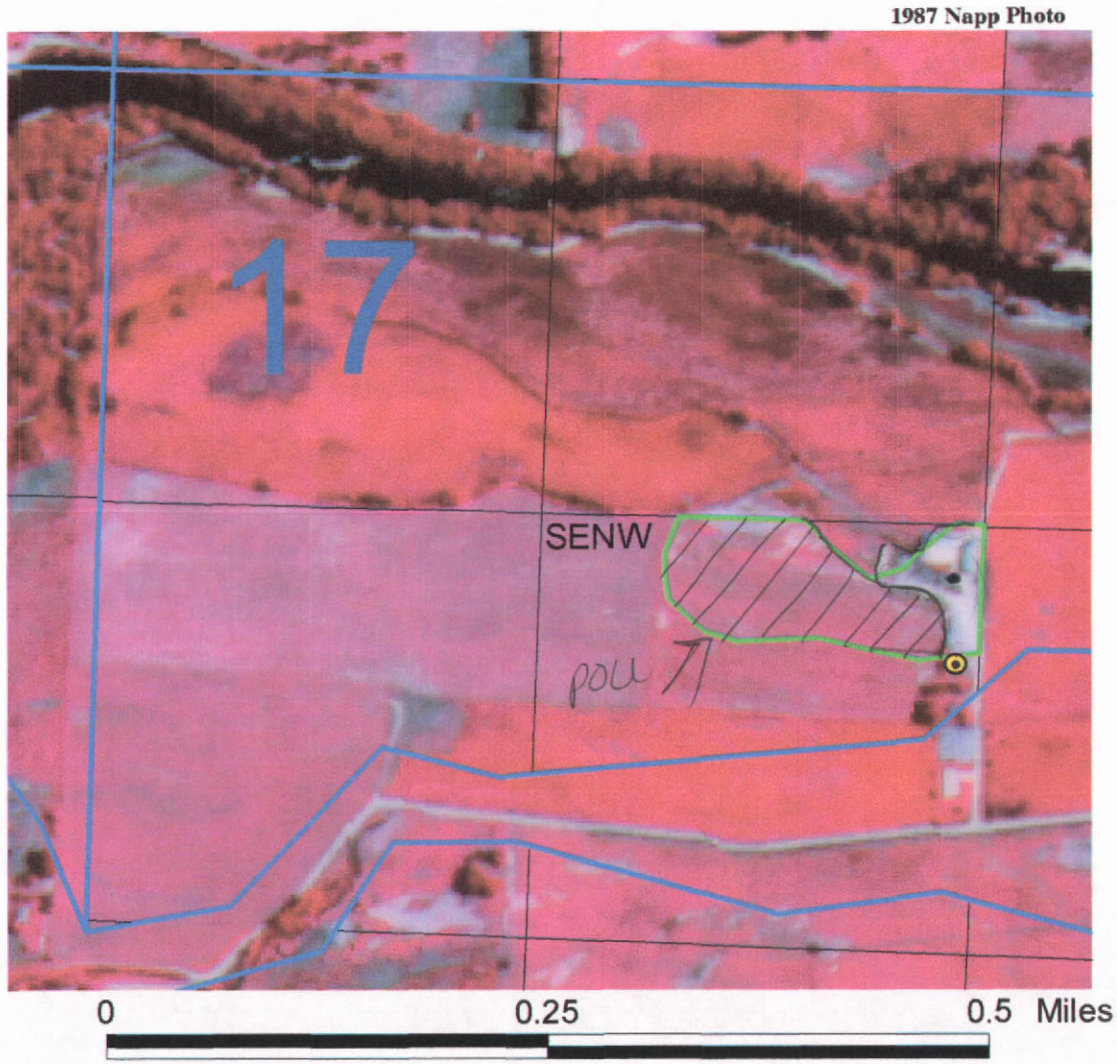
Claim Number: 63-16273
Legal: T4N, R1E, S17
Reviewed By:

Point of Diversion

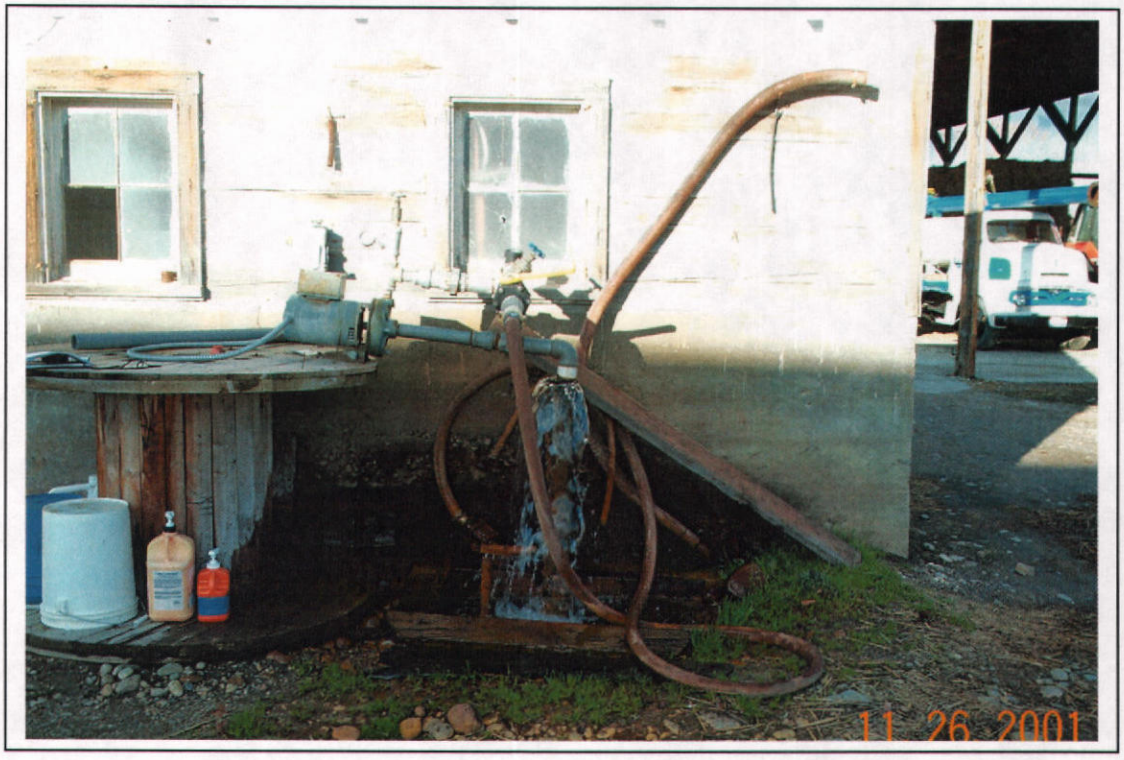
Place of Use

Section Lines

Quarter Quarter Lines



T 4N, R1E, Sec. 17 .. AG3-16273


11 26 2001

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: A63-16273
Date Received: 7/11/1989
Receipt No: W003560
Received By:

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: DEC 31, 1944

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
04N	01E	17	SE NW		ADA

5. Description of diverting works:
   ARTESIAN, 285' DEEP, PIPELINE TO 3 STK. TANKS, FLOOD IRR.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.140		
STOCKWATER	01/01	12/31	0.090		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
   S/250 HD CATTLE, 150 HORSES

MICROFILMED
AUG 25 1992

10. Place of Use:

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
04N	01E	17	SE	NW		IRR	7.0
			SE	NW		STOCK	

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:

15. Basis of Claim: BENEFICIAL USE

MICROFILMED
AUG 25 1992

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: 1

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 Lowell C Mace Date: X 7-11-89

Wayne E. Mace Date: ____

State of Idaho)
) SS.
County of Ada)

Subscribed and sworn (or affirmed) before me this 11 day of July 19 89

Linda Werner
Notary Public

Seal

Residing at Linda A. Werner ~~Residing at Boise, Idaho~~

My Commission Expires My Commission Expires December 8, 1994

MICROFILMED
AUG 25 1992

AUG 2 5 1992

AG3-16273

T4N, R1E, Sec. 11

02/22/2006

IDAHO DEPARTMENT OF WATER RESOURCES

RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-16273

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

~~LEONARD C MACE~~
~~800 MACE RD~~
~~EAGLE ID 83616~~

SOURCE: GROUND WATER TRIBUTARY:

QUANTITY: 0.220 CFS
34.700 AFY

This right when combined with Right No. 63-182 and 63-216A shall provide no more than .02 cfs per acre.

