

SEP 07 2004

DEPARTMENT OF
WATER RESOURCES

Idaho Department of Water Resources
Jeffrey R. Christenson
David P. Claiborne
D. Blair Clark
Michael J. Doolittle
S. Bryce Farris
David Hammerquist
Charles L. Honsinger
Joseph B. Jones
James P. Kaufman
Jennifer Reid Mahoney
James G. Reid
Daniel V. Steenson
Allyn L. Sweeney

William F. Ringert, of Counsel
Samuel Kautman (1921-1986)

September 2, 2004

Jeff Peppersack
Idaho Department of Water Resources
1301 North Orchard Street
P.O. Box 83720
Boise, ID 83720-0098

Re: Water Right No. 63-31194

Dear Jeff:

I am writing on behalf of my client, L. Darwin McKay, who appropriated, perfected and owns water right no. 63-31194. IDWR's records were erroneously changed to show Sundance Investment LTD Partnership (Sundance) as the current owner as a result of the enclosed Change In Water Right Ownership form that was filed without Mr. McKay's knowledge or consent. Mr. McKay hereby requests that IDWR correct its records to show Mr. McKay as the current owner of the water right.

The original number for this water right was 63-10666. As IDWR's records reflect, Mr. McKay filed for and obtained a permit for this water right to irrigate the land he leased originally from HCM Investments. This water right was licensed in Mr. McKay's name while he leased and irrigated the land from HCM's successor, TCM Joint Venture (TCM). This fact is confirmed by the enclosed written statement by Jack Miller, TCM's General Manager. I received this document from Terry Scanlin, who is very familiar with the development and ownership of this water right as a result of work he has done in conjunction with sales of portions of the right. He would be happy to answer any questions you may have. His phone number is 383-4140.

The original water right was split with Mr. Scanlin's assistance as a result of two partial transfers filed by Mr. McKay. The original right was further reduced as a result of sales by Mr. McKay to TFCM Associates and the LDS church for mitigation purposes. The remaining portion of the original water right was denominated 63-10666C in Transfer No. 68530, as you will see in the enclosed documents. The quantity after transfer, 55 cfs, was reduced to 48.5 cfs as a result of the

Jeff Peppersack
September 2, 2004
page 2

two sales by Mr. McKay I previously mentioned for mitigation purposes. These sales are reflected in the enclosed documents with Mr. Scanlin's October 10, 200 letter.

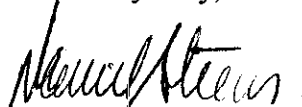
Mr. McKay assumed that IDWR's records reflected his continuing ownership of this right until last week when I discovered the change in the designation of ownership in IDWR's records. I discovered that Sundance filed the Change In Water Right Ownership form yesterday in IDWR's file for the current denomination of the water right, no. 63-31194.

Your prompt correction of this error is requested so that Mr. McKay may file an application to lease the water right to the Water Supply Bank, which he intends to do soon.

Sundance acquired the land listed as the place of use for the water right from TCM. We are confident that Sundance filed the Change in Water Right Ownership form in error, as a matter of course after acquiring the property, without knowing that Mr. McKay appropriated the water right as the lessee of the land where Mr. McKay used the right. We are in the process of contacting the Sundance representative who filed the change form, Ryan Anderson, and are sending a copy of this letter with enclosures to him. We will let you know what we learn from Mr. Anderson regarding his understanding and intention in filing the form.

In the meantime, please feel free to call me or Terry if you have any questions. Thanks.

Yours very truly,



Daniel V. Steenson

Enclosures

cc: L Darwin McKay
Ryan Anderson



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

September 5, 2003

RECEIVED

SEP 07 2004

DEPARTMENT OF
WATER RESOURCES

SUNDANCE INVESTMENT LTD PARTNERSHIP
C/O RYAN ANDERSON
9100 W BLACKEAGLE DR
BOISE ID 83709

RE: Change of Ownership for Water Right 63-31194

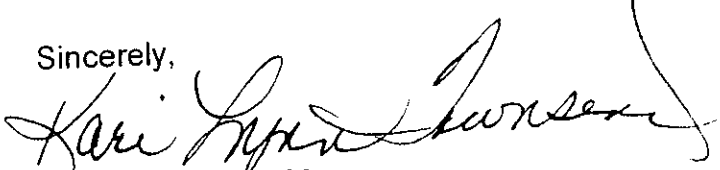
Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records. Also enclosed is a receipt for the \$25.00 filing fee.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

for 
Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosures

MICROFILMED

SEP 16 2003

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

RECEIVED

JUN - 6 2003

Department of Water Resou

RECEIVED

JUN 04 2003

WATER RESOURCES
WESTERN REGION

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
63-31194					

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) L. Darwin McKay
6100 S. Eagle Rd., Meridian, ID 83642
4. New Owner/Claimant(s) Sundance Investments Ltd. Partnership
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
9100 W. Blackeagle Dr.
 New Mailing Address
Boise, ID 83709
 City, State and ZIP Code
 New Telephone Number (209) 322-7300
5. Date you acquired the property March 4, 2003

