

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

RECEIVED
 DEC - 6 2004
 DEPARTMENT OF
 WATER RESOURCES

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, 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>65-00718</u>	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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) are 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)
STATE OF IDAHO
DEPT OF LANDS
954 W. JEFFERSON
PO BOX 83720
BOISE ID 83720-0050
4. New Owner/Claimant(s)
 New Mailing Address
STATE OF IDAHO
DEPT OF PARKS & RECREATION
STATEHOUSE MAIL
PO BOX 83720
BOISE ID 83720-0065
- City, State and ZIP Code
- New Telephone Number
(208) 334-4199
5. Date you acquired the property
13 JULY 2000

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) DEVELOPMENT ENGINEER

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 <u>AM</u>	Date <u>12-10-04</u>	Fee <u>\$25.00/xk</u>	
Received by <u>AM</u>	Date <u>12-10-04</u>	Receipt No <u>CD96032</u>	
Processed by _____	AJ Date _____	WR _____	Date _____

EXCHANGE AGREEMENT

THIS AGREEMENT entered into this 13th day of July, 2000 by and between the IDAHO DEPARTMENT OF LANDS (hereinafter referred to as "IDL"), and the IDAHO DEPARTMENT OF PARKS AND RECREATION (hereinafter referred to as "IDPR").

WHEREAS, IDPR has received direction and funding from the Idaho Legislature, pursuant to Idaho Code §58-507 to expand the boundaries of Ponderosa State Park near McCall, Idaho (Ponderosa Park) through acquisition of three (3) parcels of state endowment land, which are adjacent to Ponderosa State Park comprising 56.396 acres, more or less, (hereinafter referred to as the "ENDOWMENT LAND") administered by IDL, and more accurately described in Attachment A; and

WHEREAS, IDL has identified certain private timber lands, which IDL wishes to acquire and which IDL believes will result in greater long term financial returns to the endowment beneficiaries than are currently generated from the ENDOWMENT LAND; and

WHEREAS IDL and IDPR anticipate that the private lands currently identified by IDL will not be of sufficient value to accomplish an exchange of the entire ENDOWMENT LAND described in Attachment A. IDL and IDPR intend that the terms of this Agreement govern the exchange of additional private lands to be acquired by IDPR (hereinafter, the private lands, both those currently identified by IDL, and those to be identified later, are referred to generically as "PRIVATE LAND") until such time as the entire ENDOWMENT LAND has been exchanged for lands of equivalent value, or this Agreement is terminated or modified by the parties; and

WHEREAS, IDL desires to acquire the PRIVATE LAND, and desires to dispose of the ENDOWMENT LAND, subject to approval by the State Board of Land Commissioners, through a land exchange so as to further the state's management and use of state lands for the benefit of endowed institutions in accordance with ID Const. Art. 9, § 8, the Idaho Admissions Bill, § 5 (b) and Idaho Code § 58 - 138; and

WHEREAS, IDL and IDPR have entered into a Memorandum of Understanding between Idaho Department of Lands and Idaho Department of Parks and Recreation dated December 17, 1998 and incorporated herein as Attachment B; and

WHEREAS, IDPR intends to purchase the PRIVATE LAND and exchange it with IDL for the ENDOWMENT LAND, or in lieu of a direct acquisition of the private land, IDPR may enter into an agreement with the Idaho State Building Authority (Building Authority), for the Building Authority to provide some or all of the ENDOWMENT LAND for IDPR pursuant to the Building Authority's statutory purpose of providing facilities for State Government, and in such event,

IDPR will assign some or all of its rights to exchange hereunder to the Building Authority such as to allow the Building Authority to acquire some or all of the PRIVATE LAND and exchange the PRIVATE LAND for ENDOWMENT LAND under the terms of this Agreement (references herein to IDPR and the rights of IDPR hereunder shall include the Building Authority as the potential assignee of IDPR).