PRIORITY DATE: 12/31/1944

POINT OF DIVERSION:

T04N R01E S17 SENW Lot 3 Within ADA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	03/01 11/15	0.130 CFS 29.30 AFY
STOCKWATER	01/01 12/31	0.090 CFS 5.40 AFY

PLACE OF USE: IRRIGATION Within ADA County

T04N R01E S17	NENW	0.50	T04N R01E S17 Lot	3 SENW	6.00

STOCKWATER Within ADA County

T04N R01E S17	NENW	T04N R01E S17 Lot	3 SENW

6.5 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 - Beneficial Use

Stockwater use is for 250 range cattle and 150 horses.

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

In Re SRBA	)	**Water Rights:** 63-16273
	)	
Case No. 39576	)	**NOTICE OF COMPLETED**
	)	**ADMINISTRATIVE**
	)	**PROCEEDING**

IDWR has completed the following administrative proceeding:

☐ Address change

XX Substitution of Party

☐ IC § 42-222 transfer

- ☐ Point of diversion
- ☐ Place of use
- ☐ Period of use
- ☐ Nature of use
- ☐ Split of water right
- ☐ Change in ownership
- ☐ Other

☐ IC § 42-219 license

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Report(s)* for said water right(s). No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: February 24, 2006

Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on February 24, 2006, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

Clerk of the District Court Snake River Basin Adjudication P.O. Box 2707 Twin Falls, ID 83303-2707	___ overnight mail XX regular mail ___ hand-delivered ___ facsimile

2. Copies to:

Clive Strong Off ice of the Attorney General P.O. Box 44449 Boise, ID 83711-4449	___ overnight mail XX regular mail ___ hand-delivered ___ facsimile
United States Dept of Justice Environment & Natural Resource Div 550 West Fort Street MSC 033 Boise ID 83724	___ overnight mail XX regular mail ___ hand-delivered ___ facsimile

3. Copies to all parties to the subcase:

Maxine Mace 800 Mace Rd Eagle ID 83616	___ overnight mail XX regular mail ___ hand-delivered ___ facsimile
	___ overnight mail ___ regular mail ___ hand-delivered ___ facsimile

Joni Harris

Signature of person mailing this document

CONVERSATION MEMORANDUM

RE: Snake River Basin Adjudication Water Right Nos. A63-16273
Notice of Filing of Director's Report

February 8, 2006

Maxine Mace called regarding the *Notice of Filing of the Director's Report* that was mailed to her in December 2005. She did not understand what the information was for, so I explained why the State office sent these documents to her. After everything was explained and she understood the papers' meaning, Mrs. Mace had one request regarding this water right. She said that she would like to have her late husband's name taken off of this water right because he passed away in 1997. Although Mrs. Mace recently had the ownership of decreed rights #63-182 and #63-216A changed to the "Leonard and Maxine Mace Trust" in December 2005, she explained that she still lives on this piece of property and is not entirely sure if it should also be under the name of the trust. Mrs. Mace said that she would look through her papers to check, but requested that we take Leonard Mace's name off of this water right and that she would get back to me at a later date regarding whether or not the ownership should then be changed to into the trust.
In order to follow through with Mrs. Mace's request, I made a copy of Leonard Mace's *Certificate of Death* (located in the 63-182 file) and a copy of the *Notice of Change in Water Right Ownership* form recently filed for 63-182 and 63-216A (also located in the 63-182 file) and requested that fellow employee, Lori Harris, remove Leonard Mace's name from water right 63-16273.

Kimberly Brown
Senior Water Resource Agent
Western Region

RECEIVED
DEC 05 2005
WATER RESOURCES
WESTERN REGION

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. _____

TYPE OR PRINT PERMANENT BLACK INK DO NOT USE FELT TIP PEN

NAME OF DECEDENT. For use by physician or institution

DECEDENT

1. DECEDENT'S NAME — FIRST	MIDDLE	LAST	2. SEX	3. DATE OF DEATH (Month, Day, Year)
LEONARD	CHARLES	MACE	Male	November 6, 1997

4. SOCIAL SECURITY NUMBER	5a. AGE - Last Birthday (Yrs.)	5b. UNDER 1 YEAR MONTHS / DAYS	5c. UNDER 1 DAY HOURS / MINS.	6. DATE OF BIRTH (Month, Day, Year)	7. BIRTHPLACE (City and State or Foreign Country)
[redacted]	87			August 12, 1910	Meridian, Idaho

8. WAS DECEDENT EVER IN U.S. ARMED FORCES? ☐ Yes ☒ No

9a. PLACE OF DEATH (Check only one) *
HOSPITAL: (1) ☐ Inpatient (2) ☐ ER/Outpatient (3) ☐ DOA
OTHER: (4) ☒ Long-Term Care Facility (5) ☐ Own Residence (6) ☐ Other Private Residence (7) ☐ Other (Specify)_____

9b. FACILITY NAME AND ADDRESS (If not a hospital, enter name of place, street and number) *	9c. CITY, TOWN OR LOCATION OF DEATH *	9d. COUNTY OF DEATH *
Hillcrest Rehabilitation/Care Center	Boise	Ada

10. MARITAL STATUS — Married, Never Married, Widowed, Divorced (Specify)	11. SURVIVING SPOUSE (If wife, give maiden name)	12a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired.)	12b. KIND OF BUSINESS / INDUSTRY
Married	Maxine Thomas	Rancher	Ranching

13a. RESIDENCE STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER	13e. ZIP CODE
Idaho	Ada	Eagle	800 Mace Road	83616

13f. INSIDE CITY LIMITS?	14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify No or Yes — If yes, specify Cuban, Mexican, Puerto Rican, etc.)	15. RACE — American Indian, Black, Japanese, White, etc. (Specify)	16. DECEDENT'S EDUCATION (Specify only highest grade completed)	
			Elementary/Secondary (0-12)	College (1-4 or 5+)
☒ Yes ☐ No	☐ Yes ☒ No (Specify):	White	12	

PARENTS

17a. FATHER — NAME	17b. BIRTHPLACE	18a. MOTHER — FULL MAIDEN NAME	18b. BIRTHPLACE
Charles Mace	Idaho	Mary Venable	Oklahoma

INFORMANT

19a. INFORMANT'S NAME (Type/Print)	19b. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code)
Maxine Mace	800 Mace Road, Eagle, Idaho 83616

DISPOSITION

20a. METHOD OF DISPOSITION	20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place)	20c. LOCATION — City or Town, State
☒ Burial ☐ Cremation ☐ Removal from Idaho ☐ Donation ☐ Other (Specify) _____	Joplin Cemetery	Boise, Idaho

21a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH *	21b. LICENSE NUMBER (or Licensee) *	22. NAME AND ADDRESS OF FACILITY *
		Alden-Waggoner Chapel, Boise, Idaho

23. TIME OF DEATH	24. DATE PRONOUNCED DEAD (Month, Day, Year)	25. WAS CASE REFERRED TO CORONER?	26. MANNER OF DEATH (Check One)
0300 M	November 6, 1997	☐ Yes ☒ No	☒ Natural ☐ Homicide ☐ Suicide ☐ Accident ☐ Pending Investigation ☐ Could Not Be Determined

CAUSE OF DEATH

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. Bronchopneumonia	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**	DUE TO (or as a consequence of): b. Aspiration	
	DUE TO (or as a consequence of): c. Parkinsonism	years
	DUE TO (or as a consequence of): d.	

27. **PART II.** Other Significant Conditions contributing to death but not resulting in the underlying cause given in Part I.

28a. WAS AN AUTOPSY PERFORMED?	28b. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH?
☐ Yes ☒ No	☐ Yes ☑ No

CERTIFIER

IF DEATH WAS DUE TO OTHER THAN NATURAL CAUSES, THE CORONER MUST COMPLETE AND SIGN THE CERTIFICATE

29a. CERTIFIER (Check only one)
☒ 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.
☐ 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.