MICROFILMED

JUN 10 2003

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) _____
Authorized Agent _____

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 OHDate 10-9-03Fee \$35-Received by OHDate 10-9-03Receipt No. 20030558

Processed by _____ AJ

Date _____

WR _____

Date _____

MICROFILM

SEP 16 2003

RECEIVED

SEP 07 2004

FAXDEPARTMENT OF
WATER RESOURCES**SPF Water Engineering, LLC**600 East River Park Lane, # 105
Boise, Idaho 83706**Date:** August 26, 2004**Tel:** 208 383-4140**Fax:** 208 383-4156**To:** Dan Steenson**Fax No:** 342-4657**From:** Terry Scanlan**Reference:****Subject:** Darwin McKay**No. of Pages:** 4
(including cover)

Dan –

The following is the proof of ownership documents we used for transferring/mitigating the McKay water right to the LDS properties.

Terry

RECEIVED
AUG 26 2004
RINGERT CLARK

If you do not receive all pages, or if there are any problems with this transmission, please call at 208-383-4140.

TO: IDAHO DEPARTMENT OF WATER RESOURCES

TCM JOINT VENTURE (TCM) is the owner of the E1NW1/4, Section 21, T. 3 N., R. 1 E., S. 8 N., Ada County Idaho, and does not object to an application of L. Darwin McKay to transfer his water right No. 63-1066 to other lands. L. Darwin McKay acquired the water right while leasing the above property from TCM.

DATED this 23 day of march, 2000.



Jack Miller, General Manager,
TCM Joint Venture

COUNTY RECORDER
BOISE, IDAHO

RECORDED - REQUEST OF

FEE 6.20 DEPUTY

2008 AP 20 PH 4:54

100029003

100029913

PIONEER TITLE

WARRANTY DEED

FOR VALUE RECEIVED BRUCE R. PICKETT AND MARJORIE A.

PICKETT, husband and wife, JAMES H. BALLANTYNE, JR. AND MARY BALLANTYNE, husband and wife, the Grantor does hereby grant, bargain, sell and convey unto CHRISTOPHER J. KEPUS AND KATHLEEN M. KEPUS, husband and wife, and ALFRED W. STURR AND PATRICIA A. STURR, husband and wife, and JACK E. MILLER AND CAROL A. MILLER, husband and wife, d/b/a TCM JOINT VENTURE, an Idaho Joint Venture, the Grantee whose current address is Route #1, Ast Street, Kuna, Idaho, 83634, the following described premises in Ada County, State of Idaho, to-wit:

East half of the Northwest Quarter of Section 21, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

Subject to all easements and rights-of-way of record or appearing on the land.

And Further subject to:

That certain mortgage encumbering the real estate to be conveyed hereby in favor of the Federal Land Bank in the proximate balance of \$9,050.08.

That certain real estate contract wherein Marjorie F. Pickett is Seller and the Sellers hereunder are Buyers in the proximate balance of \$33,971.89.

That certain real estate contract wherein Richard B. Miller and Margaret F. Miller, husband and wife appear as Sellers and Marjorie F. Pickett, a widow, appears as Buyer in the proximate balance of \$20,430.65.

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said Grantee, Grantee's 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 they are free from all encumbrances; and that Grantor will warrant and defend the same from all lawful claims whatsoever.

1-WARRANTY DEED

YAMADA, DONOVAN & YATES, CTD.

ATTORNEYS AT LAW

P.O. BOX 1000
BOISE, IDAHO 83701
8 WEST OLYMPIA
NOMADALE, IDAHO 83808

1 DATED This 17th day of November 1978.

2 Bruce R. Pickett
3 BRUCE R. PICKETT

4 Marjorie A. Pickett
5 MARJORIE A. PICKETT

6 James H. Ballantyne, Jr.
7 JAMES H. BALLANTYNE, JR.

8 Mary Ballantyne
9 MARY BALLANTYNE

10
11 STATE OF IDAHO)

12 County of Ada)

13 On the date as first set forth above, before me, the
14 undersigned, a Notary Public in and for the said State,
15 personally appeared BRUCE R. PICKETT AND MARJORIE A. PICKETT,
16 husband and wife, and JAMES H. BALLANTYNE, JR. AND MARY
17 BALLANTYNE, husband and wife, known to me to be the persons
18 whose names are subscribed to the within instrument, and
19 acknowledged to me that they executed the same.

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

Laurel E. Thompson
Notary Public for Idaho
Residing at Boise, Idaho

YAMADA, DONOVAN & YATES, CTD.

