

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A21-04033
Date Received: 3/21/1989
Receipt No: E006266
Received By: _____

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: MATSUURA BROTHERS 208-785-2948
Address: C/O GLENN MATSUURA
426 N 150 W
BLACKFOOT ID 83221

2. Date of Priority: JAN 1, 1914

3. Source: ICEHOUSE CREEK Trib. to: HENRYS FORK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
13N	41E	2	SE	SE			FREMONT

5. Description of diverting works:
(SEE DESCRIPTION)

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
FISH PROPAGATION	01/01	12/31			625.00
AESTHETIC	01/01	12/31			625.00
DIVERSION TO STORAGE	01/01	12/31	2.000		

7. Total Quantity Appropriated is:
2.000 C.F.S. (and/or) 625.00 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
FISH PROP. FOR APPROX. 3000 RAINBOW TROUT AND AESTHETIC USE.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
13N	41E	14	SW	NW		FISH	

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
13N	41E	14	NW	SW		FISH	
		15	NE	NE		FISH	
			NW	NE		FISH	
			SW	NE		FISH	
			SE	NE		FISH	
			NE	SE		FISH	

11. Place of use in counties: FREMONT

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
NONE

14. Remarks:

WATER IS DIVERTED TO STORE WATER IN RESERVOIR FOR FISH PROP. AND AESTHETIC USE. THE WATER CONTINUES TO FLOW IN ORDER TO KEEP THE RESERVOIR LEVEL CONSTANT AND THE RESERVOIR WATER FRESH. PLACE OF USE FOR FISH PROP. AND AESTHETICS IS THE SAME. EMC

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

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Receipt No: E006266
Received By: JK MC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ESTATE OF BARBARA ORBE 212-826-7661
Address: MORGAN GUARANTY TRUST CO OF NY
C/O ROBERT W. HEINBOKEL
9TH W. 57TH ST.
NEW YORK, NY 10019

2. Date of Priority: JAN 01, 1914

3. Source: ICEHOUSE CREEK Trib. to: HENRYS FORK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
13N	41E	2	SE	SE			FREMONT

5. Description of diverting works:
(SEE DESCRIPTION)

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
FISH PROPAGATION	01/01	12/31			625.00
AESTHETIC	01/01	12/31			625.00
DIVERSION TO STORAGE	01/01	12/31	2.000		

7. Total Quantity Appropriated is:
2.000 C.F.S. (and/or) 625.00 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
FISH PROP. FOR APPROX. 3000 RAINBOW TROUT AND AESTHETIC USE.

A2104033



10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
13N	41E	14	SW	NW		FISH	
			NW	SW		FISH	
		15	NE	NE		FISH	
			NW	NE		FISH	
			SW	NE		FISH	
			SE	NE		FISH	
			NE	SE		FISH	

11. Place of use in counties: FREMONT

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
NONE

14. Remarks:

WATER IS DIVERTED TO STORE WATER IN RESERVOIR FOR FISH PROP. AND AESTHETIC USE. THE WATER CONTINUES TO FLOW IN ORDER TO KEEP THE RESERVOIR LEVEL CONSTANT AND THE RESERVOIR WATER FRESH. PLACE OF USE FOR FISH PROP. AND AESTHETICS IS THE SAME. EMC

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am _____ of

Title
_____, that I have signed the foregoing
Organization
document in the space below as _____ of

Title
_____ and that the statements contained in the
Organization
foregoing document are true and correct.

Signature of Authorized Agent

Title and Organization

Date

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

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STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

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Ident. Number

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Date Received

3/21/89

Receipt Number

E00 6266

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) THE ESTATE OF BARBARA ORBE Phone (212) 826-7661
Morgan Guaranty Trust Company Company of New York, Trust Real Estate Dept.
Mailing Address % Robert W. Heinbokel, 9th W. 57th St., New York, NY Zip 10019

2. Date of Priority (Only one (1) per claim) January 1, 1914

3. Source of water supply (a) Ice House Creek
which is tributary to (b) North Fork Snake River

4. a. Location of existing point of diversion is: Township 13N Range 41E Section 2,
1/4 of SE 1/4 of SE 1/4, Govt. Lot, B.M., County of Fremont

Additional points of diversion if any: _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. Small Dam which diverts water from Ice
House Creek at Point of Diversion into a small ditch which runs to a Dam and
Reservoir located on Claimant's property. From this reservoir water exits back
into Ice House Creek by way of a spillway into another small ditch, and thence
into Island Park Reservoir.