29b. SIGNATURE AND TITLE OF CERTIFIER ►	29c. LICENSE NUMBER	29d. DATE SIGNED (Month, Day, Year)
E. H. Newcombe	MD 2849	11/7/97

29e. NAME AND ADDRESS OF CERTIFIER (Type/Print) *
Edward H. Newcombe, MD, 2036 N. Cole Road, Boise, Idaho

TO BE USED FOR EXTERNAL CAUSES ONLY

30a. DATE OF INJURY (Mo., Day, Yr.)	30b. HOUR OF INJURY	30c. DESCRIBE HOW INJURY OCCURRED

30d. INJURY AT WORK?	30e. IF TRANSPORTATION ACCIDENT, Specify	30f. PLACE OF INJURY — At home, farm, street, factory, office building, etc. (Specify)	30g. LOCATION (Street or Route Number, City/Town, or County, and State)
☐ Yes ☐ No	☐ Driver ☐ Passenger ☐ Pedestrian ☐ Other_____		

CORONER'S REVIEW AREA

31a. CORONER'S ACTION (Check One)	31b. CORONER'S SIGNATURE	31c. DATE SIGNED (Month, Day, Year)
(1) ☐ Reviewed Only (2) ☐ Reviewed and/or Amended, and Certified		

REGISTRAR

32a. REGISTRAR'S SIGNATURE ►	32b. DATE FILED (Month, Day, Year)

VITAL STATISTIC'S COPY

HWH-0128
(Rev. 8/94)

*At a minimum, complete items 1; 3; 9a, b, c, d; 21a, b, 22; and 29e for the 24 Hour Report & Authorization for Final Disposition

Form 42-248/42-1409(6) July, 2000

RECEIVED

DEC 0 5 2005

WATER RESOURCES
WESTERN REGION

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

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
   300 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 Co-Trustee, 983 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) (include title if applicable)

X Shawnie E. Mace

Jerry L. 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 Ø
Receipted by _____ Date _____ Receipt No. _____
Processed by _____ AJ Date _____ WR _____ Date _____

RECEIVED
DEC 0 5 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 Eventualities. 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 ben 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

MAXINE E. MACE

CO-TRUSTEES:

LEONARD C. MACE

MAXINE E. MACE

SUCCESSOR CO-TRUSTEES:

SOUTHERN IDAHO CORPORATION OF SEVENTH-DAY ADVENTISTS

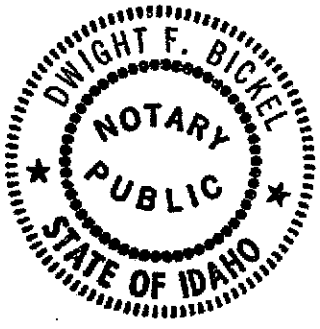
RONALD D. MACE

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.



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 $10,000

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.

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

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, of 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

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 ¼ 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 ¼ 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 N½ of the Northwest Quarter (NW¼) 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.

Leonard C Mace

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.

Ron Comforth
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.

Printed and For Sale By Syms-York Company, Boise

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 (½) section line 9.52 chains West of the one-fourth (¼) 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° 52' East a distance of 10.80 chains to a stone marked cross on top, thence North 49° 22' West a distance of 1.70 chains to a point, thence South 25° 08' West a distance of 3.30 chains to a point; thence South 62° 23' West a distance of 4.00 chains to a point; thence South 27° 38' West a distance of 2.41 chains to a stone marked cross on top; thence South 1° 52' West a distance of 39.28 chains to a stone marked cross on top; thence North 58° 07' East a distance of 1.00 chain to a point thence North 71° 52' East a distance of 2.00 chains to a point; thence North 83° 54' East a distance of 4.49 chains to a stone marked cross on top; thence North 1° 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 , 19 82 , before me, a notary public in and for said State, personally appeared

LEONARD C. MACE

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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.

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Residing at Boise, Idaho

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By Deputy.

Fees $

Mail to:

INSTRUMENT No.

Printed and For Sale By Syms-York Company, Boise

11/22/2005

IDAHO DEPARTMENT OF WATER RESOURCES

PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-16273

NAME AND ADDRESS: LEONARD C MACE
800 MACE RD
EAGLE ID 83616

MAXINE E MACE
800 MACE RD
EAGLE ID 83616

SOURCE: GROUND WATER TRIBUTARY:

QUANTITY: 0.220 CFS
34.700 AFY

This right when combined with Right No. 63-182 and 63-216A shall provide no more than .02 cfs per acre.

PRIORITY DATE: 12/31/1944

POINT OF DIVERSION:

T04N R01E S17 SENW Lot 3 Within ADA County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	03/01 11/15	0.130 CFS 29.30 AFY
STOCKWATER	01/01 12/31	0.090 CFS 5.40 AFY

PLACE OF USE:

IRRIGATION Within ADA County

T04N R01E S17 NENW 0.5 T04N R01E S17 Lot 3 SENW 6.0

STOCKWATER Within ADA County

T04N R01E S17 NENW T04N R01E S17 Lot 3 SENW

6.5 ACRES TOTAL

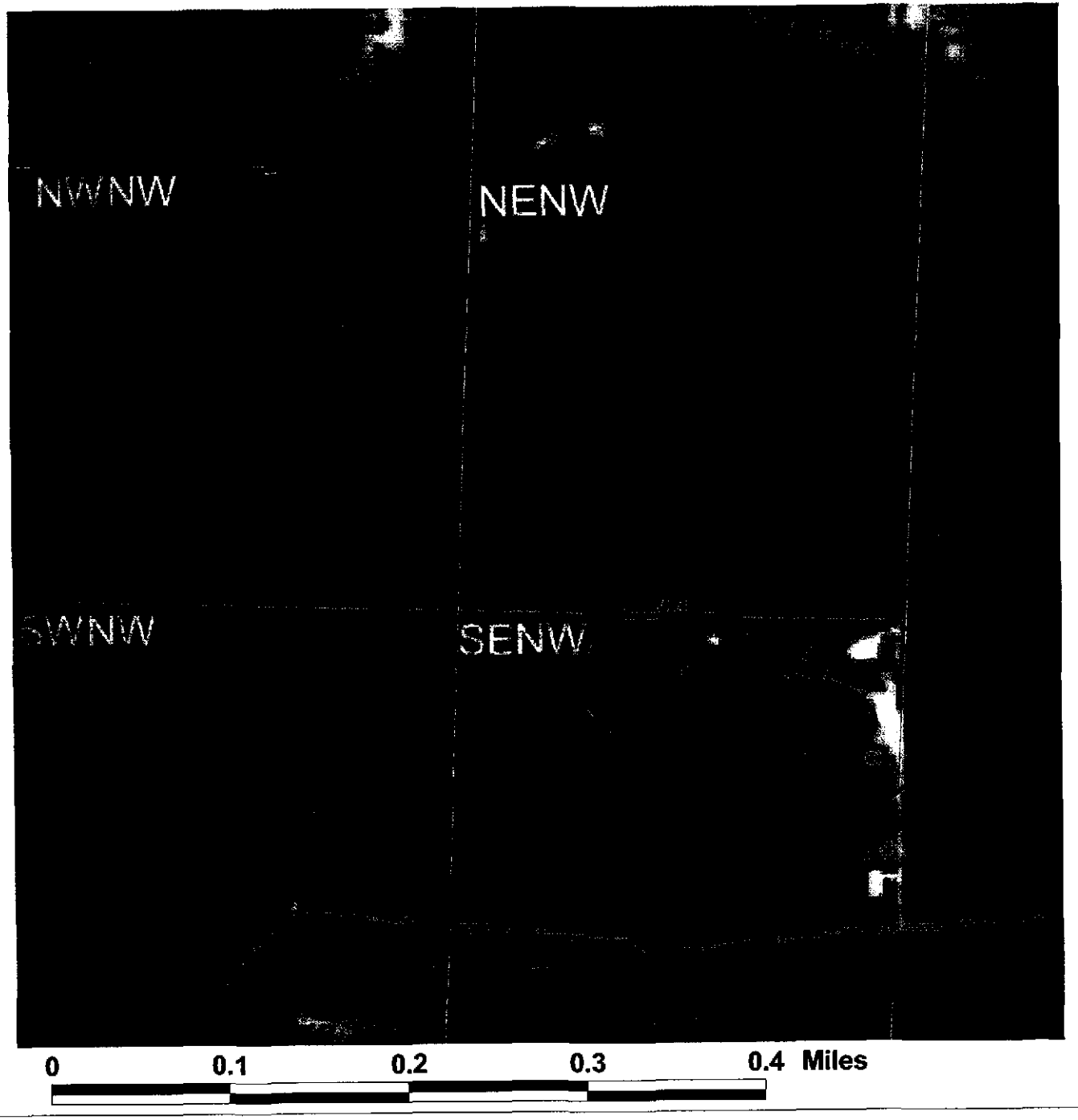
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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 - Beneficial Use

Stockwater use is for 250 range cattle and 150 horses.