ATTORNEYS AT LAW

P.O. BOX 2888 2 WEST OXYNEZ
BOISE, IDAHO 83701 HOMERDALE, IDAHO 83859



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

RECEIVED

SEP 07 2004

DEPARTMENT OF
WATER RESOURCES

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

March 28, 2001

TURF CO INC
L DARWIN MC KAY
6100 S EAGLE RD
MERIDIAN ID 83642

RE: Water Rights 63-10666C / 63-10666D (Transfer 68530)

Dear Water Right Holder(s):

Enclosed is the copy of your approved Transfer of Water Right for the above referenced water rights (Transfer 68530). Please be sure to thoroughly read the Conditions and Remarks listed on the transfer. Also, please be advised that the accompanying transfer approval should be considered and treated as a **preliminary order** of the department issued pursuant to section 67-5243, Idaho Code. Enclosed are instructions for responding to **Preliminary Orders** if you are in disagreement with the approved transfer.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact the department if you have questions.

Sincerely,

Camela S. Skaggs
for Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosures

CERTIFICATE OF MAILING

I hereby certify that on the 28th day of March, 2001 I mailed a true and correct copy, postage prepaid, of the foregoing **TRANSFER APPROVAL** to the person(s) listed below:

RE: WATER RIGHT 63-10666C / 63-10666D (Transfer 68530)

**TURF CO INC
L DARWIN MC KAY
6100 EAGLE RD
MERIDIAN ID 83642**


**Kari Lynn Townsend
Secretary**

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT
TRANSFER NO. 68530

This is to certify that: TURF CO INC
L DARWIN MCKAY
6100 S EAGLE RD
MERIDIAN ID 83642

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document. The right holder shall accomplish the authorized change within one (1) year of the date of this approval. Failure of the right holder to comply with the conditions of approval for each water right affected by this transfer is cause for the Director to rescind approval of all or part of the transfer.

Summary of Water Rights Before the Proposed Change

<u>Right</u>	<u>Origin/Basis</u>	<u>Priority</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>	<u>Total</u>	<u>Source</u>
63-10666A	WR/License	07/22/1988	0.82 cfs	290.2 af		64.5	GROUND WATER

Purpose of Transfer (Changes Proposed)

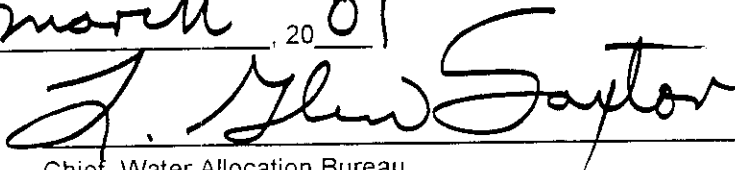
<u>Current Number</u>	<u>Split</u>	<u>POD</u>	<u>POU</u>	<u>Add POD</u>	<u>Period of Use</u>	<u>Nature of Use</u>
63-10666A	YES	YES	YES	NO	NO	NO

Summary of Water Rights After the Approved Change

<u>Existing Right</u>	<u>New No. (changed portion)</u>	<u>Transfer Rate</u>	<u>Transfer Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>New No. (remaining portion)</u>	<u>Remaining Rate</u>	<u>Remaining Volume</u>	<u>Remaining Acre Limit</u>	<u>Remaining Total Acres</u>
63-10666A	63-10666D	0.13 cfs	45 af	N/A	55.0	63-10666C	0.69 cfs	245.2 af	54.5	54.5
TOTALS		0.13 cfs	45 af		55.0		N/A	N/A	N/A	N/A

Detailed Water Right Description(s) attached

Dated this 28th day of March, 2001


Chief, Water Allocation Bureau

WATER RIGHT NO. 63-10666C
As Modified by Transfer No. 68530

In accordance with the approval of Transfer No. 68530, Water Right No. 63-10666C is now described as follows.

Right Holder: L DARWIN MCKAY
6100 S EAGLE RD
MERIDIAN ID 83642

Priority Date: 07/22/1988

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	0.69 CFS	245.2 AF
			0.69 CFS	245.2 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER NENW Sec. 21 Twp 03N Rge 01E 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	
03N 01E 21					26.5			28.0									54.5

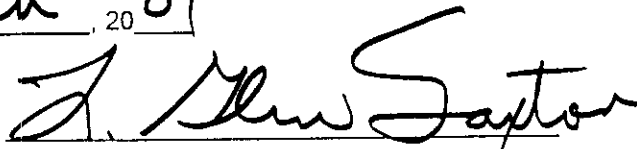
Total Acres: 54.5

CONDITIONS OF APPROVAL

1. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
2. This water right is appurtenant to the described place of use.
This right is subject to all prior water rights and may be forfeited by five years of non-use.
Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 28th day of March, 2001


Chief, Water Allocation Bureau

WATER RIGHT NO. 63-10666D

As Modified by Transfer No. 68530

In accordance with the approval of Transfer No. 68530, Water Right No. 63-10666D is now described as follows.