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6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Fish Propagation purposes from 1-1 to 12-31 amount _____ or 625 }
 For Aesthetic purposes from 1-1 to 12-31 amount _____ or 625 } THE SAME
 For Div. to Storage purposes from 1-1 to 12-31 amount 2.0 or _____
 For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 2.0 (cfs) and ~~for~~ (b) 625 (acre feet)

8. Total consumptive use claimed is de Minimus acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) Fish Propagation for approximately 3000 Rainbow Trout and Aesthetic use.

10. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
13N	41E	14							H/J				H/J						
13N	41E	15	H/J	H/J	H/J	H/J									H/J				

Total number of acres irrigated _____

11. In which county (ies) are lands listed above as place of use located? Fremont

12. Do you own the property listed above as place of use? Yes X No _____
 If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
 _____ or None (X)

14. Remarks: Water is diverted to store water in reservoir for fish propagation and aesthetic use. The water continues to flow in order to keep the reservoir level constant and the reservoir water fresh.

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Last Name OBRE Ident No. _____

Copies: White -State, Yellow-Claimant

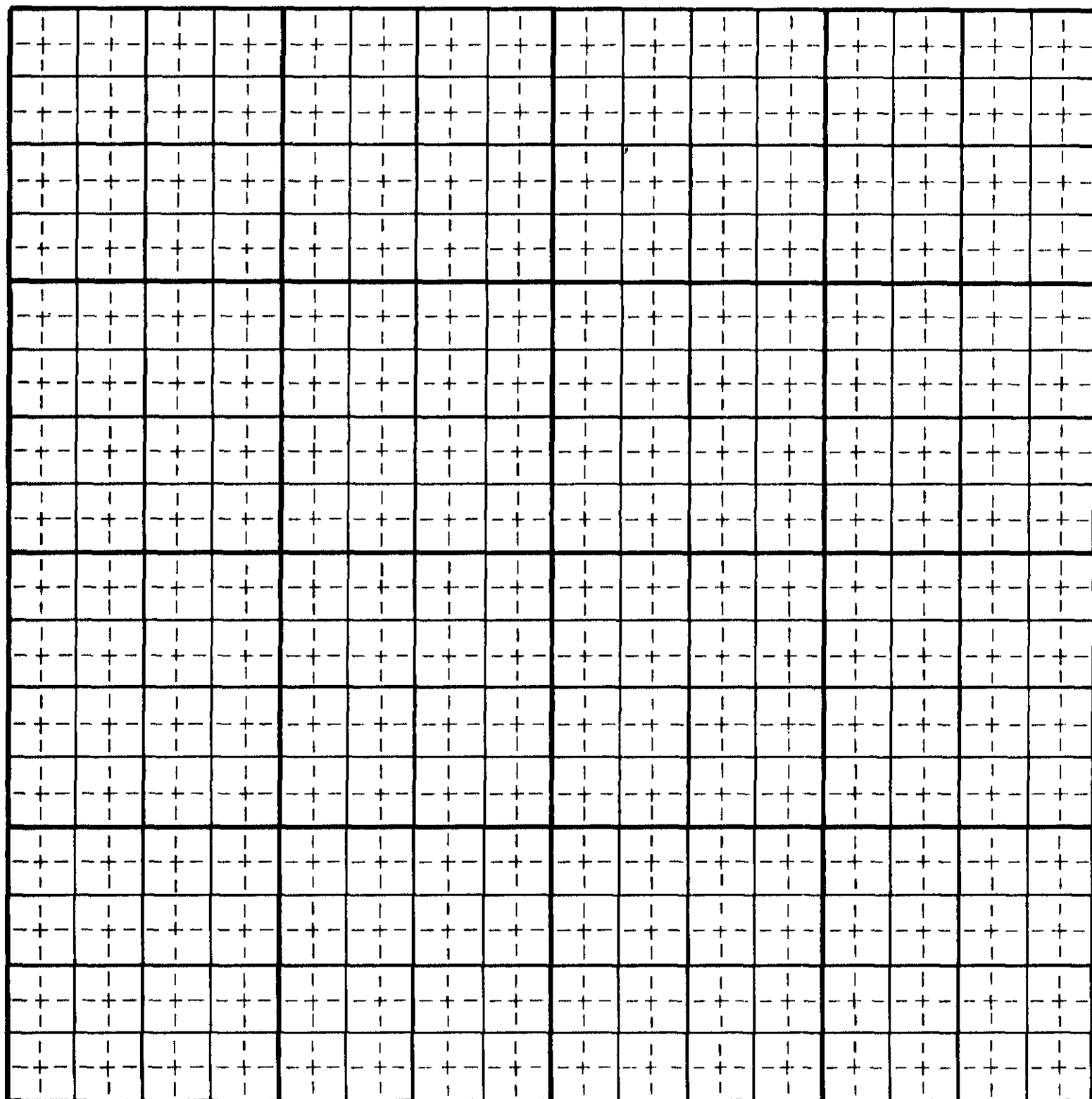
Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

