

BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED
MAR 29 2004
Department of Water Resources
Southern Region

March 26, 2004

Mr. Allen Merritt
Idaho Department of Water Resources
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301

Re: Water rights – Croy Creek Ranch Limited Partnership
Project No. 553-01-2002

Dear Allen:

Enclosed are four (4) water right transfer applications and one (1) SRBA claim for Croy Creek Ranch Limited Partnership. The applicant seeks to consolidate all water rights on the ranch into a permissible place of use. Water rights include surface water from Croy Creek (37-253), Bullion Creek (37-254), and West Fork Rock Creek aka Little Rock Creek (37-255); and groundwater from two wells on the ranch (37-7319). The transfer for 37-7319 would also add a third point of diversion to allow another well to be drilled if necessary.

The SRBA claim describes a right established by beneficial use of an existing irrigation storage reservoir near the ranch house. This reservoir has been in place since the 1950s. I am currently working on compiling aerial photo evidence and affidavits to justify the priority date on this right.

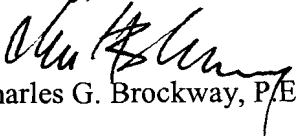
The attached consent form confirms that Kent McAtee is the general partner of Croy Creek Ranch Limited Partnership and is authorized to sign on behalf of the company.

Enclosed is a check for \$1080, representing the following amounts:

37-253	7.0 cfs	\$490
37-254	2.0 cfs	\$290
37-255	0.3 cfs	\$250
SRBA claim		\$50

No variable fee was included for the claim since all acres have been claimed under 37-253, 37-254, and 37-255. Thank you and please call if you have any questions.

Sincerely,


Charles G. Brockway, P.E.

cc: Kent McAtee
Dave Alexander

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

RECEIVED
MAR 20 2024
Division of Water Resources
Southern Region

**UNANIMOUS WRITTEN CONSENT OF MEMBERS OF
CROY CREEK PROPERTIES, LLC**

The undersigned, constituting all of the members of CROY CREEK PROPERTIES, LLC, an Idaho limited liability company (the “Company”), and acting pursuant to the Idaho Limited Liability Company Act, hereby adopt the following resolutions and consent to the actions authorized thereby:

RESOLUTIONS REGARDING WATER RIGHTS

WHEREAS, the Company plans to subdivide, improve and develop (“Project”) certain real property and premises consisting of 470 acres more or less of undeveloped real property located in Blaine County, Idaho (“Property”);

WHEREAS, the members of this Company have received and reviewed the plan for allocation of water rights among the several parcels of property to be created as part of the Project (“Plan”); and

WHEREAS, the undersigned believe that developing the Property and allocating the water rights as described in the Plan are in the best interests of the Borrower;

NOW, THEREFORE, BE IT RESOLVED, that the members of this Company hereby authorize Kent S. McAtee, as the general partner of Croy Creek Ranch Limited Partnership, and David J. Alexander, as Managing Member of Little Creek, LLC, each acting on behalf of this Company, to take, for, on behalf of, and in the name of this Company, any or all of the actions set forth in the numbered paragraphs below:

- 1) To allocate, assign, apportion, convey and otherwise transfer water rights on any terms shown in the Plan or otherwise acceptable to Kent S. McAtee and David J. Alexander, and to make and deliver assignments, indemnities, certificates and other documents and any and all modifications, extensions, restatements and amendments of the same required or permitted by the IDWR in connection with the Plan;
- 2) To execute and deliver for, on behalf of, and in the name of Company, all applications and other agreements, documents and papers required by the IDWR in connection with any of the foregoing matters;
- 4) To take all such actions as required by the IDWR in connection with the Plan.

BE IT FURTHER RESOLVED, that the Managing Member or any other officer of this Company be and hereby is authorized to certify to the IDWR the names of the present officers, managers and members of this Company and any other persons

authorized to sign for it, and the offices respectively held by them, together with specimens of their signatures; and

BE IT FURTHER RESOLVED, that the IDWR be promptly notified in writing by the Manager or any other officer of this Company of any change in these resolutions, such notice to be given in writing to the IDWR at its address at 1341 Fillmore Street, Suite 200, Twin Falls, Idaho, 83301 Attention: Allen Merritt, and that until the IDWR has actually received such notice in writing, it is authorized to act in reliance upon these resolutions, and that until the IDWR has actually so received such notice, it shall be indemnified and held harmless from any loss suffered or liability incurred by it in continuing to act in reliance upon these resolutions, even though these resolutions may have been changed; and

BE IT FURTHER RESOLVED, that the actions taken by this Consent shall have the same force and effect as if taken at a special meeting of the members duly called and constituted pursuant to the laws of the State of Idaho; and

BE IT FURTHER RESOLVED, that the form of this Unanimous Written Consent shall be filed in the minute book of the Company pursuant to the Idaho Limited Liability Company Act.

IN WITNESS WHEREOF, the undersigned have executed the Unanimous Written Consent of Members of Croy Creek Properties, LLC, an Idaho limited liability company, effective as of March 25, 2004.

