

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

RECEIVED
SEP 22 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 (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
63-11382					

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)

CARL AGENBROOK/DANSKIN PROPERTIES, LTD.
608 W. FRANKLIN ST. BOISE, ID 83702

4. New Owner/Claimant(s)

DANSKIN PROPERTIES ASSN. INC

New Mailing Address

410 MS BARBARA WAITE, PRES
315 E. DANSKIN DRIVE

City, State and ZIP Code

BOISE, ID 83716

New Telephone Number

(208) 342-4702

5. Date you acquired the property

April 7, 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) DANSKIN PROPERTIES ASSOC., INC.
(include title if applicable) BY: Barbara Drait, PRESIDENT

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 mm Date 9-22-04 Fee \$ 25.00
 Received by mm Date 9-22-04 Receipt No. 0075240
 Processed by _____ AJ Date _____ WR _____ Date _____

QUIT CLAIM DEED OF WATER RIGHT LICENSE

For value received, Danskin Properties Ltd., an Idaho corporation whose current address is 608 West Franklin Street, Boise, Idaho 83702, does hereby convey, release, remise, and forever quit claim unto Danskin Properties Association, Inc., an Idaho non-profit corporation whose address is c/o Barbara Waite, 315 East Danskin Drive, Boise, Idaho 83716, the following described water right, to wit:

State of Idaho
Department of Water Resources

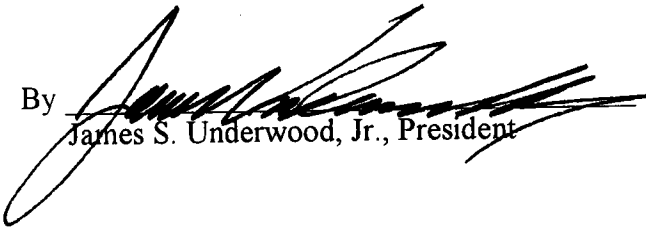
WATER RIGHT LICENSE
Water Right License No. 63-11382

This license is being transferred for the benefit of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, and 18, all in Block One, Danskin Properties Subdivision Number One, according to the plat thereof on file in the Office of the Recorder, Elmore County Courthouse, Mountain Home, Idaho.

DATED this 21st day of September, 2004.

DANSKIN PROPERTIES, LTD.

By

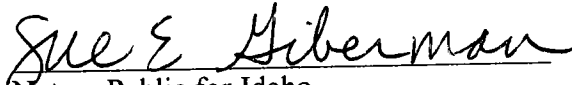

James S. Underwood, Jr., President

STATE OF IDAHO)

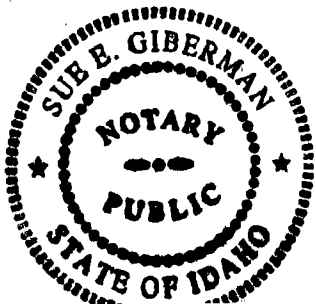
) ss.

County of Ada)

I, the undersigned, a notary public in and for the State of Idaho, do hereby certify that on this 21st day of September, 2004, personally appeared before me James S. Underwood, Jr., who, being by me first duly sworn, declared that he is the President, of Danskin Properties Ltd., that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.


Notary Public for Idaho

My Commission Expires on: 2-25-09



QUITCLAIM DEED

For Value Received CARL S. AGENBROAD and JUDITH A. AGENBROAD, Husband and Wife, and GABLE A RANCH, an Idaho general partnership, do hereby convey, release, remise and forever quitclaim unto DANSKIN PROPERTIES LIMITED, an Idaho corporation, whose current address is Indian Creek Road, Mayfield Stage, Boise, Idaho 83706, the following described premises, to-wit:

IN THE STATE OF IDAHO, COUNTY OF ELMORE

A parcel of land lying in portions of Sections 26 and 27, Township 1 North, Range 4 East, Boise Meridian, Elmore County, Idaho; more particularly described as follows:

Commencing at a Brass Cap marking the corner common to Sections 26, 27, 35 and 34, Township 1 North, Range 4 East, B.M., said point being the REAL POINT OF BEGINNING;

thence, N.89°45'20"W. 1322.48 feet along the section line common to said Sections 27 and 34, to a point;

thence, N.0°09'54"W. 337.00 feet to a point;

thence, N.89°45'20"W. 1323.26 feet to a point;

thence, S.0°17'48"E. 337.00 feet to a point on said section line common to Sections 27 and 34;

thence, N.89°45'20"W. 757.70 feet along said section line, to a point;

thence, leaving said section line N. 52°23'12"W. 1129.02 feet along the centerline of Old Highway 30, to a point of curve;

thence, along a curve to the left 123.63 feet, said curve having a delta of 6°54'38", a radius of 1025.00 feet, tangents of 61.89 feet and a long chord of 123.56 feet which bears N.55°50'31"W. to a point of reverse curve;

thence, along a curve to the right 125.71 feet, said curve having a delta of 1°09'01", a radius of 6261.55 feet, tangents of 62.86 feet and along chord of 125.71 feet which bears N.59°52'21"W. to a point of tangent;

thence, N.60°26'51"W. 554.04 feet to a point;
 thence, leaving said centerline of the Old Highway 30,
 N.28°25'20"W. 30.00 feet to a point;
 thence, S. 61°34'40"E. 69.56 feet to a point of curve;
 thence, along a curve to the left 552.39 feet, said
 curve having a delta of 41°38'39", a radius of 760.00
 feet, tangents of 289.03 feet and a long chord of
 540.31 feet which bears S.82°23'59"E. to a point of
 tangent;
 thence, N.76°46'41"E. 1397.46 feet to a point of
 curve;
 thence, along a curve to the left 470.68 feet, said
 curve having a delta of 57°22'42", a radius of 470.00
 feet, tangents of 257.20 feet and a long chord of
 451.25 feet which bears N.48°05'20"E. to a point of
 tangent;
 thence, N.19°23'59"E. 1049.30 feet to a point;
 thence, N.89°43'11"W. 324.44 feet to a point;
 thence, N. 0°17'48"W. 1314.48 feet to a point;
 thence, S. 89°44'16"E. 1331.56 feet to a point;
 thence, S. 0°09'54"E. 1872.36 feet to a point;
 thence, N. 58°18'42"E. 3116.78 feet to a point;
 thence, S. 0°00'49"E. 3707.62 feet to a point on the
 section line common to said Sections 26 and 25 ;
 thence, S.89°36'15"W. 1324.60 feet along said section
 line to the REAL POINT OF BEGINNING, said parcel
 contains 324.93 acres, more or less.
 Subject to any restrictive covenants and easements of
 record or in use;

together with their appurtenances.

DATED: December 26th, 1991.

Carl S. Agenbroad
 Carl S. Agenbroad

Judith A. Agenbroad
 Judith A. Agenbroad

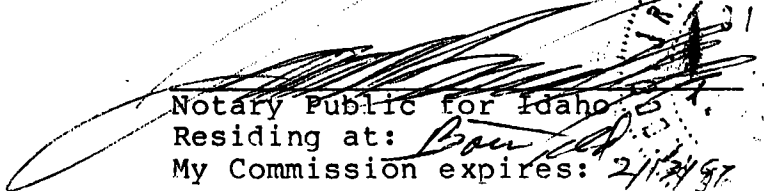
GABLE A RANCH

By Carl S. Agenbroad
 Carl S. Agenbroad, Partner

By Judith A. Agenbroad
 Judith A. Agenbroad, Partner

STATE OF IDAHO)
) ss.
County of Ada)

On this 20th day of December, 1991, before me, a notary public in and for the said State, personally appeared CARL S. AGENBROAD and JUDITH A. AGENBROAD, Husband and Wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

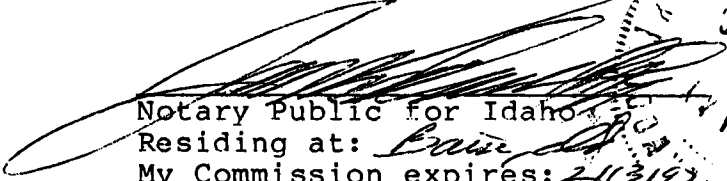

Notary Public for Idaho
Residing at: Bonad
My Commission expires: 2/1/92

STATE OF IDAHO)
) ss.
County of Ada)

On this 26th day of December, 1991, before me, a notary public in and for the said State, personally appeared CARL S. AGENBROAD and JUDITH A. AGENBROAD, known or identified to me to be partners in the partnership of GABLE A RANCH, and subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.

