

Should questions arise during the processing of this application please contact:
David Shaw - ERO Resources Corp. (208) 373-7983

RECEIVED

JAN 04 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
<u>63-4232</u>	<u>A63-4232</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
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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) Stanelle Murphy, 10709 Hiway 55, Boise, ID 83703
Mike Murphy, 10711 Hiway 55, Boise, ID 83703
4. New Owner/Claimant(s) Hillview Development Corporation
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 150 E. Aikens, Suite A
- City, State and ZIP Code Eagle, ID 83616
- New Telephone Number (208) 939-2730
5. Date you acquired the property August 13, 2004

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	_____	_____

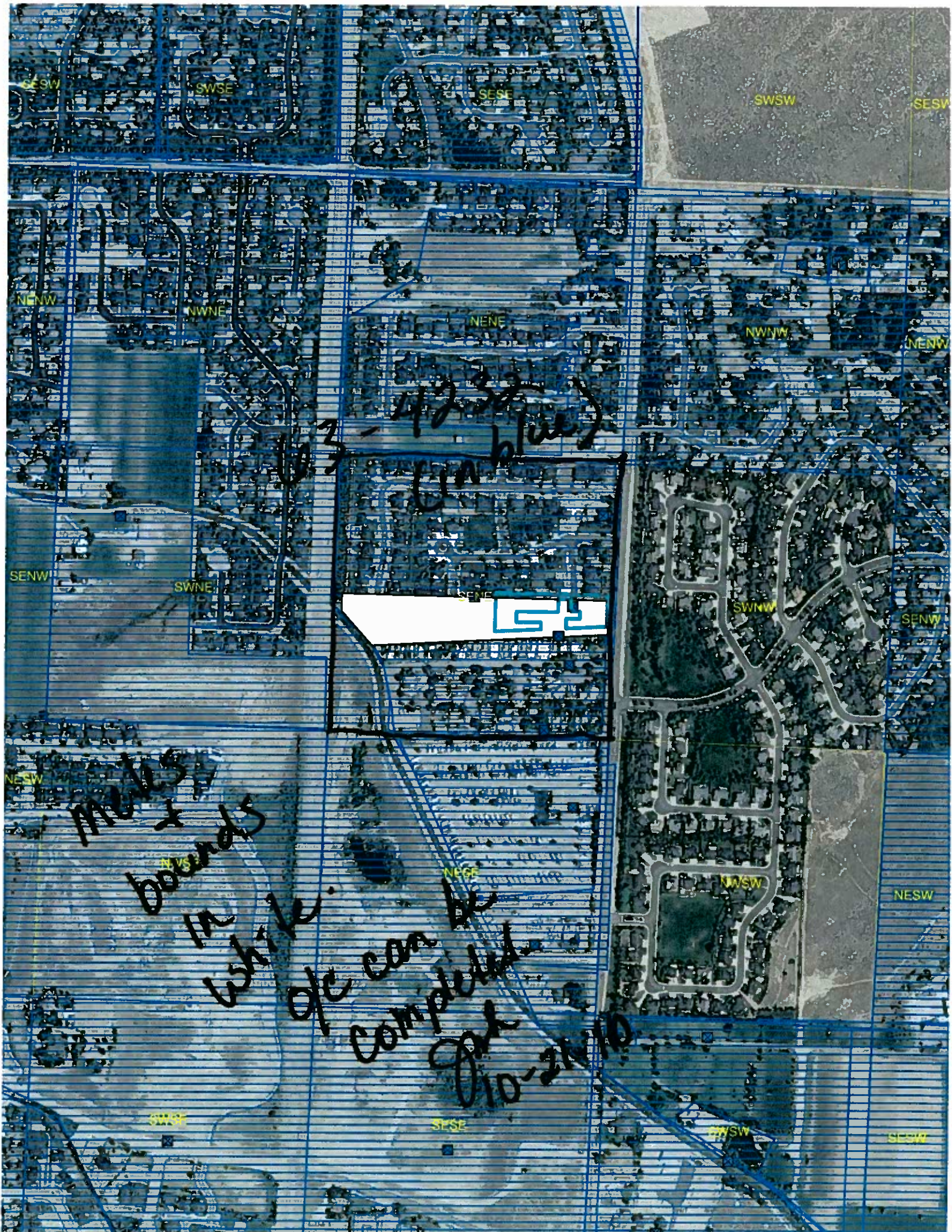
7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