Idaho Department of Water Resources



T04N, R01E, S17

Claim No: 63-16273
Prepared By: Kimberly Brown
Date: March 12, 2004

- Point of Diversion
- Place of Use
- Section Lines

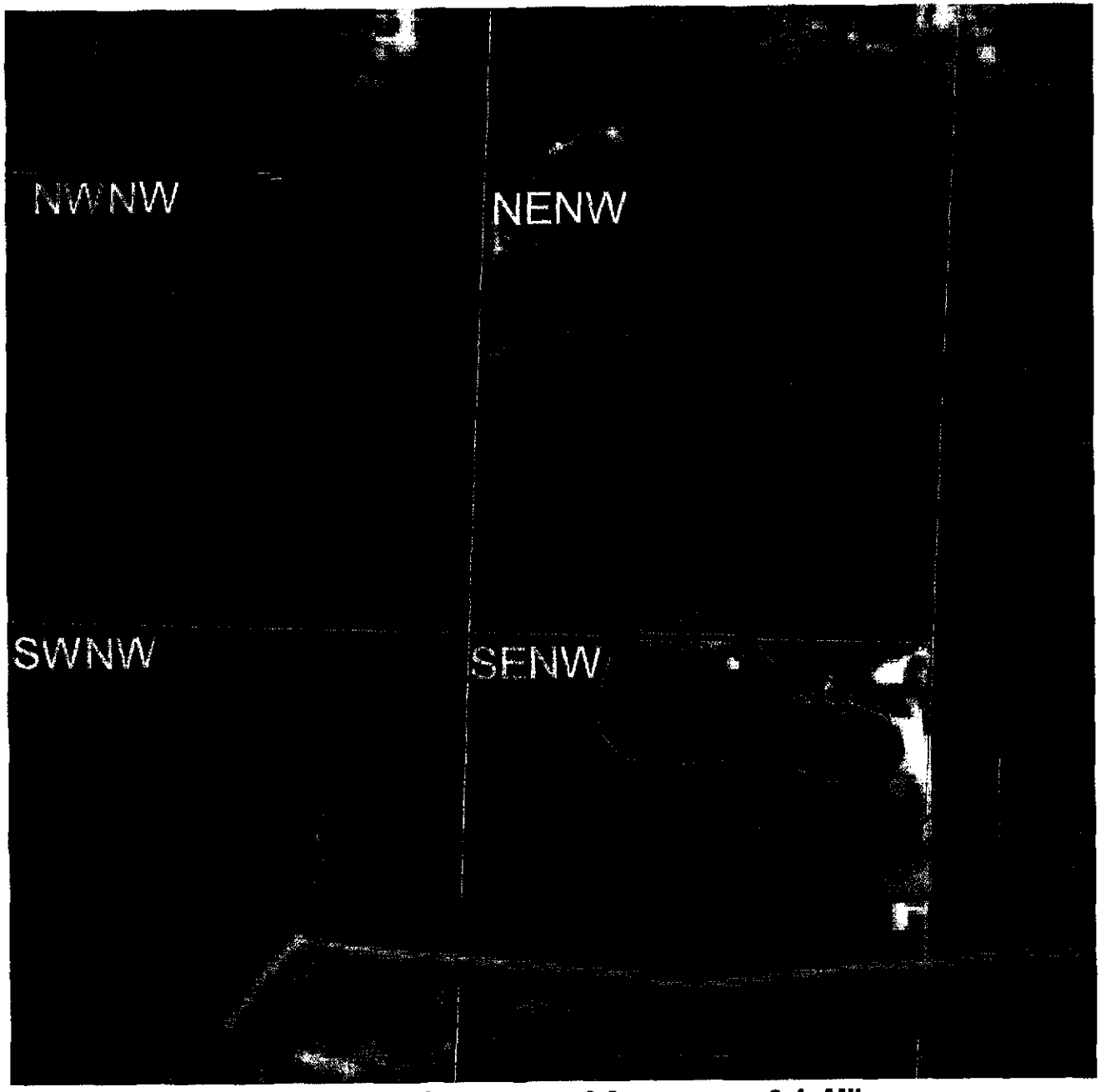
1/4 1/4

Acres Irrigated = 6.5

N
W E
S

1987 NAPP

Idaho Department of Water Resources



T04N, R01E, S17

Claim No: 63-16273
Prepared By: Kimberly Brown
Date: March 12, 2004

⊙ Point of Diversion

Place of Use

Section Lines

1/4 1/4

N
W E
S

1987 NAPP

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-16273

WATER RIGHT NUMBER: 63-16273 ✓

Owner Type	Name and Address
Current Owner	~~LEONARD C MACE~~ ✓ ~~800 MACE RD EAGLE, ID 83616 (208)939-6346~~ (deceased) 1997
Current Owner	MAXINE E MACE ✓ 800 MACE RD EAGLE, ID 83616 (208)939-6346

Priority Date: 12/31/1944 ✓

Basis: Beneficial Use ✓

Status: Active

Source: GROUND WATER ✓ Tributary

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION ✓	3/15 to 11/15 ✓	0.13 ~~0.140~~ CFS ✓	29.3 AF
STOCKWATER ✓	1/01 to 12/31 ✓	0.090 CFS ✓	5.4 AF
	Total Diversion:	~~0.230~~ CFS 0.22	~~34.7~~ AFA

Location of Point(s) of Diversion

GROUND WATER — SE1/4NW1/4 ✓ — Sec. 17, Twp 04N, Rge 01E, B.M. ✓

ADA County ✓ — Govt. Lot 3

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 17					.5			~~7.0~~ 6.0 ✓ L3									~~7.0~~ 6.5 ✓

Total Acres: ~~7~~ 6.5 ✓

STOCKWATER ✓

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 17								X ✓									

Conditions of Approval:

ADD S04 - Season of use is 3/1 to 11/15.

ADD X02 - Stockwater use is for 250 range cattle and 150 horses.

Eagle Island Water users

Parcel #s: S0517141807 & S0517122500.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-16273

Remarks:

Comments:

Dates and Other Information:

Claim Received Date: 7/11/1989
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal: S
Owner Name Connector: OR
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Field Exam Date 3·12·04
(in office)

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 $25.00 (Linda Werner made a mistake on filling out Original Notice of Claim (See page 2) and did not charge for 7 acres of irrigation. Supervisor, Jon Shute, said to recommend since it was our dept's fault.)
- ☐ Well logs (if needed) N/A
- ☑ Copy of topo or NAPP
- ☑ Check of Govt. Lots, if needed, Govt. Plat/Tax lot information Govt. Lot 3 in SENW
- ☑ 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) 63-16273

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

Current Address: 800 Mace Rd, Eagle 83616

- ☑ No change NAME IS THE SAME (Leonard Mace passed away in 1997)
- ☐ NEW OWNER _____
- ☑ No change Address
- ☐ NEW ADDRESS _____
- ☐ How long owned property? _____

Accompanied by: N/A

PRIORITY DATE

Son, Jerry Mace, submitted Affidavit on Nov. 7, 2003.

- ☑ 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: Dec. 31, 1944

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

_____

_____

Source: _____ **Tributary to** _____

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

POINT OF DIVERSION

- ☐ No change
- ☑ POD found is different than claimed: Government Lot 3 in SENW
- ☐ If different, when did POD change? _____

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
	3		SE	NW					

Description of diverting works

Artesian, 285' deep, pipeline to 3 stock tanks & flood irrigation.

OVERLAP REVIEW

Other water rights with the same point of diversion: None

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

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

- ☐ No change
- ☐ Different Uses

Use Irrigation From _____ To _____ Amount 0.13 CFS 29.3 AFA

Use Stockwater From _____ To _____ Amount _____ CFS 5.4 AFA

Use _____ From _____ To _____ Amount _____ CFS _____ AFA

TOTAL VOLUME – Groundwater only 6.5 AC x 4.5 af/acre = 29.25 AFA (V.)

0.13 cfs x 1.9835 x 246 = 63.4 AFA

- ☒ Incomplete on claim, the total is, Amount _____ CFS _____ AFA
- ☒ *Changes found, the new total is,* Amount 0.22 CFS 34.7 AFA
- ☐ More than 1" per Acre? Yes ____(claimant must complete excess flow sheet)

NON-IRRIGATION USES: Stockwater

- ☒ No change
- ☐ Changes Exam found: Domestic # of homes _____ Stock #_____

  Types_____ Additional comments:_____

PLACE OF USE:

- ☐ No Change
- ☒ Changes shown below: Government lot 3 in SENW

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	0E	17					.5			6									6.5
										L3									

Overlap with other water rights: 63-182 , 63-216A

Does overlap increase rate of flow, volume, additional acres, different source for same acres? Explain:
#63-182's source is from the Boise River → limit to 0.02cfs per acre. #63-216A from Boise River also - limit to 0.02cfs/acre.

Delivery System Narrative: Pipeline to stock tanks and flood irrigation from ditch.

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

FLOW MEASUREMENTS: See field exam conducted by Karan Waters, 12-9-03.

Attach appropriate documents

NARRATIVE/REMARKS/COMMENTS

From 1944 to 1989, the farm was predominantly cattle in summer and horses in winter. Since the Waggoners began farming in 1985, more and more of the land was turned to farm land. Today, this land is the site of a large fall festival. Well flow is at a peak in December (2003), but goes down in the summer since subdivisions have gone in over the last 5 years. Also, there are no longer horses and cattle associated with this right (2003). According to Gerry Mace.