Right Holder: TURF CO INC
L DARWIN MCKAY
6100 S EAGLE RD
MERIDIAN ID 83642

Priority Date: 07/22/1988

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	0.13 CFS	45.0 AF
			0.13 CFS	45.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER NENWSW Sec. 4 Twp 02N Rge 01E 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	
02N 01E 4									15.0	40.0							55.0

Total Acres: 55

CONDITIONS OF APPROVAL

1. The right holder shall maintain a totalizing measuring device of a type approved by the Department as a part of the diverting works.
2. After specific notification by the department, the right holder shall measure the diversion or shall enter into an agreement with the department to determine the amount of water diverted from power records and shall annually report the information to the Department.

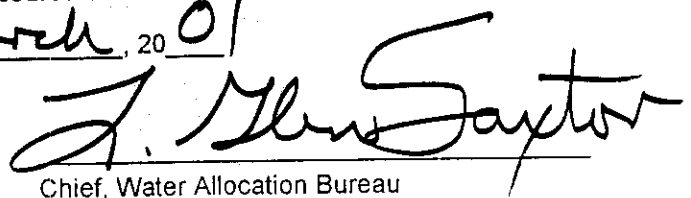
WATER RIGHT NO. 63-10666D
As Modified by Transfer No. 68530

CONDITIONS OF APPROVAL

3. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
4. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.
5. The right holder shall use the full allotment of appurtenant surface water rights in conjunction with groundwater diverted under this right and shall only divert groundwater under this right when water from the appurtenant surface water rights cannot be delivered to the right holder.
6. If the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use, this right to divert groundwater shall not be used without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required.
7. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
8. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 28th day of March, 2001


Chief, Water Allocation Bureau

**EXPLANATORY INFORMATION
TO ACCOMPANY A
PRELIMINARY ORDER**

The accompanying order or approved document is a "Preliminary Order" issued by the department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the Department of Water Resources (department) unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the department or the Idaho Water Resource Board (Board) is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

March 30, 2001

L. Darwin McKay
6100 S. Eagle Rd
Meridian, ID 83642

COPY

RE: APPLICATION TO SELL OR LEASE A WATER RIGHT TO THE WATER SUPPLY BANK

Dear Mr. McKay:

As you know, the department has just completed action on Transfer No. 68530 thus allowing the department to further consider the Application to Sell or Lease a Water Right to the Water Supply Bank which you submitted with the transfer application.

The department can not accept the water right into the bank, since you have shown on the application that payment for rental of the right being contingent upon actual rental from the bank is not acceptable to you. Other considerations with respect to leasing a right to the bank are as follows:

1. The monetary return to the water right owner for rental of a right from the bank is \$2.25 per acre-foot of water per year for water that is rented.
2. There is no payment if the right is not rented from the bank.
3. While a right is in the bank, the owner of the right may not use the right even if the right is not rented.
4. A right accepted into the bank stays in the bank until the Board releases it or until the lease term expires.

If you have questions, please feel free to contact me.

Sincerely,

L. GLEN SAXTON, P.E.
Chief, Water Allocation Bureau

c: IDWR Regional Office

SCANLAN ENGINEERING

Groundwater and Environmental Engineering

RECEIVED

SEP 07 2004

DEPARTMENT OF
WATER RESOURCES

October 10, 2000

Darwin McKay
The Turf Company
6100 South Eagle Road
Meridian, ID 83642

Subject: Water Right Purchases – 63-10666

Dear Darwin:

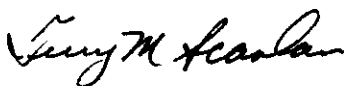
The three water purchases that we have completed over the past year are described below.

1. A 5.0 acre (0.064 cfs) portion of water right 63-10666 was purchased by Developers Diversified Realty, TFCM Associates, and Hermes Associates and "retired" as mitigation for water right permit 63-12513. The permit was approved on June 8, 2000. The permit is for supplemental irrigation at the Family Center at Meridian Project on Eagle Road. A copy of the purchase agreement is provided as Attachment A. I don't have a copy of the signed water right change of ownership form, but I assume that it was submitted. If not, I will arrange to have the form submitted.
2. A 1.5 acre (0.020 cfs) portion of water right 63-10666 was purchased by the LDS Church and transferred to a site on Black Cat Road by transfer No. 5739. The transfer split the water right into 63-10666A for the McKay and 63-10666B for the LDS. The transfer was approved on July 17, 2000. The water right change of ownership form is enclosed along with a copy of the purchase agreement as Attachment B.
3. A 1.0 acre (0.013 cfs) portion of water right 63-10666A was purchased by the LDS Church and "retired" on September 19, 2000 as mitigation for a pending application for permit that was submitted to the Idaho Department of Water Resources on September 19, 2000. The pending application for permit is for supplemental irrigation at a project on Locust Grove Road. The water right change of ownership form is enclosed along with a copy of the purchase agreement as Attachment C.