SEE ATTACHED EXHIBIT A
& EXHIBIT B "Plat Map"

Amended

Scale: 2 inches equals 1 mile

"Claim to Water Right"



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Last Name

OBRE

Ident No.

Copies: White-State, Yellow-Claimant

16. Basis of Claim (check one) Beneficial Use X Posted Notice _____ License _____ Permit _____

Decree _____

If applicable provide IDWR Water Right Number _____

Court _____ Case Number _____ Decree Date _____

Plaintiff vs Defendant _____

16. Signature (s)

(a.) By signing below, I/We acknowledge that I/We have received, read, and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments 2

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date _____

_____ Date _____

For Organizations: I do solemnly swear or affirm that I am Vice President

Title

of Morgan Guaranty Trust Company of New York, that I have signed the foregoing
Organization

document in the space below as Personal Representative of the Estate of Barbara Obre

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent

Carol Ann Olsen

Organization

Title and Organization Representative of the Estate of Date 3/17/89
Barbara Obre

State of New York)

County of New York)

SS.

MARY R. NEUWEILER
Notary Public, State of New York
No. 41-350-079 Qualified in Queens Co.
Cert. Filed in New York County
Commission Expires November 30, 1989

Subscribed and sworn (or affirmed) before me this 17th day of March 19 89

SEAL

Notary Public Mary R. Neuweiler

Residing at 53-00 65th Place, Manasoth, N.Y. 11378

My Commission Expires November 30, 1989

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, JERRY R. RIGBY will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature Jerry R. Rigby