JAN PUES HD C

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 _____ Date _____ Fee N/A
 Receipted by _____ Date _____ Receipt No. _____
 Processed by JAD AJ Date 11-5-10 WR _____ Date _____



4232
blue
in blue

Marks
+
bounds
in
white.
gic can be
completed
Jan
10-21-10



A Pioneer Company

PIONEER TITLE COMPANY

OF ADA COUNTY

8151 W. Rifleman Ave. / Boise, Idaho 83704

(208) 377-2700

ADA COUNTY RECORDER J. DAVID NAVARRO

BOISE IDAHO 08/16/04 04:24 PM

DEPUTY NEAVA HANEY

RECORDED - REQUEST OF

Pioneer

AMOUNT 6.00



104105269

2

2

63.4232

240527

"A"

WARRANTY DEED

For Value Received

Dan Fry and Shauna Fry, Husband and Wife

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto **WHO ACQUIRED TITLE AS DAN FRY AND SHAWNA FRY, HUSBAND AND WIFE**

Hillview Development Corporation, an Idaho corporation

hereinafter referred to as Grantee, whose current address is 150 E. Aikens Suite A, Eagle, Idaho 83616
the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

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

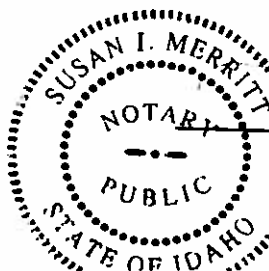
Dated: August 13, 2004

Shauna Fry

Dan Fry

STATE OF Idaho. County of Ada, ss.

On this 13 day of August, in the year of 2004, before me the undersigned, notary public personally appeared Dan Fry and Shauna Fry known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Susan J. Merritt
Notary Public of Idaho
Residing at Caldwell
Commission expires: May 5, 2005

EXHIBIT A

Commencing at a brass cap over an iron pin marking the section corner common to Sections 2, 3, 10, and 11, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, which brass cap and iron pin lies 33.07 feet Easterly from a U.S.G.L.O. Witness Corner iron pipe with brass cap, and also lies 40.20 feet Easterly from a Highway Department brass cap on a concrete post marked P.C. Sta 88+81 (40); thence

On a bearing of South, 1,963.34 feet along the East boundary line of Section 10, which is also along the approximate centerline of Idaho State Highway 55, to a point; thence North 89 degrees 54'00" West to an iron pipe on the Westerly boundary line of Highway 55, which is the REAL POINT OF BEGINNING; thence continuing North 89 degrees 54'00" West, 1,276.96 feet along an existing recognized property fence line to an iron pin at a fence intersection; thence South 00 degree 25'50" East, 85.03 feet along an existing recognized property fence line to an iron pin on the Northeasterly bank of the Farmers Union Canal; thence South 43 degrees 03'00" East, 216.78 feet along the Northeasterly bank of the Farmers Union Canal, to an iron pin; thence North 85 degrees 51'00" East, 1,131.30 feet along an existing recognized property line fence as described in a Boundary Agreement dated November 1970, to an iron pin on the Westerly boundary line of State Highway 55; thence North 159.34 feet along the Westerly boundary line of State Highway 55 to the REAL POINT OF BEGINNING.

EXCEPT ditch and road rights of way.

AND FURTHER EXCEPTING any portion of the above described parcel lying within the following:

That part of the South half of the South half of the North half of the Southeast quarter of the Northeast quarter of Section 10, Township 4 North, Range 1 East of the Boise Meridian, Ada County, Idaho lying East of the Farmers Union Canal.