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

Stockwater use is for 250 range cattle and 150 horses.

Parcels #: S0517141807 & S0517122500.

AFTER EXAM THE FILE SHOULD CONTAIN:

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

DATE EXAM CONDUCTED: 3-12-04 (in office)

FIELD EXAMINER: Kimberly Brown

April 7, 1975

OPERATIONS DIVISION
ADMINISTRATOR'S MEMORANDUM

TO: District Office
FROM: A. Kenneth Dunn
SUBJECT: Annual Use of Water for Stockwater Purposes

No. of Stock (head)	RANGE CATTLE Rate* c.f.s. (1	RANGE CATTLE Volume AF/yr. (1	DAIRY CATTLE Rate* c.f.s. (2	DAIRY CATTLE Volume AF/yr. (2
0 - 10	0.02	0.2	0.02	0.4
11 - 25	0.02	0.4	0.02	1.0
26 - 50	0.02	0.7	0.04	2.0
51 - 100	0.03	1.4	0.07	4.0
101 - 200	0.05	2.7	0.13	7.9
201 - 300	0.07	4.1	0.20	12.0
301 - 400	0.09	5.4	0.26	16.0
401 - 500	0.12	6.7	0.33	20.0
501 - 600	0.14	8.1	0.39	24.0
601 - 700	0.16	9.4	0.46	28.0
701 - 800	0.19	11.0	0.52	32.0
801 - 900	0.20	12.0	0.58	36.0
901 - 1000	0.23	14.0	0.65	40.0
1001 - up (3				

11
12,000 gpd
A
12,000 gpd

(1 The amounts shown are based on 12 gpd/head with a 12 month period of use. (i.e. for range cattle, horses and mules). The amount does not include a loss (i.e. thru conveyance, etc.)

2. The amounts shown are based on 35 gpd/head with a 12 month period of use. (i.e. for dairy cattle). The amount does not include a loss. (i.e. thru conveyance, etc.).

3. For annual use calculations which involve more than 1000 head, round the number of head up to the next even one hundred, and

Volume

a) for livestock use @ 12 gpd/hd, N (0.0134).

b) for dairy use @ 35 gpd/hd, N (0.0391).

Rate

a) for livestock use @ 12 gpd/hd, N (0.00022).

b) for dairy use @ 35 gpd/hd, N (0.00065).

The answer should be rounded up to the nearest whole acre-foot.

*The rate is based upon approx. 2 hr/day diversion to obtain daily requirement.

A. Kenneth Dunn

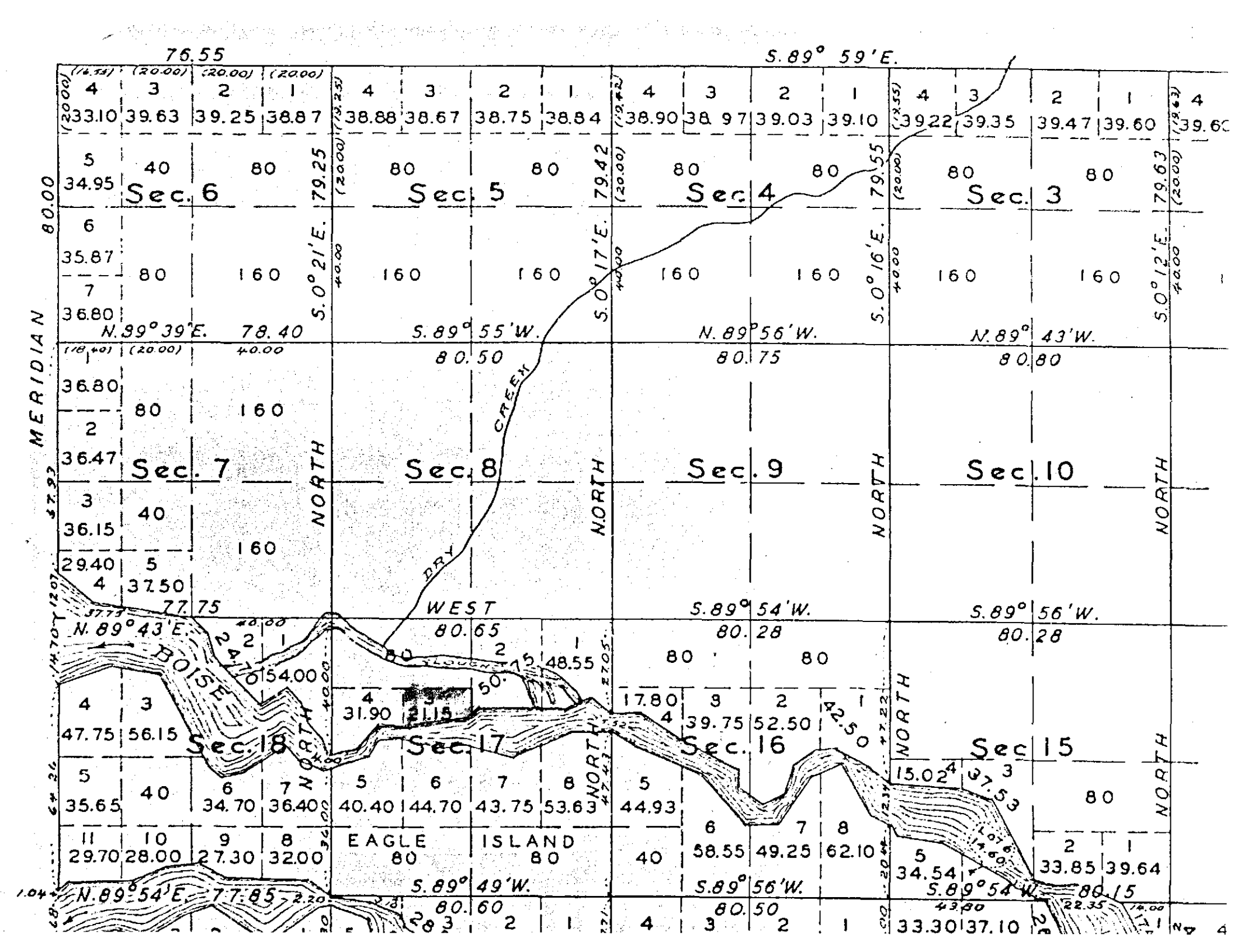
ReceiptID	Amount	BasinNumber	SequenceNum	SplitSuffix	Type
W003560	25.00	63	16274		Claim
W003560	25.00	63	16273		Claim
W003560	25.00	63	16272		Claim
W003560	182.00	63	182		Claim
W003560	94.00	63	216	A	Claim

D#S

D#S

30AC
Sec. 17 Irr - 132 AC Boise R

Irr. 43.3AC
none in EKIW


75.55
S. 89° 59' E.
Sec. 6
Sec. 5
Sec. 4
Sec. 3
Sec. 7
Sec. 8
Sec. 9
Sec. 10
Sec. 18
Sec. 17
Sec. 16
Sec. 15
MERIDIAN
NORTH
WEST
N. 89° 39' E.
78.40
S. 89° 55' W.
80.50
N. 89° 56' W.
80.75
N. 89° 43' W.
80.80
S. 0° 21' E.
S. 0° 17' E.
S. 0° 16' E.
S. 0° 12' E.
DRY CREEK
BOISE
EAGLE ISLAND
N. 89° 43' E.
77.75
S. 89° 54' W.
80.65
S. 89° 54' W.
80.28
S. 89° 56' W.
80.28
N. 89° 54' E.
77.85
S. 89° 49' W.
80.60
S. 89° 56' W.
80.50
S. 89° 54' W.
80.15

Karan Waters, Contractor

Kimberly B.'s claim

63-16273 Mace

Please let Maxine know that I received an affidavit from Jerry Mace regarding evidence of her priority date, so that is taken care of!

Please verify:

source artesian well

purpose of use – especially stockwater for 150 horses & 250 HD. cattle in 1987.

& 7 ACRES of irrigation

systems diversion capacity – .23 cfs (versus Intrepid's findings – sheet attached)

point of diversion – G.P.S. position

place of use – check attached 1987 NAPP photo/map Wiggins farming since 1985

Ask claimant if any irrigation district water is used to supplement irrigation

Eagle Island Water Users

3.11.04

After Karan Waters contract was terminated, we did not receive any data back from her from field exams conducted after 12.03.03. Therefore, we don't have the GPS information or the photographs acquired on this exam conducted on 12.09.03. -KLB

fx - 12-9-03

GPS 030 674 ditch into irrigated field

675 7 ac. lot which is flood irrigated from ditch

676 ditch beside barn that goes to field – 677 - POD well

bucket Sed. + 7 sec.