Based on the above purchases, water right 63-10666A should now consist of 0.743 cfs for irrigation of 58.5 acres.

Please contact me with any questions.

Sincerely,



Terry M. Scanlan, P.E., P.G.

Attachment A

ORIGINAL

WATER RIGHT PURCHASE AGREEMENT

This Water Right Purchase Agreement is made this 5th day of ~~March~~ ^{April/May}, 2000, between L. Darwin McKay, a single person, hereinafter referred to as "Seller", and TFCM Associates, LLC, a Utah limited liability company, Hermes Associates, Ltd., a Utah limited partnership and Developers Diversified Realty Corp., an Ohio corporation, herein collectively referred to as "Buyer".

WHEREAS, Seller owns as his sole and separate property a groundwater right evidenced by license 63-10666 ("Water Right"); and

WHEREAS, Buyer wishes to purchase a portion of the groundwater right, without the associated lands or appurtenances; and

WHEREAS, the parties have reached agreement on the terms and conditions thereof;

NOW, THEREFORE, in and for the consideration hereinafter recited, Seller and Buyer agree as follows:

1. **Sale of Rights.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller a 5-acre portion of Water Right that has been used to irrigate the land located in the NE 1/4 of the NW 1/4 of Section 21, T3N, R1E, Ada County, Idaho, according to the terms and conditions hereinafter set forth.

2. **Quantity.** Seller covenants, warrants and agrees that the 5-acre portion of Water Right, if sold to the Buyer, shall include 0.064 cfs and 22.5 acre feet per annum.

3. **State of Title.** Seller warrants that the said Water Right is a valid water right free from all encumbrances or claims, that it is the sole and separate property of Seller and that Seller will warrant and defend the same from any and all lawful claims whatsoever.

4. **Corrective Action and Transfer.** At Buyer's own expense Buyer shall expeditiously undertake to transfer and otherwise change the acquired Water Right so that it may be used as mitigation for Buyer's pending application for permit No. 63-12513 and transferred to Buyer. Seller shall cooperate with Buyer in that transfer or change.

5. **Condition of Transfer.** Seller recognizes and agrees that Buyer has agreed to purchase the water right only on the condition that the parties can successfully transfer or otherwise change the water right so that it may be used as mitigation for Buyer's pending application for permit No. 63-12513.

6. **Limitation of Term.** If the Buyer is unsuccessful in gaining approval for the Application For Transfer of the portion of the Water Right being acquired hereunder to Buyer,

from the Department of Water Resources within twelve months (12) from the date of this agreement, then this Agreement shall terminate and become void, unless Seller opts to extend for a period of six (6) months. If this Agreement becomes void, Buyer's interest in the Water Right shall be terminated.

7. **Purchase Price and Payment.** Buyer shall pay to Seller as consideration for that portion of the Water Right being acquired under this Agreement the sum of Ten Thousand and no/100ths Dollars (\$10,000) which shall be delivered to the Seller. Buyer will escrow the Ten Thousand Dollars (\$10,000) within fifteen (15) days of the execution of this Agreement by both parties with Cumer L. Green, Green Law Offices, Boise, Idaho.

8. **Entire Agreement.** This Agreement contains the entire understanding of the parties. Any changes or modification to the Agreement must be in writing signed by both parties.

9. **Governing Law.** This Agreement shall be interpreted according to and governed by the laws of the State of Idaho.

10. **Heirs, Successors and Assigns.** This Agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

11. **Notices.** Any notice or demand given under the terms of this Agreement shall be deemed given and delivered on the date when personally delivered or, if mailed, the date the same is deposited in the United States mail, in a sealed envelope, by registered mail or certified mail, return receipt requested, postage prepaid, and properly addressed. Until changed by notice in writing, notices, demands and communications shall be addressed as follows:

"Seller"

L. Darwin McKay
6100 S. Eagle Road
Meridian, ID 83642

"Buyer"

TFCM Associates, LLC, a Utah limited liability company
Hermes Associates, Ltd., a Utah limited partnership
Developers Diversified Realty Corp., an Ohio corporation
3300 Enterprise Parkway
Beachwood, OH 44211

L. DARWIN McKAY

L. Darwin McKay

Date: 05-04-00

TECM ASSOCIATES, LLC., a Utah
Limited Liability Company

HERMES ASSOCIATES, LTD., a Utah
Limited Partnership

DEVELOPERS DIVERSIFIED
REALTY, CORP., a Utah Corporation

By _____

Title _____

Date: _____

STATE OF IDAHO)

County of Ada)

On this 4 day of ^{May}~~February~~, 2000, before me, a notary public for said state,
personally appeared L. Darwin McKay, known or identified to me as the person who executed
the within instrument.