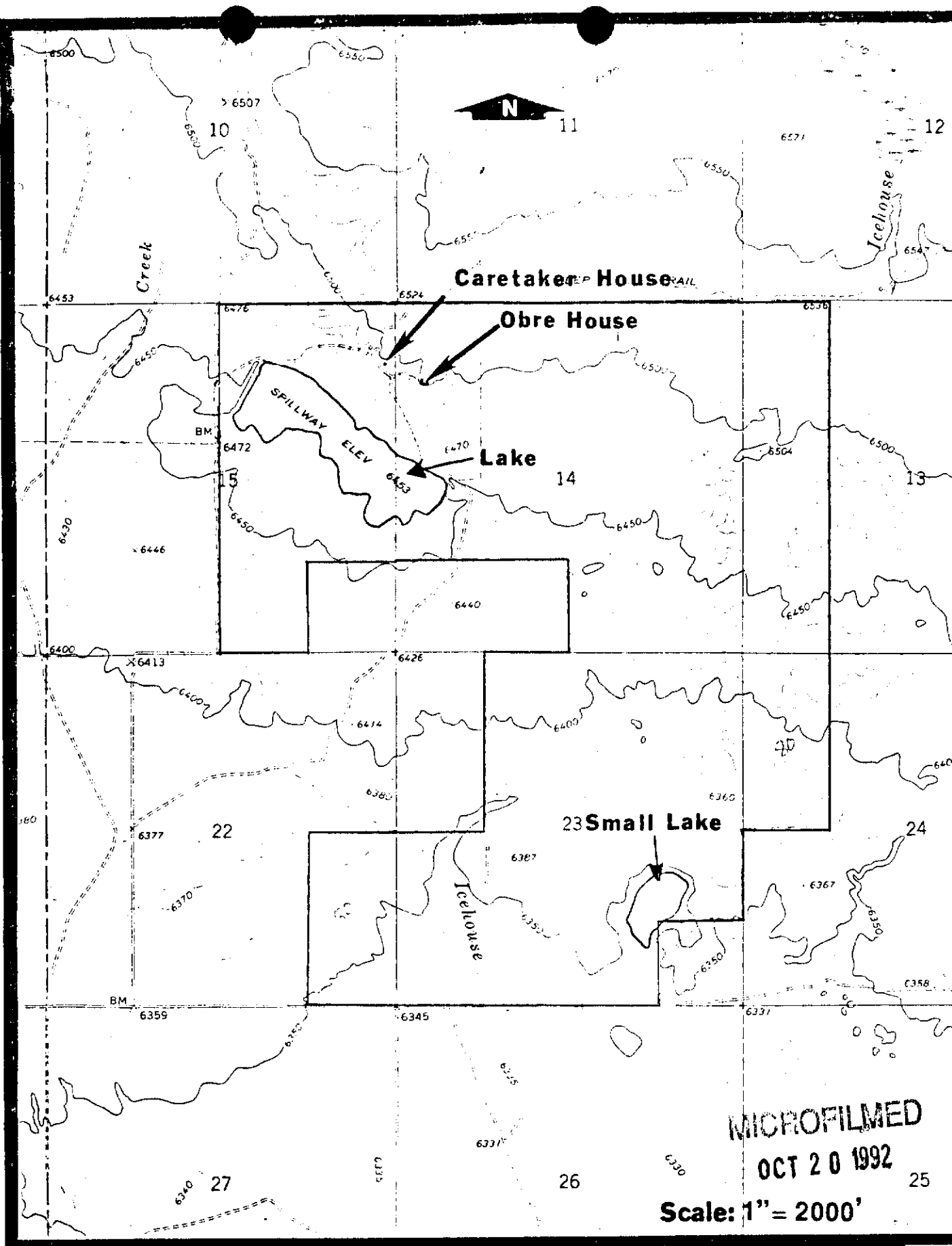
Address P.O. Box 250, Rexburg, Idaho 83440

Date 3-14-89

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OCT 20 1992

Last Name OBRE Ident. Number _____

Copies White-State, Yellow-Claimant



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Scale: 1" = 2000'

Plat Map



State of Idaho

DEPARTMENT OF WATER RESOURCES

150 Shoup Ave., Suite 15, Idaho Falls, Idaho 83402 - (208) 525-7161

EASTERN REGION

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

DECEMBER 3, 1992

MATSUURA BROTHERS
C/O GLENN MATSUURA
426 N 150 W
BLACKFOOT ID 83221

RE: CHANGE IN OWNERSHIP FOR A21-04033, 10949, 10950, AND
10951

The request for Change in Ownership concerning your
Notices of Claim in the above reference has been
processed and the Notices modified to reflect you as the
new owner.

Enclosed are typed Notices with your name shown as the
current owner. Review the forms and if there are other
corrections or questions, feel free to contact this
office.

If there are no questions or corrections, please keep
these Notices for your records.

Respectfully submitted,

Go Thompson
Dave Carlson
Water Rights Agent, Adjudication

DC:jt

Enclosure: COPY OF CHANGE IN OWNERSHIP/COPY NOTICES

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NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township _____ Range _____
Section _____, 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet. *see attached deed*

☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

☐ Water Right Number(s)
Assigned by IDWR: A21-04033, A21-10949, A21-10950, A21-10951

☐ Name and Address of Former Owner/Claimant(s)(Seller): Estate of Barbara ORE OBRE
Morgan Guaranty Trust Co. of N.Y.
9th W. 57th St. New York N.Y. 10019

☐ New Owner/Claimant (Purchaser): Matsuura Brothers c/o Glenn Matsuura

☐ New Mailing Address: 426 N 150 W
Blackfoot, ID 83221

☐ New Telephone Number: (208) 785-2948

☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

☐ Attach proof of ownership, describe proof attached: Contract of Sale

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

☒ Signature of New Owner/Claimant(s) [Signature] Date 12/2/94

☐ Signature of Former Owner/Claimant(s): _____ Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