OVER

from 1944 to 1989 the farm was predominatly cattle in summer horses in winter! Since Waggoner came more + more of the land is turned into farm land now is site of large fall festival will flow is at peak right now but goes down in Summer since subdevision have gone on the last 5 years.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-16273

WATER RIGHT NUMBER: 63-16273

Owner Type	Name and Address
~~Current Owner~~	~~LEONARD C MACE~~ (deceased) ~~800 MACE RD~~ ~~EAGLE, ID 836~~16 ~~(208)939-634~~6
Current Owner	MAXINE E MACE 800 MACE RD EAGLE, ID 83616 (208)939-6346

Please call Maxine to schedule FX.

Priority Date: 12/31/1944

Basis: Beneficial Use

Status: Active

Source: GROUND WATER

Tributary:

Beneficial Use	From	To	Diversion Rate	Annual Volume
IRRIGATION	3/15	11/15	0.140 CFS	
STOCKWATER	1/01	12/31	0.090 CFS	
		Total Diversion:	0.230 CFS	

Location of Point(s) of Diversion

GROUND WATER SE1/4NW1/4 Sec. 17, 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 17								7.0									7.0

Total Acres: 7

STOCKWATER

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 17								X									

Conditions of Approval:

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: **A63-16273**
Date Received: 7/11/1989
Receipt No: W003560
Received By: LW

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: DEC 31, 1944

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
04N	01E	17	SE NW		ADA

5. Description of diverting works:
ARTESIAN, 285' DEEP, PIPELINE TO 3 STK. TANKS, FLOOD IRR.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S (or)	A.F.A.
IRRIGATION	03/15	11/15	0.140	
STOCKWATER	01/01	12/31	0.090	

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
S/250 HD CATTLE, 150 HORSES

MICROFILMED
AUG 25 1992

10. Place of Use:

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
04N	01E	17	SE	NW		IRR	7.0
			SE	NW		STOCK	

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:

15. Basis of Claim: BENEFICIAL USE

MICROFILMED
AUG 25 1992

IDAHO DEPARTMENT OF WATER RESOURCES

SNAKE RIVER BASIN ADJUDICATION - BASIN 63

RIGHT ID	63 16273
POD ID	166345
Quad	Eagle 2
Claim Type	Large
Easting	309513
Northing	290141
GPSID	A009254

Diversion Description

ARTESIAN, 285' DEEP, PIPELINE TO 3 STK. TANKS, FLOOD IRR. Located at 800 Mace Rd.

POD

Assumptions

Elevation head.

Invoice # 2000-055-01

- Phase-0 (No Attention)
- Phase-I (Ready to Go to Field)
- Phase-II (Site Visit - Data Missin
- Phase-III (Complete w/issues)
- Phase-IV (Total Complete)

Linked Photos a Photos\166345a.JPG

EPE (ft)	Date (M/D/Y)	Time	Flow Rate (CFS)
18 LH	11/26/01	15.25	0.06

Open Channel Flow

☐ Complete one box from both Area and Calculation sections

Cross Sectional Area

☐ **Circular Channel**
- ☐ Less than half full
- ☐ Half full
- ☐ More than half ful
- ☐ Full

Diameter 0

Depth 0

☐ **Rectangular Channel**

Width 0

Depth 0

Flow Calculation

☐ **Continuity** Velocity 0

☐ **Orifice**

(Use only for head over a pipe flowing full with free discharge)

Depth of Water above orifice centerline 0

☐ **Weir**

(Use only for water flowing freely over weir)

Height of water above nappe 0

Width of weir 0

☐ **Manning** (If used, include photo of representative channel section

Channel Slope

Channel Description

Concrete lined	.016
Smooth earth	.025
Earth	.033
Rough bed, weeds on sides	.04
Smooth natural stream	.033
Rough natural stream	.1

Pumped System ☑

correct?

HP	1.5
Pressure Head (psi)	53
Elevation Head (ft)	30
Motor Mfg	
Motor Serial #	
Pump Type	
Pump Mfg	
Pump Serial#	

New Contact Information ☐

New Contact Comments

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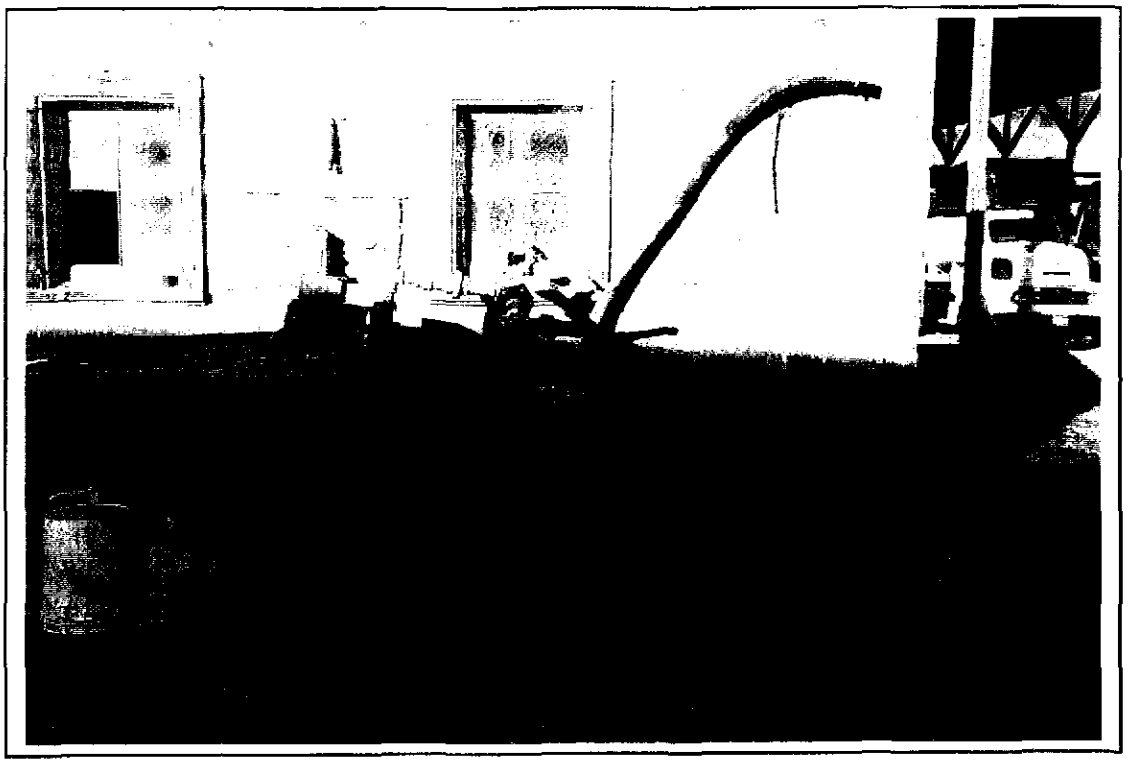
INTREPID Engineering Services, Inc. (IES) Enabling People and Solutions

