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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

OCT 14 2010

DEPARTMENT OF
WATER RESOURCES

REQUEST FOR EXTENSION OF TIME

TO PROVIDE ADDITIONAL TIME IN WHICH TO SUBMIT PROOF OF
BENEFICIAL USE FOR A WATER RIGHT PERMIT

The Idaho Department of Water Resources will consider this form as a request that the permit holder(s) be granted an additional period of time under the provisions of Section 42-204, Idaho Code in which to complete development of a water right and file proof of beneficial use of water. There is a **FILING FEE** of \$50.00 to be included with this form when filed with IDWR.

Permit No. 63-32619 Date Proof is Due 12-1-10
 Name(s) of Permit Holder Velma Morrison
 Address 827 E. Park Blvd # 200 City Boise State ID Zip 83712
 Telephone No. 345-5225 Email Jswilker@Gmail.com

Describe what work has been completed toward the development of this water right:
 (This must be filled out! If no work has been completed, show "none".)

A production well and an injection well were completed in December 2007.
These wells were tested and completed by Jan 12, 2008 by SPF Water Engineering
A well driller's report was completed 1-11-08 and sent to IDWR
(attached)

Costing > \$80,000
Drilling, wells, heat
exchanger, plumbing.

The permit holder(s) has been unable to complete the remainder of the work for the following reasons:

Because of the poor economy, we have not been able to rent the
building and finish out final construction and end-use. Thus we have
not used all water right potential until we get building occupied.

Permit holder(s) request an extension to 12-1-, 20 15

Justin Wilkerson, attorney in fact
 Signature (If other than permit holder, Power of Attorney must be supplied)
Justin Wilkerson, attorney in fact for Velma Morrison.

10-4-10
 Date

ACTION OF THE DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above request for extension of time be

APPROVED and the time within which to submit proof of beneficial use
 is extended to December 1, 2015.

Signed this 20th day of October, 20 10

Jeff Peppersack, Chief
 Water Allocation Bureau

GENERAL DURABLE POWER OF ATTORNEY

I, Velma V. Morrison, of Ada County, State of Idaho, as principal, designate and appoint Justin Wilkerson, of Ada County, State of Idaho, as my agent (as defined in Idaho Code Section 15-12-102(1)) (subsequently referred to as "agent") to act in my name and for my benefit. I hereby grant to my agent authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present and fully competent, hereby ratifying and confirming all that my agent shall lawfully do or cause to be done by virtue of this General Durable Power of Attorney and the powers herein granted.

1. **REVOCATION OF PRIOR POWERS OF ATTORNEY:** I hereby revoke any and all other general powers of attorney which I may have previously executed.

2. **GENERAL AUTHORITY:** Except as otherwise limited as expressly set forth herein, my agent shall have power to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the powers specifically enumerated in this instrument. Generally, my agent shall have power to do and perform all matters, transact all business, and make, execute and acknowledge all contracts, orders, deeds, mortgages, leases, assignments, assurances, and instruments of every kind which may be requisite or proper to effectuate the purposes of this General Durable Power of Attorney.

3. **SPECIFIC POWERS:** Without in any way limiting the generality of the authority conferred upon my agent by this instrument which includes, but is not limited to, the general authority described in Idaho Code Sections 15-12-204 through 15-12-216, except for and excluding family maintenance as set forth in Idaho Code Section 15-12-213 (such sections being incorporated herein by this reference), my agent shall have and may exercise each of the following specific powers:

a. Power to Acquire and Sell. To acquire, purchase, exchange, grant options and sell, assign, release, convey, mortgage, hypothecate, lease, and accept and take possession of real and personal property and interests therein,

both tangible and intangible, upon such terms, conditions, and covenants as my agent shall deem proper; and to sign, seal, execute and deliver and acknowledge such deeds, leases, contracts, assignments, indentures, agreements, mortgages, deeds of trust, bills of sale, security agreements and related forms, exchange agreements, bills, bonds, notes, receipts, releases and satisfactions of mortgages, security interests, and judgments, and such other instruments in writing as shall be proper.

b. Borrowing and Banking Powers. To borrow moneys on my behalf and to sign, seal, execute, deliver and acknowledge on my behalf such promissory notes, bills, bonds, or other evidence of indebtedness and such mortgages, deeds of trust, security agreements, pledges, or other documents to secure the payment of borrowed funds as my agent shall deem proper. To make, receive, and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations, and other financial institutions, and to release such mortgages, deeds of trust, or other security instruments as may be necessary or proper in the exercise of the rights and powers herein granted.

c. Powers of Collection and Payment. To forgive, request, demand, sue for, recover, collect, receive and hold all sums of money, debts, dues, commercial papers, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, medicare, insurance, and other contractual benefits and proceeds, all documents of title, all property and property rights, real or personal, intangible and tangible, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to, me or in which I have or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in my name and for the collection and recovery thereof including the enforcement of mortgages, deeds of trust and security instruments, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same. To pay and discharge all debts and demands due and payable or which may hereafter become due and payable by me to any person or persons whomsoever.

d. Management Powers. To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, partition and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, upon such terms and conditions as my agent shall deem proper.

e. Motor Vehicles. To apply for a certificate of title upon, and endorse and assign or transfer title to, any motor vehicle; and to represent in such assignment or transfer of title that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such assignment or transfer of title.