266785

STATE OF IDAHO)
) ss.
County of Elmore)


Notary Public for Idaho
Residing at: Bonad
My Commission expires: 2/1/92

I hereby certify that this instrument was filed for record at the request of Underwood & Steele Ltd at 04 minutes past 11:00 o'clock A.M this 3 day of December, 1991, in my office, and duly recorded in Book January of Deeds at Page .

Fee \$19.00

Dolores Robinson
Ex-Officio Recorder
By Mark A. Becker
Deputy

Quit Claim Bill of Sale

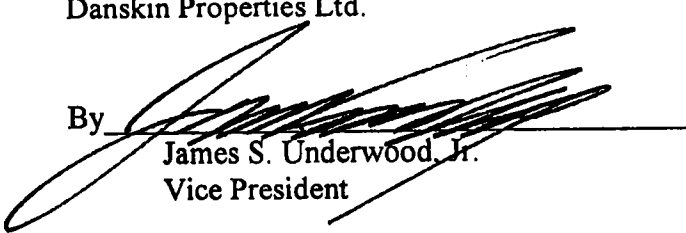
Danskin Properties Ltd., an Idaho corporation, (hereinafter "Danskin Properties") for good and sufficient consideration, including the sum of One Dollar (\$1.00) receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, quit claim, and deliver, without warranty except as stated herein, unto Danskin Properties Association, Inc., an Idaho not-for-profit corporation, Grantee, (hereinafter "Association") certain equipment comprising the Danskin Properties Water System including, but not limited to the following: a pump located in the main water supply well, together with all electrical wiring and controls and all pumps, valves, tanks, delivery and distribution pipelines, the pump house enclosing a water storage tank, the system pressurization pumps, pressure tanks and electrical controls, to said Association.

Danskin Properties hereby covenants with the Grantee that it is the owner of all of the said equipment being transferred herewith and that no security interests have been granted to any party.

The effective date of this transfer by Quit Claim Bill of Sale is April 7th in the year 2000.

Danskin Properties Ltd.

By


James S. Underwood, Jr.
Vice President

316330

James Underwood Jr
Time 9:00 A.M.
Date July 1, 1999
GAIL L. BEST, Recorder
By [Signature] Deputy
Fee \$12.00

WELL SITE LEASE AND ACCESS EASEMENT

THIS AGREEMENT is entered into by and between Danskin Properties Limited, a corporation (hereinafter referred to as "Lessors"), and Danskin Properties Association Incorporated, a not-for-profit corporation, (hereinafter referred to as "Lessee"):

WITNESSETH:

1. Demised Premises: Lessor, for and in consideration of the covenants herein contained, does hereby lease unto the Lessee, and Lessee does hereby take from the Lessor, a certain area described as follows:

A part of SW ¼ NE ¼ Section 27, Township 1 North, Range 4 East,
B.M. more particularly described as:

BEGINNING at the Northeast corner of Lot 19, Block 1, of Danskin Properties Subdivision Number One as recorded in the records of Elmore County, Idaho;

THENCE South 0 degrees 09 minutes 54 seconds East, a distance of 733.29 feet along the easterly boundary of said Lot 19 to a point, the REAL POINT OF BEGINNING;

THENCE continuing South 0 degrees 09 minutes 54 seconds East, a distance of 260.00 feet along the easterly boundary of said Lot 19 to a point;

THENCE South 89 degrees 50 minutes 06 seconds West, a distance of 316.00 feet to a point;

THENCE North 0 degrees 09 minutes 54 seconds West, a distance of 260.00 feet to a point;

THENCE North 89 degrees 50 minutes 06 seconds East, a distance of 316.00 feet to the REAL POINT OF BEGINNING.