The Grantees herein have read and approved the following: _____

Title File No.: T98-52783 7413

WARRANTY DEED

FOR VALUE RECEIVED

STANELLE L. MURPHY, a Married Woman as Her Sole and Separate Property

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto: DAN ¹⁴ FRY AND SHAWNA FRY, husband and wife

GRANTEES(s), whose current address is: 10711 N. Horseshoe Bend Road , Boise, ID 83703
the following described real property in Ada County, State of Idaho,
more particularly described as follows, to wit:

SEE EXHIBIT "A" ATTACHED
(Continued)

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1998 JUL 16 PM 3:59

RECORDED - REQUEST OF

FEE 600 DEPUTY [Signature]

98068365

TRANSACTION TITLE & ESCROW

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: July 15, 1998

[Signature]
Stanelle L. Murphy

STATE OF Idaho , County of Ada , ss.

On this 15th day of July in the year of 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Stanelle L. Murphy

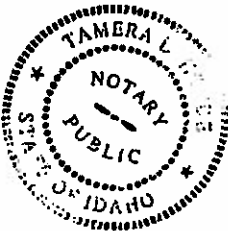
known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that She executed the same

Signature: Tamera L. Hovde

Name: Tamera L. Hovde

Residing at: Eagle, Id

My commission expires: 11/28/03



Transnation Title & Escrow, Inc.

EXHIBIT "A"

Commencing at a brass cap over an iron pin marking the section corner common to Sections 2, 3, 10 and 11, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, which brass cap and iron pin lies 33.07 feet Easterly from a U.S.G.L.O. Witness Corner iron pipe with brass cap, and also lies 40.20 feet Easterly from a Highway Department brass cap on a concrete post marked P.C. Sta 88+81 (40); thence on a bearing of South, 1,963.34 feet along the East boundary line of Section 10, which is also along the approximate centerline of Idaho State Highway 55, to a point; thence North 89°54'00" West to an iron pipe on the Westerly boundary line of Highway 55, which is the REAL POINT OF BEGINNING; thence continuing North 89°54'00" West, 1,276.96 feet along an existing recognized property fence line to an iron pin at a fence intersection; thence South 00°25'50" East, 85.03 feet along an existing recognized property fence line to an iron pin on the Northeasterly bank of the Farmers Union Canal; thence South 43°03'00" East, 216.78 feet along the Northeasterly bank of the Farmers Union Canal, to an iron pin; thence North 85°51'00" East, 1,131.30 feet along an existing recognized property line fence as described in a Boundary Agreement dated November, 1970, to an iron pin on the Westerly boundary line of State Highway 55; thence North 159.34 feet along the Westerly boundary line of State Highway 55 to the REAL POINT OF BEGINNING.

EXCEPT ditch and road rights of way.

AND FURTHER EXCEPTING any portion of the above described parcel lying within the following:

That part of the South half of the South half of the North half of the Southeast quarter of the Northeast quarter of Section 10, Township 4 North, Range 1 East of the Boise Meridian, Ada County, Idaho lying East of the Farmers Union Canal.

File No.: T98-52783 TH13

QUITCLAIM DEED

FOR VALUE RECEIVED

MIKE MURPHY, husband of Stanelle L. Murphy

do hereby convey, release, remise and forever quit claim unto

STANELLE L. MURPHY, a Married Woman as Her Sole and Separate Property

whose current address is: 10711 N. Horseshoe Bend Road Boise, ID 83703
the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED
(Continued)

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1998 JUL 16 PM 3:59

RECORDED - REQUEST OF

FEE 6.00 DEPUTY [Signature]

98068364

TRANSACTION TITLE & ESCROW

Dated: July 15, 1998

[Signature]
Mike Murphy

STATE OF Idaho , County of Ada , ss.

On this 15th day of July In the year of
1998, before me, the undersigned, a Notary Public in and
for said State, personally appeared
Mike Murphy

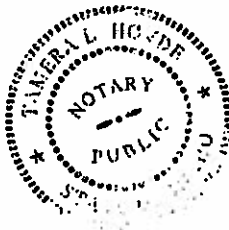
known or identified to me to be the person whose name
is subscribed to the within instrument, and acknowledged
to me that He executed the same

Signature: Tamera L. Hovde

Name: Tamera L. Hovde

Residing at: Eagle, Id

My commission expires: 11/29/03



Transnation Title & Escrow, Inc.