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

[Signature]
Notary Public for Idaho

Residing at ampa Id

My commission expires 07-24-02

~~STATE OF _____)~~

~~County of _____)~~

On this _____ day of February, 2000, before me, a notary public for said state, personally appeared _____, known or identified to me as the person who executed the within instrument as the _____ on behalf of TFCM Associates, LLC., a Utah limited liability company, Hermes Associates, Ltd., a Utah limited partnership, and Diversified Developers Realty Corp. an Ohio corporation.

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

Notary Public for _____
Residing at _____
My commission expires _____

TFCM ASSOCIATES, LLC
a Utah limited liability company
By DDR Family Centers LP
Its Member Manager
By DDR DownREIT LLC
Its General Partner
By Developers Diversified Realty Corporation
Its Managing Member

By: Juan U. Allgood
Juan U. Allgood, Vice President

STATE OF OHIO)
)SS
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared Juan U. Allgood,
____ Vice President of Developers Diversified Realty Corporation, Managing Member of DDR DownREIT LLC,
General Partner of DDR Family Centers LP, the Member Manager of TFCM Associates, LLC, the limited liability company
which executed the foregoing instrument, who acknowledged that he/she did execute the foregoing instrument on behalf of said
limited liability company and the same is his/her free and voluntary act and deed as _____ Vice President of Developers
Diversified Realty Corporation, Managing Member of DDR DownREIT LLC, General Partner of DDR Family Centers LP, the
Member Manager of said limited liability company and is the free act and deed of said limited liability company for the uses and
purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Beachwood, Ohio, this 15th day of
May, 2000.

Paula Jones
Notary Public
PAULA JONES, Notary Public
State of Ohio, Cuyahoga County
My Commission Expires Jan. 11, 2004

HERMES ASSOCIATES, LTD.

a Utah limited partnership

By DDR Family Centers LP

Its General Partner

By DDR DownREIT LLC

Its General Partner

By Developers Diversified Realty Corporation

Its Managing Member

By: Joan U. Allgood
Joan U. Allgood Vice President

STATE OF OHIO)
)SS
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared Joan U. Allgood, Vice President of Developers Diversified Realty Corporation, Managing Member of DDR DownREIT LLC, General Partner of DDR Family Centers LP, the General Partner of Hermes Associates, Ltd., the limited partnership which executed the foregoing instrument, who acknowledged that he/she did execute the foregoing instrument on behalf of said corporation and the same is his/her free and voluntary act and deed as Vice President of Developers Diversified Realty Corporation, Managing Member of DDR DownREIT LLC, General Partner of DDR Family Centers LP, General Partner of said limited partnership and is the free act and deed of said limited partnership for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Beachwood, Ohio, this 15th day of May, 2000.

Paula Jones
Notary Public

PAULA JONES, Notary Public
State of Ohio, Cuyahoga County
My Commission Expires Jan. 11, 2004

DEVELOPERS DIVERSIFIED REALTY CORPORATION
an Ohio corporation

By: Joan U. Allgood
Joan U. Allgood Vice President

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Joan U. Allgood, known to me to be the _____ Vice President of Developers Diversified Realty Corporation, the corporation which executed the foregoing instrument, who acknowledged that he/she did sign and seal the foregoing instrument for and on behalf of said corporation being thereunto duly authorized by its Board of Directors that the same is his/her free act and deed as such officer and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Beachwood, Ohio this 15th day of May, 2000.

Paula Jones
Notary Public
PAULA JONES, Notary Public
State of Ohio, Cuyahoga County
My Commission Expires Jan. 11, 2004

Attachment B

STATE OF IDAHO

IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): 63-10666
Adjudication Claim No(s): _____
2. The following **REQUIRED** information must be submitted with this form:
 - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - AND
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)
 - OR
 - C. If your water right or adjudication claim 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 L. Darwin McKay
3220 E. Lake Hazel Road, Meridian, ID 83642
4. New Owner/Claimant(s) Church of Jesus Christ of Latter-Day Saints
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address 2710 Sunrise Rim
City, State and ZIP Code Boise, ID 83705
New Telephone Number (208) 342-2735
5. Date you acquired the property _____
6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below **only if the water right(s) or claim(s) need to be split between owners.** If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

Number of acres you irrigate with this water right	<u>1.5</u>	Number and type of stock
Diversion rate in CFS	<u>0.02</u>	Number of homes you acquired _____ Other uses _____

7. Signature of New Owner(s) or Claimant(s) *[Signature]* for Corp of Pres. L.D.S. Church
Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

This Water Right Sale and Purchase Agreement (the "Agreement") is made this 20 day of April 2000, between and among L. Darwin McKay, whose address is 6100 South Meridian Road, Meridian, Idaho 83642 ("Seller") and Church of Jesus Christ of Latter-Day Saints, whose address is The Church of Jesus Christ of Latter-Day Saints, Physical Facilities Office, 2710 Sunrise Rim Road, Boise, ID 83705 ("Buyer").