NOW THEREFORE, in full and complete consideration of the promises contained herein, the parties hereto agree, subject to final approval by the State Board of Land Commissioners (Land Board), as follows:

- A. IDPR and IDL will verify that the PRIVATE LANDS are acceptable for exchange through valuation of the land, timber and any improvements, as well as structural and environmental inspection of the lands and any improvements. IDPR, with assistance from IDL, will attempt to negotiate purchase terms for each parcel of acceptable private lands based upon the valuation thereof. After acquisition, IDPR and IDL shall exchange those portions of the ENDOWMENT LAND and the PRIVATE LAND which IDPR is able to acquire, of equivalent value as determined by valuation of the land, timber and any improvements, and negotiation of the parties as described in this Exchange Agreement.
- B. It is understood and agreed that, with the approval of the Land Board, the exchange contemplated hereunder may be accomplished in stages such that when IDPR acquires title to one or more parcels of the PRIVATE LAND, IDPR AND IDL, may effect an exchange of such parcel or parcels for a portion of the ENDOWMENT LAND of equivalent value, with the remainder of the ENDOWMENT LAND remaining in the ownership of IDL pending further exchange or exchanges. Title to the ENDOWMENT LAND may be conveyed as fee title to a specifically identified parcel of the ENDOWMENT LAND of equivalent value to the exchanged PRIVATE LAND, or at the option of IDL, such title may be in the form of an undivided joint interest in the ENDOWMENT LAND, or a specifically identifiable portion thereof, where such undivided joint interest is of equivalent value to the exchanged PRIVATE LAND.
- C. Exchange of any parcels of PRIVATE LAND for portions of the ENDOWMENT LAND shall be subject to prior approval of the Land Board. To the extent each such additional parcel is primarily timber ground, the exchange terms set forth in this agreement for the identified PRIVATE LAND shall apply. To the extent any such additional parcel is other than primarily

timber ground, additional exchange terms as necessary shall be negotiated between the parties, such as the following terms for improved commercial real property:

The State of Idaho may take title to improved property subject to any existing Tenant Leases specifically agreed to in writing by IDL. IDPR shall provide the State with executed Estoppel Agreements and executed Subordination, Nondisturbance and Attornment Agreements signed by each such Tenant in forms acceptable to IDL.

A building inspection of any improvements shall be completed, and a report setting forth the results of such inspection (the "Building Inspection Report") shall be presented to the parties prior to any exchange. The cost of such inspection shall be born by IDPR. The inspection shall be conducted by an independent third party specializing in commercial building inspections and under contract with IDL. The inspection shall include, but is not limited to, inspections of the roofs, plumbing, HVAC, electrical, structural, elevators, site drainage, Americans With Disabilities Act (ADA) compliance, building code compliance, and testing for environmental conditions, such as, asbestos, lead, radon and water. A written report of all findings of any inspection(s) shall be delivered to IDL and IDPR, and provided to the appraiser for adjustment of the appraisal. Any legally mandated repairs, remediation, construction or alterations identified in any inspection, shall be completed at no cost to IDL, prior to closing, unless otherwise agreed in writing by the parties. Action to be taken on any other repairs, remediation, construction or alterations identified in the inspection shall be subject to negotiation between IDPR and IDL. IDL shall have the option, subject to the foregoing requirement of a writing, to agree to forego any such repair, remediation, alteration or construction, and in such event IDL shall have the right to instruct the appraiser to adjust the fair market value of the properties accordingly. In the event IDL does not agree to forego a particular repair, remediation, alteration or construction identified by an inspection, including any legally mandated repairs, remediation, construction or alterations, IDPR's sole remedy, if IDPR is unable or unwilling to effect such repair, remediation, alteration or construction, shall be to terminate the exchange, in which event IDPR shall remain responsible for its share of the costs incurred under this Agreement, including costs which otherwise would have been paid by IDPR out of closing proceeds.