EXHIBIT "A"

Commencing at a brass cap over an iron pin marking the section corner common to Sections 2, 3, 10 and 11, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, which brass cap and iron pin lies 33.07 feet Easterly from a U.S.G.L.O. Witness Corner iron pipe with brass cap, and also lies 40.20 feet Easterly from a Highway Department brass cap on a concrete post marked P.C. Sta 88+81 (40); thence on a bearing of South, 1,963.34 feet along the East boundary line of Section 10, which is also along the approximate centerline of Idaho State Highway 55, to a point; thence North 89°54'00" West to an iron pipe on the Westerly boundary line of Highway 55, which is the REAL POINT OF BEGINNING; thence continuing North 89°54'00" West, 1,276.96 feet along an existing recognized property fence line to an iron pin at a fence intersection; thence South 00°25'50" East, 85.03 feet along an existing recognized property fence line to an iron pin on the Northeasterly bank of the Farmers Union Canal; thence South 43°03'00" East, 216.78 feet along the Northeasterly bank of the Farmers Union Canal, to an iron pin; thence North 85°51'00" East, 1,131.30 feet along an existing recognized property line fence as described in a Boundary Agreement dated November, 1970, to an iron pin on the Westerly boundary line of State Highway 55; thence North 159.34 feet along the Westerly boundary line of State Highway 55 to the REAL POINT OF BEGINNING.

EXCEPT ditch and road rights of way.

AND FURTHER EXCEPTING any portion of the above described parcel lying within the following:

That part of the South half of the South half of the North half of the Southeast quarter of the Northeast quarter of Section 10, Township 4 North, Range 1 East of the Boise Meridian, Ada County, Idaho lying East of the Farmers Union Canal.

FLOATING FEATHER

POD
63-2834

HWY 55

HORSE SHOE BEND RD

Weber

Fivecoats

Reynolds

Smith

Molenaar

POD
63-3177

Ferguson

Rentfro

Fry

N

INST. NO. 547646

BOOK 23 PAGE 513

TRUST AGREEMENT

THIS TRUST AGREEMENT Entered into by and between the owners of seven different tracts of land, consisting of approximately five acres to each tract, said tracts being herein designated as Tract I to Tract VII, inclusive, the owners who are the parties hereto, described as follows:

TRACT I - NED C. WRYMOUTH and BARBARA R. WRYMOUTH, husband and wife:

From the section corner common to Sections Two, Three, Ten and Eleven, Township Four North, Range One East of the Boise Meridian, running thence South on the section line fifty feet; thence West ninety feet; thence North fifty feet to the section line; thence West along the section line 360 feet to a point; thence South 8°0' West 236.8 feet to a point; thence East 882.9 feet to a point on the section line; thence North 233.8 feet to the point of beginning, containing 5.10 acres more or less.

TRACT II - NED C. WRYMOUTH and BARBARA R. WRYMOUTH, husband and wife:

From the section corner common to Sections Two, Three, Ten and Eleven, Township Four North, Range One East of the Boise Meridian, running thence South on the section line 233.8 feet to the real point of beginning; thence West 882.9 feet to a point; thence South 8°0' West 230.1 feet to a point; thence East 1013.5 feet to a point on the section line; thence North 218 feet to the real point of beginning, containing five acres, more or less.

TRACT III - GEORGE T. TINSLEY and DOROTHY JEAN TINSLEY, husband and wife:

From the section corner common to Sections Two, Three, Ten and Eleven, Township Four North, Range One East of the Boise Meridian, running thence South on the section line 451.8 feet to the real point of beginning; thence West 1013.5 feet to a point; thence South 8°0' West 51.4 feet to a point marked by an iron pin; thence South 89°45' West 288.1 feet to a point marked by an iron pin; thence East 1268 feet to a point on the section line; thence

TRACT V - EARL E. GOODMAN and VELMA E. GOODMAN,

From the section corner common to Sections Two, Three, Ten and Eleven, Township Four North, Range One East of the Boise Meridian, running thence South along the section line 812.8 feet to the real point of beginning; thence West 1329.4 feet to a point marked by an iron pin; thence South 165 feet to a point marked by an iron pin; thence East 1329.4 feet to a point on the section line; thence North 165 feet to the real point of beginning.