WITNESSETH:

WHEREAS, Seller owns a groundwater right evidenced by license 63-10666;

WHEREAS, Buyer wishes to purchase a portion of the groundwater right, but not the associated lands or appurtenances thereto; and

WHEREAS, the parties have reached Agreement on the terms and conditions of such sale and purchase;

NOW, THEREFORE, Seller and Buyer agree as follows:

1. **Purchase Price.** Seller agrees to sell to Buyer for \$3,000 a 1.5-acre portion of water right 63-10666, said water right to be removed from lands located in Ada County, Idaho, and more particularly described as:

NE ¼ of the NW ¼ of Section 21, T3N, R1E, B.M.

2. **Seller's Warranties.**

- a. Seller agrees that the 1.5-acre portion of water right 63-10666, if sold to the Buyer, shall include 0.02 cfs and 6.75 acre feet of water per annum.
- b. Seller further warrants that the said water right is a valid water right free from all encumbrances, and that Seller will warrant and defend the same from all lawful claims whatsoever.

3. **Transfer by Buyer.** Buyer at his own expense shall undertake to transfer the acquired water right to lands owned by the Buyer located in Ada County, Idaho, and more particularly as:

SE ¼ of the SE ¼ of Section 4, T3N, R1W, B.M.

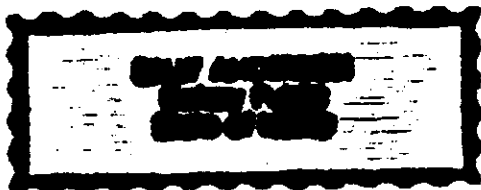
4. **Sale Based on Right to Transfer.** Seller recognizes and agrees that Buyer has agreed to purchase the water right only on the condition that the Buyer can successfully transfer the water right to Buyer's property. If Buyer is unsuccessful in gaining approval of the water right transfer within six months of the date of this

Acknowledgment:

STATE OF IDAHO)
) ss.
County of Ada)

On this 20 day of April 2000, before me, a notary public for said state, personally appeared L. Darwin McKay, known or identified to me as the person who executed the within instrument.

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

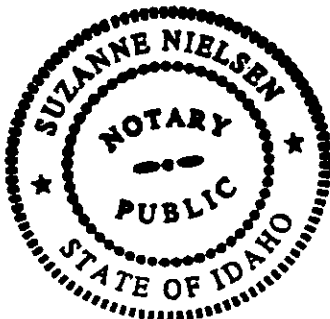


Sally Anderson
Notary Public for Idaho
Residing at: 10541 Overland Rd Boise 83709
My commission expires: 04/24/06

STATE OF IDAHO)
) ss.
County of Ada)

On this 15th day of March 2000, before me, a notary public for said state, personally appeared John Koudelka, known or identified to me as the person who executed the within instrument.

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



Suzanne Nielsen
Notary Public for Idaho
Residing at: Boise, Idaho
My commission expires: 01-15-05

Agreement, then this Agreement may be voided upon written request of either party, and no payment shall be due from Buyer to Seller for water rights described herein.

5. **Payment of Purchase Price.** In the event Buyer is successful in gaining approval as set forth in paragraph 4 above, payment of purchase price shall be delivered by the Buyer to the Sellers within ten days of said approval.
6. **Entire Agreement.** This Agreement contains the entire understanding of the parties. Any changes or modification to the Agreement must be in writing signed by both parties.
7. **Attorney Fees.** If either party shall fail to comply with the terms of the Agreement, the non-breaching party shall send written notice and provide a reasonable opportunity to cure, but not less than ten (10) days. If the breach is not cured within the time allowed, the breaching party agrees to pay all attorney's fees and costs incurred by the non-breaching party. If suit is filed to interpret or enforce this Agreement, the unsuccessful party to such litigation agrees to pay the prevailing party all costs and expenses, including attorney's fees, incurred by the prevailing party whether incurred in district court, on appeal, or in bankruptcy court.

Seller

L. Darwin McKay

By L. Darwin McKay

Title Owner

Date April 20, 2000

Buyer

**Church of Jesus Christ of
Latter-Day Saints**

By John Koudelka

Title Project Manager

Date 3/15/2000

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

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

Water Right No(s): 63-10666

Adjudication Claim No(s): _____

The following **REQUIRED** information must be submitted with this form:

A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

AND

B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)

OR

C. If your water right or adjudication claim 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**.

Name and Address of Former
Owner/Claimant

L. Darwin McKay

6100 South Eagle Road, Meridian, ID 83642

New Owner/Claimant(s)

Church of Jesus Christ of Latter-Day Saints

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

2710 Sunrise Rim

City, State and ZIP Code

Boise, ID 83705

New Telephone Number

(208) 342-2735

Date you acquired the ^{water right}
~~property~~

9/19/2000

Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below only if the water right(s) or claim(s) need to be split between owners. If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

Number of acres you irrigate with this water right 1.0 Number and type of stock _____

Diversion rate in CFS 0.013 Number of homes you acquired _____ Other uses _____

Signature of New Owner(s)
or Claimant(s)

[Signature] for Corp. of Pres. L.D.S. Church

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

Attachment C

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

This Water Right Sale and Purchase Agreement (the "Agreement") is made this 19 day of September 2000, between and among L. Darwin McKay, whose address is 6100 South Eagle Road, Meridian, Idaho 83642 ("Seller") and Church of Jesus Christ of Latter-Day Saints, whose address is The Church of Jesus Christ of Latter-Day Saints, Physical Facilities Office, 2710 Sunrise Rim Road, Boise, ID 83705 ("Buyer").

