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T-216 P002/003 F-874

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DEPARTMENT OF WATER RESOURCES

## Irrigation Pump Station Agreement

This is an agreement for construction cost participation for the subdivisions commonly known as Kingsview & Quail Ridge Subdivision.

Dated:

Participant #1: Providence Development Group

Participant #2: Dyver Development, LLC

|                   |                |         |               |            |   |
|-------------------|----------------|---------|---------------|------------|---|
| Post-It® Fax Note | 7671           | Date    | 6-9-08        | # of pages | 2 |
| To                | Cherie Padilla | From    | Shawn Dromas  |            |   |
| Co./Dept.         | TOWNSHIP       | Co.     | Land Pro Dev. |            |   |
| Phone #           |                | Phone # |               |            |   |
| Fax #             | 287-6700       | Fax #   |               |            |   |

The undersigned Parties hereby agree as follows:

1. The irrigation pump station is generally located north of the Phyllis Canal near the intersection of Indiana Avenue and Moss Lane in Caldwell Idaho, Canyon County.
2. Participant #1 owns or controls property known as the Kingsview Subdivision that when developed will total approximately 146 lots and 58% of the cost of construction for the irrigation pump station and related facilities.
3. Participant #2 owns or controls property known as the Quail Ridge Subdivision that when developed will total approximately 107 lots and 42% of the cost of construction for the irrigation pump station and related facilities.
4. Construction and expenses for the irrigation pump station will consist of the following:
  - Engineering of the construction plans.
  - Review and attorney costs charged by Pioneer Irrigation District
  - Pump station and division structure as depicted on the construction plans that are attached to become a part of this agreement.
  - Overflow piping to the Phyllis Drain
  - Cross connection between Kingsview Subdivision and Quail Ridge Subdivision
  - Any other related and necessary costs or improvements for operation of the irrigation pump station.
5. Any additional cost for upgrading capacity of pump station for Quail Ridge Subdivision will be the responsibility of Dyver Development, LLC. Upgrades are considered to be any additional pumping/control facilities and/or any additional required piping or material cost for upsizing piping originally designed with the Kingsview Subdivision.

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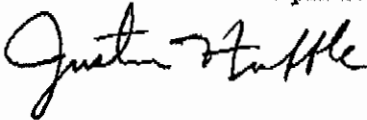
6. It is understood by both Dyver Development, LLC and Providence Development Group that initial connection to irrigation pump station by Quail Ridge Subdivision will require:
  - a. Addition of 20 HP pump and any related controls.
  - b. Replacement of 6-inch irrigation line previously constructed by Providence Development Group with Phase No. 1 of Kingsview Subdivision by an 8-inch irrigation line constructed by Dyver Development, LLC (location specified in construction documents).
  - c. Material cost reimbursement of 8-inch irrigation line to be constructed with Phase No. 2 of Kingsview Subdivision.
7. The construction cost for the irrigation pump station is estimated to be One Hundred Seventy Five Thousand & no/100 (\$175,000). Said cost will be prorated based on the number of lots each participant controls as stated in paragraphs number two and three of this agreement.
8. The actual cost of construction for the irrigation pump station and related facilities will be adjusted at the time the irrigation pump station is accepted by the Pioneer Irrigation District.
9. Project Management will be the responsibility of the controlling development group which in this case is Providence Development Group.
10. This agreement may not be changed or altered without signatures by both participants.
11. Participants' heirs and assigns are bound by this agreement.

The herein agreement, upon its execution by both parties, is made an integral part of the aforementioned agreement.

PARTICIPANT #1: Providence Development Group

DATE:

SIGNATURE:

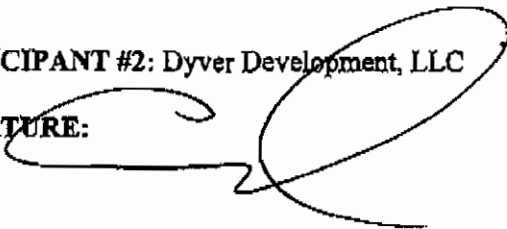


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PARTICIPANT #2: Dyver Development, LLC

DATE:

SIGNATURE:



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