TRACT VI - WILLIAM M. GORNIK and DOROTHY M. GORNIK, husband and wife.

From the section corner common to Sections Two, Three, Ten and Eleven, Township Four North, Range One East of the Boise Meridian, running thence South along the section line 812.8 feet to the real point of beginning; thence West 1329.4 feet to a point marked by an iron pin; thence South 165 feet to a point marked by an iron pin; thence East 1329.4 feet to a point on the section line; thence North 165 feet to the real point of beginning.

TRACT VII - WILLIAM M. GORNIK and DOROTHY M. GORNIK, husband and wife.

From the section corner common to Sections Two, Three, Ten and Eleven, Township Four North, Range One East of the Boise Meridian, running thence South along the section line 812.8 feet to the real point of beginning; thence West 1329.4 feet to a point marked by an iron pin; thence South 165 feet to a point marked by an iron pin; thence East 1329.4 feet to a point on the section line; thence North 165 feet to the real point of beginning.

TRACT VIII - FRED EISELE and BETTY EISELE, husband and wife.

From the section corner common to Sections Two, Three, Ten and Eleven, Township Four North, Range One East of the Boise Meridian, running thence South on the section line 1142.8 feet to the real point of beginning; thence West 1329.4 feet to a point marked by an iron pin; thence South 165 feet to a point marked by an iron pin, being the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section Ten; thence East 1329.4 feet to a point on the section line; thence North 165 feet to the real point of beginning.

AND, WHEREAS, all seven tracts of property above described are irrigated by means of irrigation water pumped from a well situate upon the following-described real property of which the owners of said

CLEMONS EISELE and BETTY EISELE
decreased and assigned to them
by deed of 1914
Boise, Idaho

seven tracts are the beneficial owners, which tract is herein sometimes referred to as the well site, and which property is described as follows:

Commencing at the section corner common to Sections Two, Three, Ten and Eleven, Township Four North, Range One East, of the Boise Meridian, thence South along the section line fifty feet; thence West fifty feet; thence North fifty feet; thence East ninety feet to the point of beginning.

AND, WHEREAS, the owners above described of said seven separate tracts of real property desire to provide and establish an irrigation water system, which said system shall include the well site above described on which the well and pump is situate and shall include all pumps, pipes, electrical system, well or wells, conduits, and water ways and equipment used for the pumping of said water and the conveying of said water to the point of delivery to the separate tracts above described, and to provide for the management, maintenance, and delivery of such irrigation water, and the management, maintenance and upkeep of the said irrigation water system;

NOW, THEREFORE, for the purposes aforesaid, the parties to this agreement do hereby set over, assign and transfer to George T. Tinsley for a period of one (1) year, Clarence H. Weber for a period of two (2) years, and Ned C. Weymouth for a period of three (3) years, and to their successors, as trustees, all of the property consisting of the water system above described, to be held by said trustees, and their successors, in trust, nevertheless, for the use and benefit of the beneficiaries herein designated in and upon the conditions and terms set up in this agreement.

1. The Trustees hereinafore designated are beneficiaries as hereby defined and all successors to said Trustees above named shall

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be qualified beneficiaries as herein defined. The Trustees shall consist of three (3) in number, and in the event of the death, resignation or inability of any trustee now or hereafter serving, the remaining Trustees shall fill any vacancy or vacancies from time to time existing; provided, however, that no vacancy shall prevent the remaining Trustees from effectively carrying on the objectives and purposes of this Trust and their duties as Trustees.

2. Unanimous consent shall not be necessary for the exercise of any powers granted the Trustees herein, and in all cases, concurrence by majority of the then Trustees shall be sufficient to authorize any official act.

3. The Trustees and their successors shall hold, control, and maintain and operate said water system for the use and benefit of the beneficiaries as defined herein, to the end that each of said beneficiaries may, upon compliance with the terms and conditions hereof and the rules and regulations adopted by the Trustees pursuant hereto, receive water from said system for irrigation purposes only; provided that if, through failure of natural supply, major catastrophe, or increase in demand, the water system shall become unusable or inadequate, the Trustees shall be under no obligation to expand, augment or replace said system.