- D. IDL will prepare the timber cruise plan and cruise instructions for a cruise for PRIVATE LAND to be acquired as timber ground.
- E. IDL will administer the timber cruise and conduct the check cruise to ensure cruising accuracy.
- F. IDPR will pay any timber cruise contractor, where one is used, when the cruise has been determined to be satisfactory.
- G. IDL shall contract for appraisal of the PRIVATE LAND in accordance with IDL standard procedures and state law in the event an IDL staff appraisal is unacceptable to the owner of PRIVATE LAND. Contract appraiser(s) shall be state certified general appraisers and

acceptable to IDL and IDPR. The appraiser(s) shall have experience appraising commercial timberland. Unless otherwise agreed in writing by the parties, IDPR shall pay the full cost of appraisals for all lands included in the land exchange. The appraisal(s) shall be self-contained appraisal report(s) reflecting the fair market value of the lands to be appraised based on the highest and best use of the lands. IDL shall prepare the appraisal instructions to be reviewed by IDPR. The completed appraisals for all land involved in the exchange shall be reviewed by IDL and IDPR and must be approved and accepted by IDL.

- H. IDL shall contract with Knipe and Knipe, Inc. to update the April 17, 1998 appraisals for the ENDOWMENT LAND.
- I. IDPR shall provide IDL with a preliminary title report showing the condition of the title to the PRIVATE LAND.
- J. IDL shall, at closing, convey good and marketable title by a State of Idaho Deed together with a Certificate of Title to IDPR which shows the historical ownership record and any known encumbrances on the ENDOWMENT LAND included in this exchange.
- K. IDPR shall convey PRIVATE LAND to IDL by Warranty Deed together with a policy of title insurance insuring title in the PRIVATE LAND in IDL subject only to those exceptions and encumbrances as are acceptable to IDL.
- L. IDL shall complete, at IDL's sole cost, an environment site assessment for each parcel of the PRIVATE LAND. IDPR shall complete, at IDPR sole cost, environmental site assessments of the ENDOWMENT LAND. Any "hazardous substance", as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. Section 6901, et seq., including "hazardous waste", as defined in 42 U.S.C. Section 6903, "petroleum", as defined in 42 U.S.C. Section 6991, and "underground storage tanks", as defined in 42 U.S.C. Section 6991, which are discovered on the PRIVATE LAND or ENDOWMENT LANDS shall be removed and all contamination remedied by owner of record prior to closing of the transaction contemplated by this Agreement, except as may be otherwise agreed upon by the parties. Any removal and remedial action shall be conducted and completed in accordance with all applicable federal, state, and local laws and regulations. In the event a party is unable or unwilling to remove such substance and

remedy any corresponding contamination, the sole remedy to either party shall be to terminate the exchange of the corresponding parcels, in which event each party shall remain responsible for its share of the costs incurred under this Agreement.

- M. Prior to closing of an exchange, all risk of loss shall remain with the party holding title to the property as of the time of occurrence of any such loss. In addition, should the properties be materially damaged by fire or other cause prior to closing, this agreement shall be voidable at the option of IDL.
- N. The parties agree to execute any and all documents necessary to meet the intent of this Agreement as may be required by the closing agent, escrow agent or otherwise. The covenants, promises, or warranties provided by either party to the other herein shall survive the closing.
- O. IDL and IDPR shall jointly prepare escrow instructions. The agreed upon instructions shall be incorporated by reference herein as if fully set forth in this Agreement. Pursuant to Idaho Code §58-507, IDPR will pay the costs of closing.
- P. Neither party shall record this Agreement or any copy hereof without the express written consent of the other parties.
- Q. The parties hereto do not intend that any persons or entities other than the parties hereto, and their successors and assigns, shall have any rights or remedies hereunder, other than to the extent specifically assigned in writing. The parties hereto specifically disclaim any intent to bestow any enforceable benefit upon any third parties as against the parties hereto. Any benefit accruing to any such third party as the result of the execution of this Agreement is merely coincidental and no such third party may rely on receiving such benefit.
- R. This Agreement may be modified in writing by mutual agreement of the parties prior to closing and any such modifications shall be attached hereto as attachments and incorporated herein by reference.

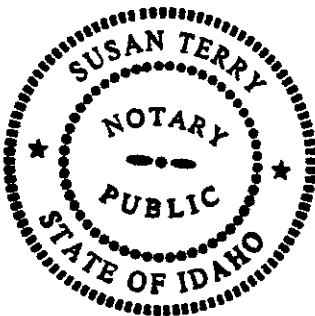
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

Stanley F. Hamilton
STANLEY F. HAMILTON, Director
Idaho Department of Lands

Yvonne S. Ferrell
YVONNE S. FERRELL, Director
Idaho Department of Parks and Recreation

STATE OF IDAHO)
 (ss.
County of Ada)

On this 11th day of July, 2000, before me, a Notary Public in and for the State of Idaho, personally appeared **STANLEY F. HAMILTON**, known to me to be the Director of the State of Idaho, Department of Lands, and acknowledged to me that he executed the within instrument.