f. Business Interests. To conduct or participate in any lawful business of whatever nature; to execute partnership agreements and amendments thereto; to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; to elect or employ officers, directors and agents; to carry out the provisions of any agreement for the sale of any business interest or the stock therein; and to exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options.

g. Tax Powers. To prepare, sign and file joint or separate income tax returns or declarations of estimated tax for any year or years; to prepare, sign and file gift tax returns with respect to gifts made by me for any year or years; to prepare, sign and file any claims for refund of any tax; to receive and endorse refund checks; to receive confidential information from any taxing authorities and to perform any and all acts that I could perform before any taxing authorities as to any tax matters involving me for any taxable period or years including completing and executing Internal Revenue Service Form 2848 (or any similar form granting authority to act for me); to enter into any compromise and settlement agreements regarding any disputed tax matters; and to delegate the authority and tax powers granted in this paragraph to other individuals or entities.

h. Safe Deposit Boxes. To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located

shall not incur any liability to me or my estate as a result of permitting my agent to exercise this power.

i. Gifting. To make gifts limited to the restrictions set forth in Idaho Code 15-12-217 to or for the benefit of any one or more persons within the group consisting of my descendants if such gifts would be in the best interests of me, my family and my estate; provided, however, that no such gift may be made in discharge of a legal obligation of my agent to the donee. My agent may make such gifts in any one or more of the following ways: (a) directly to the donee; (b) to a custodian for the donee under an applicable Uniform Gifts to Minors Act or Uniform Transfers to Minors Act; or (c) to a trust for the benefit of the donee.

j. Additional Powers Requiring Specific Grant. My agent shall also have the authority to exercise fiduciary powers that I have authority to delegate.

4. **INTERPRETATION:** This instrument shall be construed and interpreted as a "general durable power of attorney" as defined in Idaho Code Section 15-12-101(7). The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general authority herein granted to my agent.

5. **EFFECTIVENESS:** This General Durable Power of Attorney shall be effective immediately and shall not be affected by my subsequent incapacity.

6. **NOMINATION OF CONSERVATOR:** While it is my intent that the execution of this General Durable Power of Attorney will obviate the need for a conservatorship, if it should at any time be necessary to appoint a conservator of my estate, I hereby nominate my then acting agent designated herein as my conservator.

7. **REVOCATION AND TERMINATION OF AUTHORITY:** I may revoke this General Durable Power of Attorney and/or terminate an agent's authority hereunder by giving written notice of such revocation to such agent in writing. In addition, if this General Durable Power of Attorney has been recorded, the written instrument of revocation shall be recorded in the office of the

recorder or auditor of any county in which the power of attorney is recorded.

8. **LIABILITY OF AGENT:** My estate shall hold harmless and indemnify my agent from any and all liability for breach of duty except for liability for breach of duty committed dishonestly, with an improper motive, or with reckless indifference to the purposes of this General Durable Power of Attorney or my best interests.

9. **REIMBURSEMENT AND COMPENSATION OF AGENT:** My agent is entitled to reimbursement of expenses reasonably incurred on my behalf and to compensation that is reasonable under the circumstances.

10. **GENERAL RESTRICTIONS:** Notwithstanding any other provision of this General Durable Power of Attorney to the contrary, no agent hereunder shall participate in the exercise of a power conferred hereunder:

a. That would constitute an "incident of ownership" (within the meaning of Section 2042 of the Code) on my life or my agent's life with respect to insurance on the agent's life;

b. That would render any portion of my property includible in the agent's gross estate; or

c. That would constitute a taxable gift by the agent personally if he or she were to so participate;

and any such purported exercise shall be void and of no effect.

11. **RELIANCE BY THIRD PARTIES:** Third parties may rely upon the representations of my agent as to all matters relating to any power granted to my agent, and no person who may act in reliance upon the representations of my agent or the authority granted to my agent shall incur any liability to me or my estate as a result of permitting my agent to exercise any power unless such third party has actual knowledge that this General Durable Power of Attorney is void, invalid or terminated, that the purported agent's authority is void, invalid or terminated.

12. **GOVERNING LAW:** This General Durable Power of Attorney is executed and delivered in the State of Idaho and the

laws of the State of Idaho shall govern all questions as to the validity of this General Durable Power of Attorney and as to the construction of its provisions.

IN WITNESS WHEREOF, I have executed this General Durable Power of Attorney this 11th day of FEBRUARY, 2009.


Velma V. Morrison

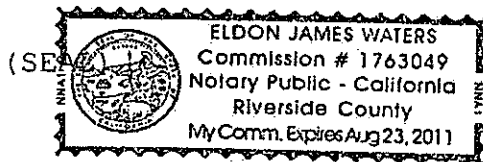
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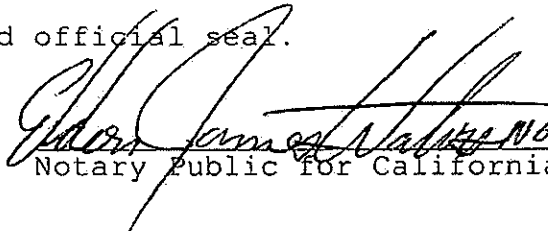
STATE OF CALIFORNIA)
 : ss.
County of RIVERSIDE)

On FEBRUARY 11th, 2009, before me, ELDON JAMES WATERS, Notary Public, personally appeared Velma V. Morrison, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.




Notary Public for California