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COPY

CONTRACT OF SALE

THIS AGREEMENT, Made and entered 3rd day of ~~February~~ April, 1990, by and between PETER O. LAWSON-JOHNSTON, MICHAEL F. WETTACH, THEODORE G. DUNKER and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York Corporation, all as Personal Representatives of the Estate of Barbara G. Obre, together with PETER O. LAWSON-JOHNSTON and MICHAEL F. WETTACH, individually, all hereinafter called "Seller" and MATSUURA BROTHERS, an Idaho general partnership consisting of GLENN MATSUURA and MARCIA MATSUURA, husband and wife, GENE MATSUURA and CAROL MATSUURA, husband and wife, and BRENT MATSUURA and DEOLA MATSUURA, husband and wife, of 1132 E. Walker Street, Blackfoot, Bingham County, Idaho, hereinafter called "Buyer,"

WITNESSETH:

1. Property.

Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, the following described real property situated in Fremont County, Idaho to-wit:

Township 13 North, Range 41 East of the Boise Meridian, Fremont County, Idaho

Section 13: W1/2W1/2

Section 14: E1/2; NW1/4; N1/2 SW 1/4

Section 15: NE1/4; N1/2SE1/4; SW1/4 SE1/4

Section 22: E1/2 SE1/4

Section 23: NE1/4; E1/2 NW1/4; SW1/4; W1/2 SE1/4; NE1/4 SE 1/4

Section 24: W1/2 NW1/4; and further Seller's right, title, and interest in and to State of Idaho Lease No. G-9246.

Subject to easements, if any, of record or in existence for roads, streets, ditches, canals, pipelines and utilities.

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Handwritten notes:
m-w
21-9
cm
for
H.M.
M.M.
am
Beym
2-2

Together with any and all water and water rights, ditch and ditch rights appurtenant thereto.

Together with all of the personal property described in Exhibit "A" attached hereto and incorporated herein by reference.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining.

2. Price.

Buyer shall pay Seller for said property a purchase price of ~~\$650,000.00~~ ^{\$445,000.00}, payable as follows:.

The sum of \$65,000.00 cash paid down on execution of this Contract of Sale, receipt of which is hereby acknowledged.

The balance of ~~\$585,000.00~~ ^{\$580,000.00} cash shall be paid at closing as described in paragraph 12 below.

3. Possession.

Buyer is granted possession of the premises and personal property upon closing as set forth in Paragraph 12 below.

4. Prior Lease.

It is understood by and between the parties that there presently exists a lease upon the premises entered into by and between Seller, as Lessor, and Merlin Sharp, Frank Sharp, Brad Foster and Nyle Randall, dba Sheridan Valley Grazing Association, as Lessee, dated April 22, 1988. Buyer acknowledges that he has received a copy of and understands the terms and conditions contained in said lease.

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Handwritten notes:
J
P.J.G.
M.N.
B.M.
C.M.
M.M.
arm

All Parties agree that Seller has collected and retained all proceeds required to be paid by Lessee in the above-described lease through December 31, 1989, and that all sums so received by Seller shall not reduce the price of this sale as set forth in Paragraph 2 above.

Seller hereby assigns, sells, transfers, grants and sets over unto Buyer, all of Sellers right, title and interest in, to and under said lease to Buyer, together with all rights of action accrued to Seller under said Lease, or hereafter to accrue, including but not limited to the right to collect all payments due Seller thereunder, if any, and all other rights thereunder of whatever kind or nature; and Buyer hereby assumes said lease and agrees to all of its terms and conditions.

5. Taxes.

Seller shall pay all of the 1989 and all prior taxes and assessments levied and assessed against the premises, and Buyer shall pay all of the 1990 and all subsequent taxes and assessments levied and assessed against the premises when the same are due and payable and before the same shall become delinquent.

6. Deed and Title Insurance.

Seller agrees that upon receiving payment in full of the contract, he will execute and deliver to Buyer a good and sufficient Personal Representative Deed to the above described premises, free from all encumbrances except any assumed by or placed thereon by Buyer.

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Seller shall immediately order and within 30 days of date hereof furnish Buyer with a policy of title insurance, insuring such title subject to payment of this contract and the standard printed exceptions. Seller agrees to pay all costs of said insurance required by the Title Company issuing the title insurance.