Susan Terry
Notary Public
Residing at: Nampa Idaho
My Commission expires: 8.30.05

STATE OF IDAHO)
 (ss.
County of Ada)

On this 13th day of July, 2000, before me, a Notary Public in and for the State of Idaho, personally appeared **YVONNE S. FERRELL**, known to me to be the Director of Idaho Department of Parks and Recreation, and acknowledged to me that she executed the within instrument.

Brenda M. Pettit
Notary Public
Residing at: Boise Idaho
My Commission expires: 9/19/2000

**ATTACHMENT A
ENDOWMENT LAND OFFERED FOR EXCHANGE**

LEGAL DESCRIPTIONS

1. NAZARENE CHURCH CAMP

Township 19 North, Range 3 East, B.M.

Acres

Section 34: Parts of Government Lot 7 more specifically Lots 39, 40, 41, 42, 43, 44 and a Reserved Lot, west Peninsula Lots. Larger parcel boundaries are Identified specifically per Record of Survey 151135, August 1986

2.827

2. WHITESEL PARCEL

Township 19 North, Range 3 East, B.M.

Section 34: Parts of Government Lot 7

0.354

3. LAKEVIEW VILLAGE

Township 18 North, Range 3 East, B.M.

Section 4: A parcel of land situate in Government Lots 1 and 2, more particularly described as follows: Commencing at a brass cap marking the $\frac{1}{4}$ corner common to Sections 3 and 4, T18N, R3E, B.M., City of McCall, Valley County, Idaho, the REAL POINT OF BEGINNING: Thence S00°08'35"W, 1,325.17 feet to an aluminum cap marking the South $\frac{1}{16}$ corner common to said Sections 3 and 4; thence N89°54'56"W, 969.71 feet along the south boundary of said Government Lot 2 to an aluminum cap marking the southeast corner of Parcel A as shown on that particular Record of Survey, Inst. No. 156310 on file in the office of the Recorder of Valley County, Idaho; thence N47°26'15"W, 320.83 feet along the north boundary of said Parcel A to a aluminum cap on the east right-of-way of Davis Avenue; thence 201.47 feet along a non-tangent curve to the left whose long chord bears S17°52'15"W, 199.93 feet, whose radius is 470.00 feet and delta angle is 24°33'36" along said right-of-way to an aluminum cap; thence S16°01'20"W, 27.34 feet to an aluminum cap marking the southwest corner of said Parcel A; thence N89°54'56"W, 49.57 feet to a $\frac{5}{8}$ " rebar marking the southeast $\frac{1}{16}$ corner of said Section 4; thence N89°47'34"W, 185.34 feet to an aluminum cap marking the southeast corner of Parcel B as shown on said Record of Survey; thence N27°14'12"W, 108.36 feet along the boundary of said Parcel B to an aluminum cap; thence N64°37'01"W, 32.93 feet along the boundary of said Parcel B to an aluminum cap; thence S59°10'08"W, 52.65 feet along the boundary of said Parcel B to an