2. Easement: Danskin Properties Limited does hereby grant to Danskin Properties Association Incorporated a twenty-foot wide (20') easement across Lot 19, Block 1, of Danskin Properties for the purpose of access to the well site from a county road, said easement being particularly described as:

BEGINNING at the NE 1/16 corner of Section 27, Township 1 North, Range 4 East, B.M. which is also the northeast corner of Lot 19, Block 1 of Danskin Properties Subdivision Number One according to the official plat thereof as recorded in the official records of Elmore County, Idaho;

THENCE South 0 degrees 09 minutes 54 seconds East, a distance of 733.29 feet along the easterly boundary of said Lot 19 to a point;

THENCE South 89 degrees 50 minutes 06 seconds West, a distance of 316.00 feet to the northwest corner of the well site and the REAL POINT OF BEGINNING;

THENCE continuing South 89 degrees 50 minutes 06 seconds West, a distance of 492.29 feet to a point on the right-of-way of a county road;

THENCE South 16 degrees 00 minutes 00 seconds West, a distance of 20.82 feet along the right-of-way for the county road;

THENCE North 89 degrees 50 minutes 06 seconds East, a distance of 498.09 feet to a point on the westerly boundary of the well site;

THENCE North 0 degrees 09 minutes 54 seconds West, a distance of 20.00 feet along the westerly boundary of the well site to the REAL POINT OF BEGINNING.

3. Term: The term of this lease shall be for ninety-nine years, commencing on the 20th day of April 1999, and ending on the 20th day of April, 2098. The lease may be renewed upon the option of the Lessee, upon terms to be determined at the time of renewal.

4. Rental: Lessee agrees to pay and Lessor to accept the sum of One Dollar (\$1.00) as the rent for the entire term of this agreement. Lessor shall not be responsible for any improvements to the premises and Lessee shall pay all costs for improvements, maintenance and utilities on the premises.

5. Indemnification of Lessor: Lessee agrees to indemnify and save harmless Lessor or Lessor's successor interest, against any and all claims arising from the use of the said leased premises by the Lessee.

6. Use of Premises: It is understood and agreed between the parties hereto that the said premises shall be used only for the purposes of drilling and maintaining a well and related electric power and water distribution facilities and that the easement granted concurrently herewith shall be used only for access to the well site for the purpose of maintenance, alterations, or repairs. Any part of the premises not required for the maintenance of the well and/or the related electric power and water distribution facilities, and required minimum well setback distances set forth as IDAPA 16.01.08 or in other public water supply regulations of the State of Idaho, may be used by Lessor for any purpose whatsoever, provided however, that no use shall create a hazard or interfere with the use of the premises as a well and water storage distribution site and the well

shall be enclosed within a fence, not less than fifty (50) feet from each side of the said well casing, from which fenced area all other activities shall be excluded.

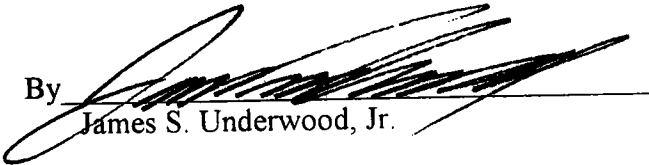
7. Binding on Successors: The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and assignees of all the parties hereto; and all the parties shall be jointly and severally liable hereunder.

8. Effective Date: The effective date of this lease shall be April 20, 1999, regardless of the date of execution.

DATED this 30th day of June, 1999.

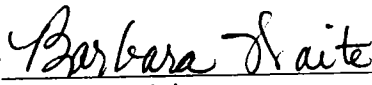
DANSKIN PROPERTIES, LTD.

By


James S. Underwood, Jr.

DANSKIN PROPERTIES ASSOCIATION,
INC.

By


Barbara Waite

STATE OF IDAHO)
) ss.
County of Ada)

On this 30th day of June, 1999, before me, the undersigned notary public in and for the State of Idaho, personally appeared James S. Underwood, Jr., known or identified to me to be the vice president of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Sue E. Giberman
Notary Public for Idaho
Residing at: Boise Idaho
Commission expires: 10/19/2000



STATE OF IDAHO)
) ss.
County of Ada)

On this 30th day of June, 1999, before me, the undersigned notary public in and for the State of Idaho, personally appeared Barbara Waite, known or identified to me to be the president of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Sue E. Giberman
Notary Public for Idaho
Residing at: Boise Idaho
Commission expires: 10/19/2000