7. Default Remedies.

Time and punctuality of payment are the essence and material part of this contract; and in the event Buyer shall default in the performance of the terms of this agreement, Seller may cause notice in writing to be given to Buyer, specifying the matters in which such default occurred. The notice shall be served upon Buyer by depositing the same in any United States Post Office, addressed to Buyer at 1132 E. Walker, Blackfoot, ID 83221, certified mail, postage prepaid, and such notice shall be deemed served upon its deposit in the post office as aforesaid. If Buyer shall fail to cure such default within ten days after the service of such notice as aforesaid, then Seller may elect to:

A. Declare the entire unpaid balance on the contract, including principal, interest, taxes, assessments, attorneys' fees, and any other sums owing Seller to be immediately due and owing, and

B. To pursue any other remedy in law or equity to enforce the specific performance of this contract, or to recover damages for the breach thereof.

8. Attorneys' Fees.

In the event either party hereto shall be required to employ an attorney for the enforcement of this contract, with

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or without suit, the defaulting party agrees to pay the prevailing party's reasonable attorneys' fees. In the event of default by Buyer, Buyer agrees to pay attorneys' fees of Seller in issuing notice of default, or otherwise enforcing the contract, without suit.

9. Binding Effect.

This agreement is not only binding upon the parties hereto, but upon their respective successors, heirs, administrators and assigns.

10. Inspection; Disclaimer of Warranty.

That Buyer has examined the above described property and the buildings, improvements, and personal property situate thereon, and any applicable zoning ordinances and building codes, and accepts the same in the condition and state of repair the same are now in, and subject to any of said existing zoning ordinances and building codes; further, that in executing this contract, Buyer has relied solely upon information and knowledge obtained from such personal inspection and investigation of said property, and Buyer also acknowledges that no agent or employee of Seller has any power or authority to make any warranties, agreements, or representations as to said property which are not contained in this contract, and it is further understood and agreed that this contract constitutes the whole agreement between the parties hereto and that no warranties, agreements, or representations have been made or shall be binding upon the Seller unless the same are set forth

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herein. ANY WARRANTY AS TO CONDITION OF ANY PROPERTY IS EXPRESSLY DISCLAIMED.

11. Insurance.

Buyer agrees that upon the closing of this Contract, as set forth in paragraph 12 below, insurable title to all personal and real property shall pass to Buyer and Buyer shall be responsible for maintaining insurance upon all insurable personal property and improvements on the property.

12. Closing.

This contract and the obligations incurred thereunder by the parties is conditioned upon and subject to Buyer obtaining financing for the sales price from Farm Credit Bank of Spokane prior to closing. If Buyer is not able to generate favorable financing with said Farm Credit Bank of Spokane to pay the balance due under this Contract, then and in that event, Buyer will not be obligated to move forward with the purchase of Seller's property, and Seller will return the down payment in total to Buyer.

The closing of the transactions contemplated by this Contract of Sale shall take place at the office of American Land Title Company, 115 E. Main, Rexburg, Idaho, on or before April 2, 1990, at the hour of 10:00 o'clock a.m., Mountain Daylight Savings Time, or at such other time and place as may mutually agreed upon by the Parties. Said American Land Title Company shall act as Closing Agent and all the Parties agree pay equally all costs associated with said closing and Closing Agent.

13. Miscellaneous.

(a) The terms "Seller" and "Buyer" shall be construed, as used herein, to include the actual parties hereto. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number singular or plural, any other gender, masculine, feminine, or neuter, as the context requires.

(b) This Contract of Sale and all questions relating to its validity, interpretation, performance, and inducement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Idaho.

(c) If any provision of this contract is held to be illegal, invalid, or unenforceable under present or future laws effective during the terms of this Contract, the legality, validity, and enforceability of the remaining provisions of this Contract of Sale shall not be affected thereby.

(d) This Agreement contains the entire understanding among the parties and supersedes any prior understandings or written or oral agreements among them respecting the within subject matter.

(e) Each party hereto shall bear his own costs, including counsel fees and accounting fees, incurred in connection with the negotiation and preparation for the closing under this Contract of Sale and all matters incident thereto.

(f) Each party shall execute and deliver all such other instruments and take all such other action as any party

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may reasonably request from time to time, before or after the Closing, in order to effectuate the transactions provided for herein.

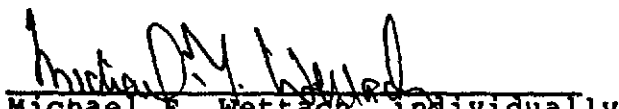
(g) Buyer acknowledges and agrees that Wackerli Realty of Idaho Falls, Idaho, is the sole Broker which has been and is dealing with Buyer on the purchase of the above described property from Seller, and that Buyer has not negotiated with nor been contacted by any other person or entity representing himself/itself as having authority to sell the said property.