The Trustees shall keep a record of their accounts and proceedings as such, and shall further keep and maintain full, accurate, and adequate books of account, correctly recording all receipts and disbursements and disclosing the financial condition of the trust from time to time, and all such records shall be open to the inspection of the beneficiaries hereunder at reasonable times.

Upon qualification of any person as beneficiary hereunder, the

BOOK 23 PAGE 517

Trustees shall furnish unto such person a copy of the rules and regulations then in force and affecting and pertaining to said water system and to the furnishing of water to the users thereof.

4. The Trustees hereunder shall have the following powers:

(a) To adopt regulations pertaining to the connecting of existing water service mains to the delivery point of water to the property of the beneficiaries, including the specifications of the size and type of material to be used and the location and depth of service line.

(b) To adopt regulations restricting the use of water by beneficiaries where, in the opinion of the Trustees, such restrictions are necessary to conserve the supply or to permit replacement or repairs.

(c) To adopt such further regulations as may, in the judgment of the Trustees, be deemed necessary for the proper operation of the system.

(d) From time to time to fix an annual rate to be charged the users of the water from the system in an amount sufficient to realize necessary income for operation, repair, and maintenance, including a sufficient amount to permit an accumulation of reserve fund for replacement and repairs or emergencies occurring in the course of operation, and for any other sums that the Trustees may be called upon to pay by reason of a legal liability therefor.

(e) To pay any and all taxes, levies and assessments of any kind or nature, from any governmental or taxing body; provided Trustees shall not be under the obligation to object or contest any tax levy or assessment from a governmental taxing body.

23-118

(1) To obtain and pay for such amounts of insurance of such type as Trustees shall deem wise, including any and all liability of the Trustees;

(2) To employ agents, servants, and attorneys or other professional assistance as Trustees may deem reasonable and necessary.

(b) To transfer or lease said water system, either with or without consideration, to any municipal or public corporation or to any legal entity, if, in the judgment of the Trustees, the beneficiaries hereunder will be assured of a constant and equivalent supply of water subject to such transfer or lease.

(3) To abandon said water system upon the advent of any reliable public supply to each of the beneficiaries.

(4) To adopt and enforce regulations necessary to compel compliance by the beneficiaries, and the power given hereunder shall include the right to refuse to furnish water to a beneficiary and to cut off the service thereto in the event of failure of the beneficiary to comply with the regulations of the Trustees or to pay for services of water furnished in the manner provided by the regulations.

(5) To borrow money for the purpose of this trust, if, in the discretion of the Trustees, such action is reasonably necessary.

5. The Trustees hereunder shall serve without compensation, and this trust shall be maintained on a non-profit basis.

6. The Trustees hereunder shall be neither jointly nor severally liable for any accounts or omissions by them or any of them in carrying out the terms and provisions of this trust, except for the failure to properly account for moneys handled by said Trustees; nor, in that respect, shall any Trustee be liable for the debt or default of another

Trustees; and provided further that by no act or omission by said Trustees shall any personal liability be imposed upon said Trustees or any of them, either in law or in equity, in contract or tort, except as in this paragraph specifically provided.

7. Point of delivery as used herein means a point within 10 feet of the NE corner of each tract; as to Tract 1 it means at a point within 10 feet commencing at the corner common to Sections 3, 2, 10 and 11 and running thence south along the section line, and as to all other tracts it means within 10 feet of the real point of beginning as described above in the description of each tract and running thence south along the section line. Water shall be delivered from the water system herein mentioned to each tract of land at the point of delivery to such tract of land, and the delivery at such point of the amount of water allotted for that tract of land shall fulfill the obligation of the trustees and of the water system for the delivery of water for the entire tract; in the event that any tract of land is subdivided, the obligation of dividing, subdividing or diverting such water shall be that of the owner of property at the point of delivery, it being understood that the water system herein defined, and the obligation of the trustees, is only for the maintenance, upkeep, control and regulation of the water system upon and from the well site to the point of delivery of each tract of land herein described.