Croy Creek Ranch Limited Partnership

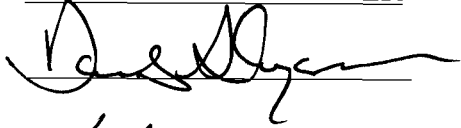
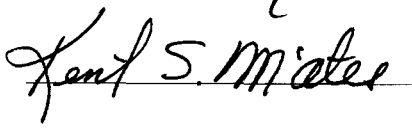
By: 
Kent S. McAtee
General Partner

Little Creek, L.L.C.,
an Idaho limited liability company

By: 
David J. Alexander, Manager

EXHIBIT D

**LIST OF MEMBERS OF
CROY CREEK PROPERTIES, LLC,
AN IDAHO LIMITED LIABILITY COMPANY**

<u>POSITION</u>	<u>NAME OF MEMBER</u>	<u>SIGNATURE OF MEMBER</u>
Manager	Little Creek, LLC	
Member	Croy Creek Ranch Limited Partnership	

State of IDAHO

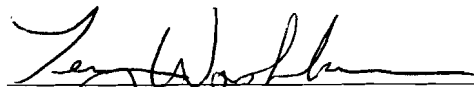
ss.

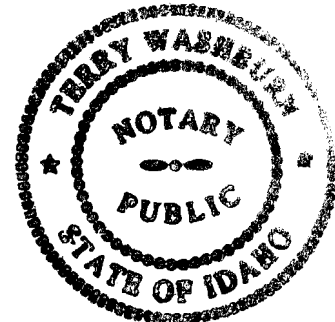
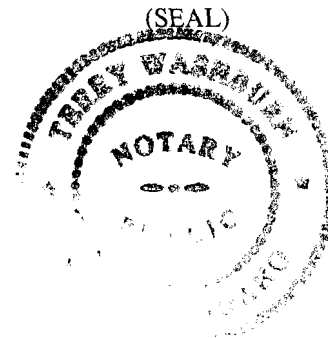
County of BLAINE

On this 25th day of March, 2004, before me, the undersigned, a Notary Public, in and for said State, personally appeared KENT S. McATEE

_____, known to me, and/or identified to me on the basis of satisfactory evidence, to be GENERAL PARTNER of the Partnership that executed the within instrument and acknowledged to me that such partnership executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.


Notary Public Terry Washburn
Residing at: Carey, Idaho
Commission Expires: June 08, 2007



State of **IDAHO**

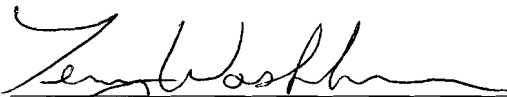
ss.

County of **BLAINE**

On this 25th day of March, 2004, before me, the undersigned, a Notary Public, in and for said State, personally appeared DAVID J. ALEXANDER

_____, known to me, and/or identified to me on the basis of satisfactory evidence, to be the MANAGING MEMBER of the Limited Liability Company that executed the instrument and the foregoing instrument was signed on behalf of said company by authority of consent of its members and acknowledged to me that he executed the same.

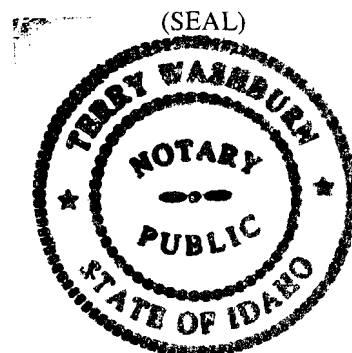
WITNESS MY HAND AND OFFICIAL SEAL.



Notary Public **Terry Washburn**

Residing at: **Carey, Idaho**

Commission Expires: **June 08, 2007**



LIMITED POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENT:

I, Kent McAtee, hereby nominate and appoint
Charles G. Brockway as my attorney-in-fact with full authority to
act for and on my behalf to undertake any and all acts or matters pertaining to water right
transfers before the Idaho Department of Water Resources for the following water right
transactions:

Transfer applications for water rights 37-253, 37-254, 37-255, and 37-7319

in Blaine County, Idaho. Additionally, I hereby ratify and confirm any
and all such acts on matters as contemplated herein.

My agent is hereby authorized to sign, seal and deliver, as my act in deed, those said
instruments of writing that may be necessary or proper to carry into execution and effect the
applications, and transfers above-mentioned. Further, I hereby declare that each and every
application, transfer, agreement, receipt, or payment which shall be by my said agent given,
made or done for the aforesaid purposes shall be as good, valid, and effectual as if they had
been signed, sealed, and delivered by me in my own proper person; and I hereby undertake at
all times to ratify whatsoever my said agent shall lawfully do or cause to be done in or
concerning the said premises by virtue of these present. This Limited Power of Attorney will
become void upon approval, denial or withdrawal of the above referenced applications.

Dated this 25 day of MARCH 2004.

Kent S. McAtee

Signature

Signature

State of Idaho)

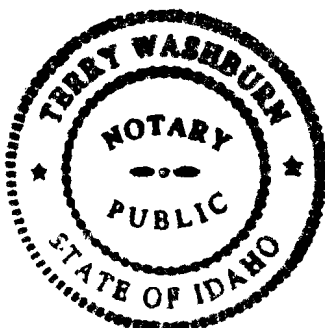
County of Blaine)

ss.

On this 25th Day of March, 2004, before me, a Notary
Public in and for said County and State, personally appeared Kent S. McAtee
_____, known or identified to me to be the individual whose name and subscription to the
within instrument, and acknowledged to me that he executed the same.

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

S
E
A
L



Terry Washburn
Notary Public

In and for said State and County

6/8/2007
My Commission Expires