WITNESSETH:

WHEREAS, Seller owns a groundwater right evidenced by license 63-10666;

WHEREAS, Buyer wishes to purchase a portion of the groundwater right, but not the associated lands or appurtenances thereto; and

WHEREAS, the parties have reached Agreement on the terms and conditions of such sale and purchase;

NOW, THEREFORE, Seller and Buyer agree as follows:

1. **Purchase Price.** Seller agrees to sell to Buyer for \$3,000 a 1.0-acre portion of water right 63-10666, said water right to be removed from lands located in Ada County, Idaho, and more particularly described as:

NE ¼ of the NW ¼ of Section 21, T3N, R1E, B.M.

2. **Seller's Warranties.**

- a. Seller agrees that the 1.0-acre portion of water right 63-10666, if sold to the Buyer, shall include 0.013 cfs and 4.5 acre feet of water per annum.
- b. Seller further warrants that the said water right is a valid water right free from all encumbrances, and that Seller will warrant and defend the same from all lawful claims whatsoever.

3. **Transfer by Buyer.** Buyer at his own expense shall undertake to retire the acquired water right as mitigation for a supplemental irrigation water right permit sought by the Buyer for lands located in Ada County, Idaho, and more particularly as:

NW ¼ of the NW ¼ of Section 20, T3N, R1E, B.M.

4. **Sale Based on Right to Transfer.** Seller recognizes and agrees that Buyer has agreed to purchase the water right only on the condition that the Buyer can successfully utilize the water right for mitigation of the Buyer's Application for Permit. If Buyer is unsuccessful in gaining approval of the water right permit within six months of the date of this Agreement, then this Agreement may be voided upon

written request of either party, and the Seller agrees to refund payment for water rights described herein.

5. **Payment of Purchase Price.** The Buyer shall deliver payment of purchase price to the Seller within 30 days of signing of this Agreement.
6. **Entire Agreement.** This Agreement contains the entire understanding of the parties. Any changes or modification to the Agreement must be in writing signed by both parties.
7. **Attorney Fees.** If either party shall fail to comply with the terms of the Agreement, the non-breaching party shall send written notice and provide a reasonable opportunity to cure, but not less than ten (10) days. If the breach is not cured within the time allowed, the breaching party agrees to pay all attorney's fees and costs incurred by the non-breaching party. If suit is filed to interpret or enforce this Agreement, the unsuccessful party to such litigation agrees to pay the prevailing party all costs and expenses, including attorney's fees, incurred by the prevailing party whether incurred in district court, on appeal, or in bankruptcy court.

Seller
L. Darwin McKay

By L. Darwin McKay
Title Owner
Date 9/19/2000

Buyer
**Church of Jesus Christ of
Latter-Day Saints**

By [Signature]
Title Repit Manager
Date 9/19/2000

Acknowledgment:

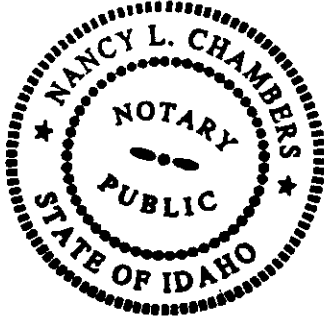
STATE OF IDAHO)

) ss.

County of Ada)

On this 19 day of Sept 2000, before me, a notary public for said state, personally appeared L. Darwin McKay, known or identified to me as the person who executed the within instrument.

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



Nancy L. Chambers
Notary Public for Idaho
Residing at: Meridian, Idaho
My commission expires: 3-21-2006

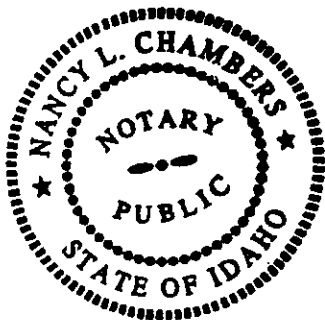
STATE OF IDAHO)

) ss.

County of Ada)

On this 19 day of Sept 2000, before me, a notary public for said state, personally appeared John Koudelka, known or identified to me as the person who executed the within instrument.

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



Nancy L. Chambers
Notary Public for Idaho
Residing at: Meridian, Idaho
My commission expires: 3-21-2006