8. A beneficiary hereunder is hereby defined to be any person who shall, from time to time, be the owner, either equitable or legal or the contract purchaser, and entitled to possession, of any tract of land above described as Tracts I to VII, inclusive, provided, however, that in the event that any tract of land is subdivided, then beneficiary shall mean the owner, as herein defined, of the property at the point of delivery.

9. Title and equitable ownership and interest in and to the said water system is hereby divided into seven (7) equal parts, divided equally between the seven tracts of land above described; in the event that any

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tract of land is subdivided, then the one-seventh interest ascribed to such tract of land shall follow the ownership of the land at the point of delivery.

10. The execution of this agreement shall be deemed an acceptance of all the terms and provisions of this trust and an agreement on the part of each beneficiary to abide by the rules, regulations and requirement of the Trustees hereunder.

11. The Trustees hereunder shall be under no obligation to furnish water for the protection of property of the beneficiaries against fire, but are authorized, in their discretion, to make available for such fire protection the facilities presently existing or their equivalent, provided, however, that the Trustees may expand the existing facilities if, in their sole discretion, they deem it expedient to do so.

12. An annual meeting of the beneficiaries shall be held hereafter in Ada County during the month of September of each year. The Trustees, or a majority of all of the beneficiaries, may call a special meeting at any time. Written notice of the time and place of such meeting shall be given by leaving a copy of such notice at each of the seven tracts of land herein described. It shall be the duty of the trustees to give such notice of said annual meeting.

At each annual meeting one trustee shall be elected by a majority of the beneficiaries present for a term of three years. Each successive trustee shall assume and have all of the powers and obligations herein provided.

13. This trust shall terminate 50 years after its date, unless sooner terminated, and upon such termination the Trustees shall cause to be transferred and conveyed to each of the then beneficiaries hereunder an undivided equal interest in and to the water system, including all supplies, tools and equipment, and after paying any and all obligations of the trust, shall pay any and all moneys on hand in equal parts to the then beneficiaries. In the event of any earlier termination of the

trust by transfer or abandonment, the Trustees shall make similar distribution of any balance of moneys in their hands.

WITNESS our hands and seals this 14th day of October, 1962.

Wm. C. Weymouth

Barbara B. Weymouth

George T. Pennington

Morothy Jean Pennington

Clarence B. Weber

Virginia D. Weber

Edith P. Goodman

Melba E. Goodman

William M. Gornik

Morothy M. Gornik

Fred R. Laine

Betty Cassle

CONFIDENTIAL

BOOK 23 PAGE 522
STATE OF IDAHO)
County of Ada)

On this 11 day of October, 1962, before me, the undersigned,
a Notary Public in and for said state, personally appeared NEW C.
WEYMOUTH and BARBARA B. WEYMOUTH, GEORGE T. TINSLEY and
DOROTHY JEAN TINSLEY, CLARENCE B. WEBER and VIRGINIA B.
WEBER and WILLIAM M. GORNIE and DOROTHY M. GORNIE

known to me to be the persons whose names are subscribed to the within
instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year first above written.

Notary Public for Idaho
Residing at Boise, Idaho.

STATE OF IDAHO)
County of Ada)

On this 17 day of November, 1962, before me, the undersigned,
a Notary Public in and for said state, personally appeared EARL P.
GOODMAN and VELMA E. GOODMAN

known to me to be the persons whose names are subscribed to the within
instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year first above written.

Notary Public for Idaho
Residing at Boise, Idaho.

CLARENCE B. WEBER
DOROTHY M. GORNIE
DOROTHY JEAN TINSLEY
GEORGE T. TINSLEY
NEW C. WEYMOUTH
BARBARA B. WEYMOUTH
VIRGINIA B. WEBER
WILLIAM M. GORNIE

R10X

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STATE OF COLORADO,)

County of)

On this 22nd day of November, 1962, before me, the undersigned, a Notary Public in and for said state, personally appeared FRED EISELE and BETTY EISELE, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Victor L. Wilson
Notary Public for Colorado
Residing at: Colorado Springs

My Commission Expires:

May 17, 1964

STATE OF COLORADO
FILED for record at the request of E. L. Thomas, Sheriff & Clerk
29 this 29th day of Nov M. 1962
Vern Thomas, Notary Public
517 - 9th St. City