aluminum cap; thence N05°52'51"E, 165.03 feet along the east boundary of Parcels D and E, said Record of Survey to an aluminum cap; thence N68°45'54"W, 28.12 feet along the boundary of said Parcel E to an aluminum cap; thence S69°05'22" W, 57.43 feet along the boundary of said Parcel E to an aluminum cap; thence N60°58'28"W, 53.28 feet along the boundary of said Parcel E to a point; thence S80°51'04"W, 13.01 feet along the boundary of said Parcel E to an aluminum cap; thence N06°57'20"W, 55.52 feet along the high water mark of Payette Lake; thence N06°32'25"E, 40.84 feet along said high water mark; thence N02°58'44"E, 218.38 feet along said high water mark; thence N15°34'43"W, 56.42 feet along said high water mark; thence N01°08'26"E, 165.40 feet along said high water mark; thence N06°16'08"W, 260.10 feet along said high water mark; thence N01°22'05"W, 157.97 feet along said high water mark; thence N18°33'55"E, 51.13 feet along said high water mark; thence N50°14'32"E, 161.52 feet along said high water mark; thence N34°21'00"E, 86.87 feet along said high water mark; thence N62°57'30"E, 120.14 feet along said high water mark; thence S42°01'22"E, 2.00 feet to an aluminum cap; thence continuing S42°01'22"E, 42.12 feet to an aluminum cap; thence S57°26'22"E, 239.84 feet to an aluminum cap; thence S33°24'53"E, 279.21 feet to an aluminum cap; thence N88°58'05"E, 482.63 feet to an aluminum cap on the center line of Davis Avenue; thence N34°25'25"E, 601.53 feet along said center line to an aluminum cap; thence N44°12'05"W, 28.48 feet to an aluminum cap; thence N35°58'02"E, 250.90 feet to an aluminum cap; thence S89°57'58"E, 163.10 feet to an aluminum cap; thence S00°02'02"W, 499.98 feet to the Point of Beginning. Bearings based on Record of Survey Inst. No. 156312.

53.215

TOTAL ENDOWMENT ACRES:

56.396

ATTACHMENT B

MEMORANDUM OF UNDERSTANDING

between

IDAHO DEPARTMENT OF LANDS

and

IDAHO DEPARTMENT OF PARKS AND RECREATION

ORIGINAL

**MEMORANDUM OF UNDERSTANDING
BETWEEN IDAHO DEPARTMENT OF LANDS
AND IDAHO DEPARTMENT OF PARKS AND RECREATION**

WHEREAS, the Idaho Department of Lands ("IDL") administers certain state endowment lands located in and around Ponderosa State Park in Valley County, Idaho, more accurately described on Exhibit A, and generally referred to as the Haasch-Whitesel Parcel, the Nazarene Church Camp Parcel, and the Lakeview Village Parcel ("Parcels"); and

WHEREAS, the Idaho Department of Parks and Recreation ("IDPR") currently leases the Lakeview Village Parcel from the Idaho Department of Lands; and

WHEREAS, the IDPR is interested in obtaining ownership of the Parcels through a land exchange or other permissible means of acquisition; and

WHEREAS, the IDL is interested in exchanging the Parcels for other lands in an effort to further the state's management and use of state lands for the benefit of endowed institutions in accordance with Idaho Constitution article 9, section 8, the Idaho Admissions Bill, § 5(b), and Idaho Code § 58-138; and

WHEREAS, the 1998 Idaho Legislature enacted Idaho Code § 58-507, which contemplates an exchange of lands between IDPR and IDL and forms the basis for this Memorandum of Understanding ("MOU"); and

WHEREAS, the IDL and the IDPR desire to enter into this MOU to set forth policies and guidance for the coordination and cooperation of the agencies in accomplishing the acquisition of the above referenced lands by IDPR;

NOW THEREFORE, the IDL and IDPR agree as follows, subject to the final approval of the State Board of Land Commissioners ("Land Board") of any and all land exchanges contemplated herein:

1. IDPR will endeavor to obtain funds sufficient to purchase property of equal value to exchange for the state endowment land. To determine the approximate amount of funding needed, IDPR will use the 1998 appraisal of the state endowment land performed by Knipe & Knipe, Inc.

a. At present IDPR is pursuing financing by the Idaho Building Authority ("IBA") whereby a legislative resolution will be sought and obtained to authorize the issuance of a bond or other similar financial instrument.

b. IBA will use the proceeds of the bond to purchase lands identified by IDL to exchange for the Parcels.

c. IDPR shall enter into an agreement with IBA to lease and manage the Parcels and to pay IBA from IDPR's legislative appropriation to retire the bond, the proceeds of which were used to purchase land to exchange with IDL.

d. IDPR shall receive fee title to the Parcels at such time as the value of the bond has been paid to IBA.