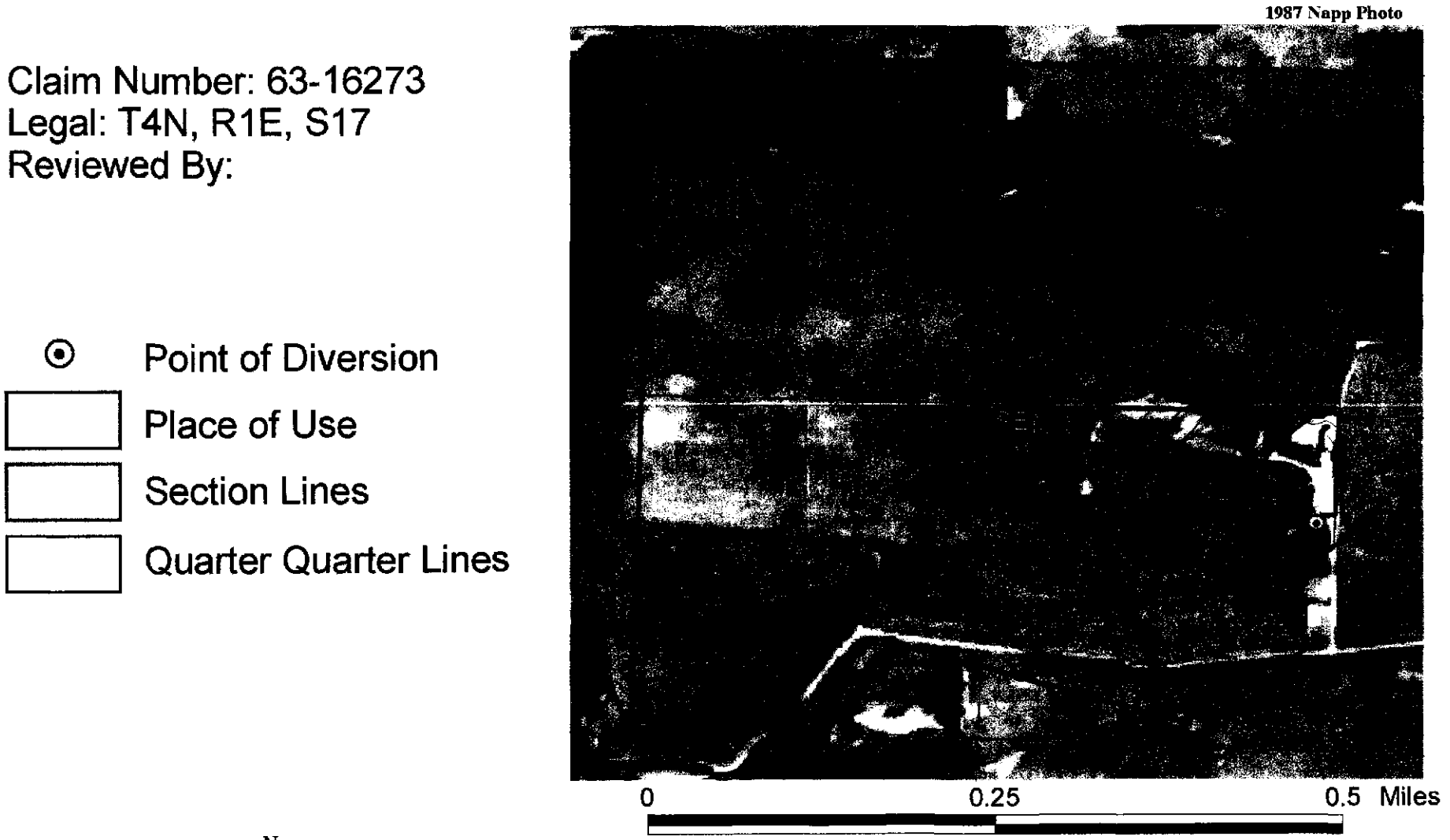
RIGHT ID 63 16273

MAC

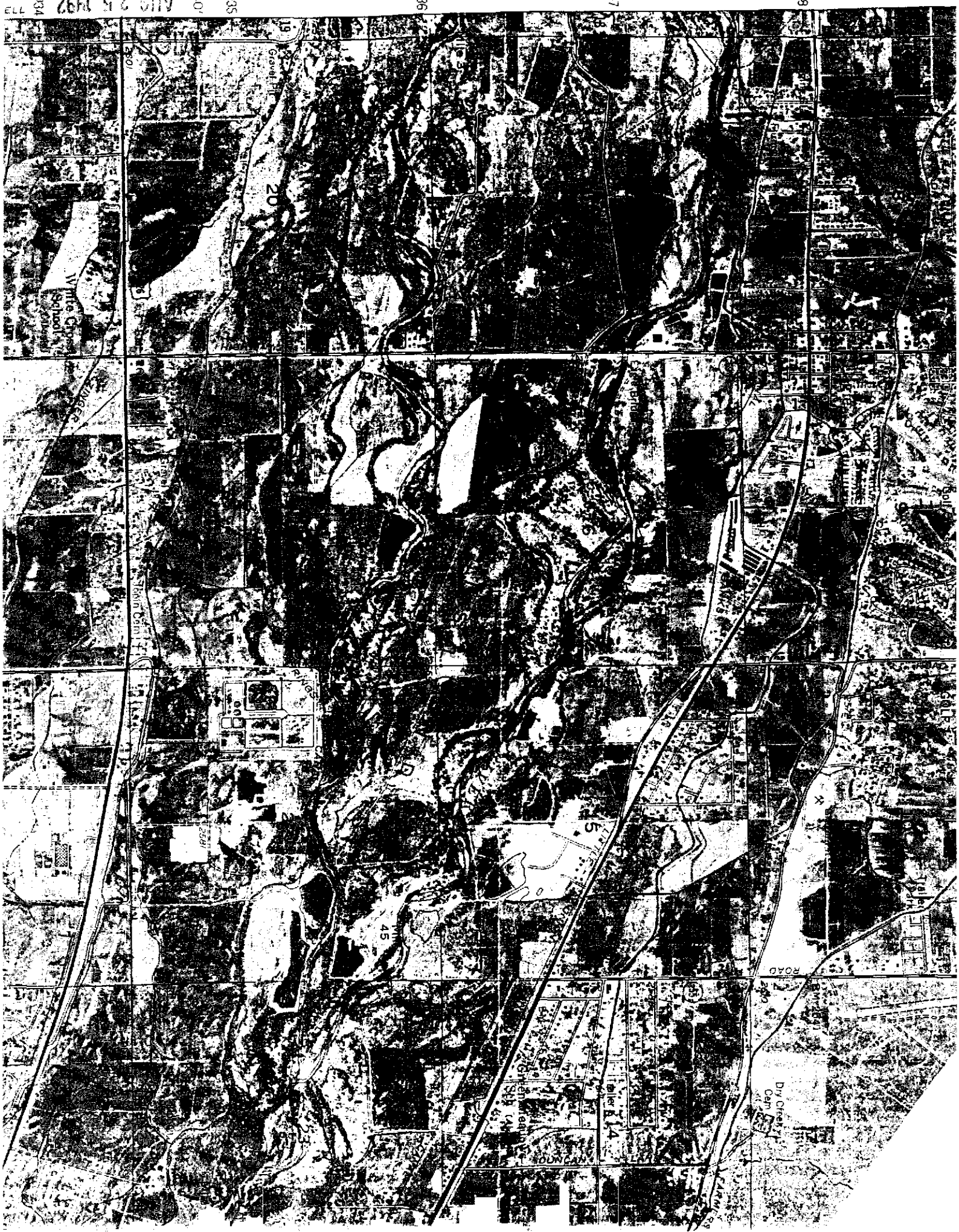


Idaho Department of Water Resources

Claim Number: 63-16273
Legal: T4N, R1E, S17
Reviewed By:



T 4N, R1E, Sec. 17 .. AG3-16213



November 3, 2003

Kimberly L. Brown
Water Resource Agent
Adjudication Bureau
2735 Airport Way
Boise, ID 83705

RECEIVED
NOV 07 2003
WATER RESOURCES
WESTERN REGION

RE: Water rights of Mace Property
ID Number: A63-16273
A well located on the following Mace Property located in Ada County:

Township	Range	Section	¼ of ¼	of	¼
04N	01E	17	SE		NW

Dear Ms. Brown:

Pursuant to our recent telephone conversation I am putting in writing what I told you on the phone: that the above well was drilled in the early fall of 1944. I assume it was late September or early October because I remember my brother and I coming home from school all excited about the project and the weather was still nice. I was 12 years old. (I lived on the above-described property from the time I was born through all my childhood years until I went into the U.S. Army in 1953. My step-mother, Maxine Mace, resides there still.)

Unfortunately, my dad, Leonard C. Mace, died November 6, 1997 or he could give any further information you may need. Chester Kinsey drilled that well but he passed away years ago. The water from that well was used initially for our dairy farm as well as the irrigation of approximately seven acres on the farm and to water stock. In the 1940s and 1950s we used the water to keep the milk cold and to clean the barn as well as for irrigation and watering the stock. (I worked for Dad after my days in college and the army.) However, by the 1960s Dad had sold the milk cows and used the water exclusively for irrigation and to water cattle and horses. Today we lease the farm lands and the lessee uses the water for irrigation and to water stock.

I hope this information helps. We appreciate your assistance. This farm and everything that pertains to it is very special to our family.

Sincerely,

Jerry L. Mace

Jerry L. Mace

Jerry Marr (Son)
PO Box 185
Marcus, Wa.
99151
#(509) 684-0619

SPOKANE WA 266
PM
5 NOV
2003

Kimberly L. Brown
Water Resource Agent
Adjudication Bureau
2735 Airport Way
Boise, Id
83705

Important Message

Time: 1:25 Date: 10-27-03

For: Kimberly

From: Jerry Mace, son of claimants

Telephone: 509-684-0619

- ☐ Telephoned
- ☐ Please call
- ☐ Wants to see you
- ☐ Will call again
- ☑ ~~Returned your call~~
- ☐ URGENT
- ☐ Was here to see you

Message: 63-16273

Taken by: AT

Post-it® 7679-4 ©3M 2002

IMPORTANT MESSAGE

FOR Kimberly

DATE 10-27 TIME 11:30 A.M. P.M.