2. IDPR reserves the right to pursue other means of obtaining funds to purchase property to be exchanged with IDL.

3. IDL, in consultation with IDPR, retains the option to exchange the Parcels in a series of land exchanges.

4. IDL shall identify possible lands for IDPR or IBA to purchase and exchange with IDL for the state endowment lands identified herein as soon as practicable.

5. Once land has been identified by IDL to exchange for the Parcels, an appraisal of those lands will be performed. If necessary, an update of the appraisal of the Parcels shall also be performed.

6. Pursuant to Idaho Code § 58-507, IDPR shall pay all costs of any land exchange between IDL and IDPR including, but not limited to surveys, appraisals, advertising costs associated with public hearings, and environmental site assessments. The parties shall work cooperatively to minimize these costs.

7. In the event the IDL does not identify land for IDPR or IBA to purchase for this exchange by January 1, 2000, IDL and IDPR may recommend a reduction in IDPR's lease payment for Lakeview Village to the Land Board. This reduction may be necessary to maintain and protect the endowment asset value until the exchange can be completed.

8. Subject to paragraph 7 of this agreement, the existing state endowment land lease between IDL and IDPR for the Lakeview Village Parcel shall not be affected by this MOU. The lease shall continue under the terms and conditions set out in the lease. If the lease expires during the term of this MOU, IDPR may seek to renew the lease in accordance with state law and administrative rules governing state endowment land leases. Said lease shall automatically terminate upon closing of any exchange to IDPR or IBA involving the Lakeview Village Parcel.

9. State endowment land leases existing upon the effective date of this MOU between IDL and third parties on the other Parcels identified herein shall not be affected by this MOU. The

leases shall continue under the terms and conditions set out in the leases. If any of the leases expire during the term of this MOU, IDL may renew the leases in the ordinary course of its business, and IDL reserves the right to issue other leases on the state endowment land during the term of this MOU. The state endowment land exchanged to IDPR pursuant to this MOU shall be transferred subject to all such leases existing at the time of closing.

10. This MOU may be amended by mutual written consent of IDL and IDPR.

11. This MOU shall terminate upon any of the following events:

a. If IDPR fails to accumulate enough money to effectuate the land exchange(s) herein contemplated within 10 years of the date of this MOU; Provided, however, that IDL and IDPR may renegotiate and renew this MOU prior to its termination.

b. Upon closing of the land exchange(s) contemplated herein.

12. The parties agree that this MOU is not intended to create any third party beneficiary. Nothing in this MOU is construed as creating any rights of enforcement by any person or entity.

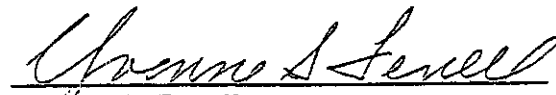
APPROVED:

IDAHO DEPARTMENT OF LANDS


Stanley F. Hamilton
Director

12-16-98
Date

IDAHO DEPARTMENT OF PARKS
AND RECREATION


Yvonne S. Ferrell
Director

12-17-98
Date

EXHIBIT A
LEGAL DESCRIPTIONS

The following legal descriptions are taken from the site descriptions included in the 1998 Knipe & Knipe appraisal. The parcels to be exchanged are as described in said appraisal.

A. HAASCH-WHITESEL PARCEL

Parts of Government Lot 7 in Section 34, Township 19 North, Range 3 East, B.M., Valley County, Idaho, comprising 0.354 acres more or less.

B. NAZARENE CHURCH CAMP PARCEL

Specifically Lots 39-44 and a Reserved Lot, West Side Peninsula Lots, Parts of Government Lot 7 in Section 34, Township 19 North, Range 3 East, B.M., Valley County, Idaho, comprising 2.827 acres more or less.

C. LAKEVIEW VILLAGE PARCEL

~~Parts of Government Lots 1 and 2 in Section 4, Township 18 North, Range 3 East, B.M., Valley County, Idaho, comprising 52.9 acres more or less.~~

**Parks & Recreation
Ownership
Change Map**

65-718

T19N, R03E, S34,
SWSW Lot 7

KOKANEE COVE
AKA Nazarene Church Camp
AKA Victory Cove Church Camp

Legend

● Kokanee Cove Well

November 15, 2004
Map prepared by:
RDH