WHILE YOU WERE OUT

M Jerry Moore

OF

PHONE NO. #509-684-0619

TELEPHONED		PLEASE CALL	✓
CALLED TO SEE YOU		WILL CALL AGAIN	
WANTS TO SEE YOU		URGENT	

RETURNED YOUR CALL

MESSAGE Re: 63-16273

LMOM @ 1:25 pm

SIGNED

✓HighMark P3-A2334 MADE IN USA

State of Idaho
DEPARTMENT OF WATER RESOURCES
Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

September 4, 2003

LEONARD & MAXINE MACE
800 MACE RD.
EAGLE, ID 83616

RE: EVIDENCE OF PRIORITY
Snake River Basin Claim No(s): A63-16273

Dear Claimant(s),

In the past, you submitted the above referenced claim(s) during the Snake River Basin Adjudication (SRBA) claims taking. Enclosed is a computer generated print-out of the claim(s) for your reference only, it is not necessary to return this print-out or re-file it. You indicated, when this claim was filed, that the water right(s) was based on either a "Statutory Claim" or "Beneficial Use" of the water. Water rights of this type are established by historical use of the water for a beneficial use purpose, dating back to the time the water was first used; this date being the "Priority Date" as shown on the enclosed print-out. Your claim(s) has not been confirmed by a previous filing with the Department of Water Resources since there is no decree, license, or permit on file to verify the use of this water. For this reason, the Department is required to gather evidence from claimants supporting the date of priority for claims based on historical beneficial use of water.

Enclosed is a pamphlet entitled "Evidence of Priority" which describes why evidence of the priority date is necessary, along with examples of types of evidence that can be submitted to fulfill this requirement. While I encourage you to read the entire pamphlet, I direct your attention to the two sections entitled **"What Kind of Evidence is Required"** and **"Some Examples of Documents Which May Be Evidence of the Priority Date."**

It is important that each element of the Notice of Claim be substantiated. For instance, regarding claims for irrigation, the evidence should tend to show that diversion works were in place, that they were capable of diverting the claimed diversion rate, and that the diverted water was beneficially used on the entire claimed place of use on or before the claimed priority date.

If no evidence is submitted, or we do not hear from you within the time limit below, your priority date, as claimed, may not be recommended to the SRBA court for decree. This could jeopardize your water use under this right(s) if water availability problems arise in the future. Since it is our goal to decree the historical water rights within the Snake River Basin as accurately as possible, field exams are now being conducted by Department water resource agents to verify claims in this area.

The required evidence supporting the priority date(s) requested needs to be submitted by October 2, 2003. Please let me know if you may not be able to submit proof of priority or have any questions not covered by this letter and the enclosed pamphlet, by the date indicated above.

State of Idaho
DEPARTMENT OF WATER RESOURCES
Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

In addition, we will be contacting you within the next few weeks to schedule a field exam.

Respectfully Submitted,

Kimberly L. Brown

Kimberly L. Brown
Water Resource Agent
Adjudication Bureau

Enclosure: "Evidence of Priority" pamphlet
Notice of Claim A63-16273

NOTE: If you no longer own the property upon which this claim was filed, please contact this office immediately. Idaho State law requires that the Department be notified of a change of owner or address on a water right.

IDAHO DEPARTMENT OF WATER RESOURCES

SNAKE RIVER BASIN ADJUDICATION - BASIN 63

RIGHT ID	63 16273
POD ID	166345
Quad	Eagle 2
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Invoice # 2000-055-01

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Linked Photos a Photos\166345a.JPG

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☐ Complete one box from both Area and Calculation sections

Cross Sectional Area

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- ☐ More than half ful
- ☐ Full

Diameter: 0
Depth: 0

☐ **Rectangular Channel**

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Depth: 0

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☐ **Continuity** Velocity: 0

☐ **Orifice**

(Use only for head over a pipe flowing full with free discharge)

Depth of Water above orifice centerline: 0

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Pressure Head (psi)	53
Elevation Head (ft)	30
Motor Mfg	
Motor Serial #	
Pump Type	
Pump Mfg	
Pump Serial#	

New Contact Information ☐

New Contact Comments

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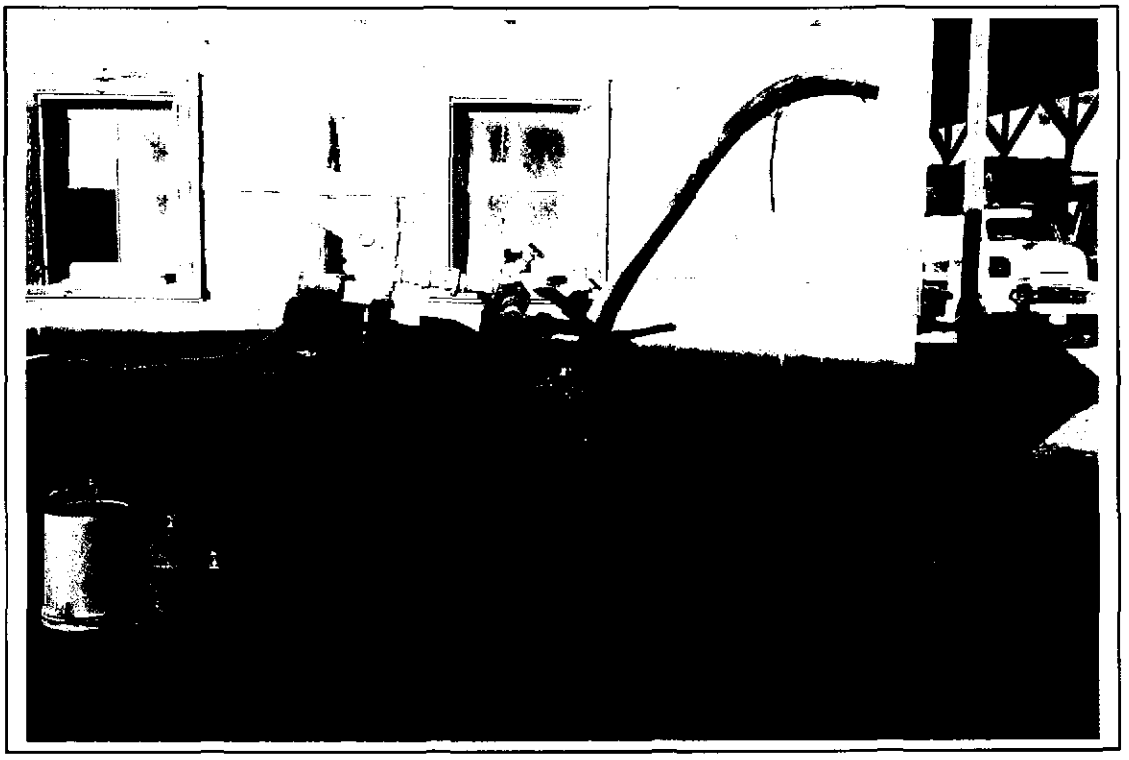
INTREPID Engineering Services, Inc. (IES) Enabling People and Solutions

RIGHT ID 63 16273

MACE



State of Idaho
DEPARTMENT OF WATER RESOURCES
Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

November 9, 2001

RE: Investigation of Water Right Claims in the Snake River Basin Adjudication, Basin 63

Dear Claimant:

As you may be aware, the Idaho Department of Water Resources (IDWR) is commencing its Snake River Basin Adjudication (SRBA) investigation of water rights in the Boise River Basin (Basin 63). This investigation is a major effort, and IDWR has hired a contractor, Intrepid Engineering Services, to assist us with this task.

The purpose of this letter is to advise you that Intrepid might be contacting you to conduct a field investigation of your water use. This investigation is meant to provide important information to the IDWR Senior Water Resource Agent who will be making a recommendation for your water rights. Accordingly, we request that you provide Intrepid with access to your water diversion system so that their personnel can conduct this field examination. Intrepid will be gathering information on the rate of flow, diversion location and place of use of your water rights, and will be reporting this information to IDWR.

If you have sold your property in the Boise River Basin, we request that you forward this letter to the purchaser, so that the purchaser can report the new name and address to our office. If you are unable to forward this letter, please send any information regarding a new owner to our Western Regional Office located at 2735 Airport Way, Boise, 83705, (208) 334-2190.

The process of adjudicating your water rights is straightforward for most people, resulting in the issuance of decreed water rights on your property. Experience has shown that water users who work with our agency early in the process to ensure that their recordings are correct have a better experience than those who wait until IDWR has filed its findings with the SRBA Court. Thus, we encourage you to work with our staff and with Intrepid to ensure that the results accurately reflect your water uses.

Sincerely,

Jan Shurte
Adjudication Section Supervisor
Western Regional Office