IN WITNESS WHEREOF, the parties have executed this contract.

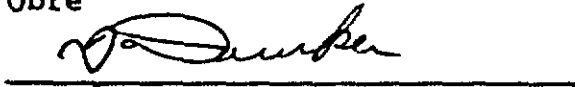
"SELLER"



Peter O. Lawson-Johnston,
individually and as Personal
Representative of the Estate
of Barbara G. Obre

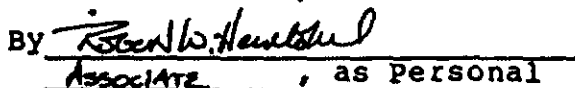


Michael F. Wettach, individually
and as Personal Representative
of the Estate of Barbara G.
Obre



Theodore G. Dunker, as
Personal Representative of
the Estate of Barbara G. Obre

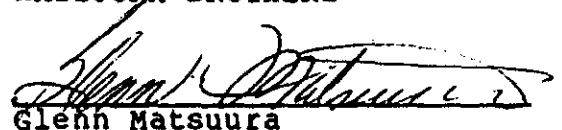
MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

By 

Associate, as Personal
Representative of the Estate
of Barbara G. Obre

"BUYER"

MATSUURA BROTHERS



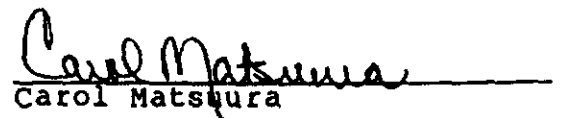
Glenn Matsuura



Marcia Matsuura



Gene Matsuura



Carol Matsuura



Brent Matsuura



Deola Matsuura

MICROFILMED

APR 08 1994

POOR ORIGINAL

STATE OF New York)
County of New York) ss.

On this 28th day of February, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Peter O. Lawson-Johnston, known to me to be the person whose name is subscribed to the within instrument, individually and as the Personal Representative of the Estate of Barbara G. Obre, and acknowledged to me that he executed the same both individually and as such Personal Representative of said estate.

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

Frank J. DiMartino
Notary Public for New York
Residing at: 856 Oxford Ct. N. Valley Stream, NY
My Commission expires: March 30, 1990
FRANK J. DIMARTINO
Notary Public, State of New York
No. 30-4525051
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1990

STATE OF New York)
County of New York) ss.

On this 28th day of February, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael F. Wettach, known to me to be the person whose name is subscribed to the within instrument, individually and as the Personal Representative of the Estate of Barbara G. Obre, and acknowledged to me that he executed the same both individually and as such Personal Representative of said estate.

MICROFILMED

APR 08 1994

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

Frank J. DiMartino
Notary Public for New York
Residing at: 856 Oxford Ct. N. Valley Stream, NY
My Commission expires March 30, 1990

FRANK J. DIMARTINO
Notary Public, State of New York
No. 30-4525051
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1990

STATE OF New York)
County of New York .)
SS.

On this 28th day of February, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Theodore G. Dunker, known to me to be the person whose name is subscribed to the within instrument as the Personal Representative of the Estate of Barbara G. Obre, and acknowledged to me that he executed the same as such Personal Representative of said estate.

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

Frank J. DiMartino
Notary Public for New York
Residing at: 856 Oxford Ct. N. Valley Stream, NY
My Commission expires: March 30, 1990

FRANK J. DIMARTINO
Notary Public, State of New York
No. 30-4525051
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1990

STATE OF NEW YORK,)
County of New York .)
SS.

On this 3rd day of February, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT W. HEINBOYEL, known to me to be the ASSOCIATE of MORGAN GUARANTY TRUST COMPANY

MICROFILMED

APR 08 1994

POOR ORIGINAL

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

Frank J. Dimartino
Notary Public for New York
Residing at: 866 Oxford Ct. Valley Stream, NY
My Commission expires March 30, 1990

FRANK J. DIMARTINO
Notary Public, State of New York
No. 30-4525051
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1990

STATE OF New York)
County of New York .) ss.

On this 28th day of February, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Theodore G. Dunker, known to me to be the person whose name is subscribed to the within instrument as the Personal Representative of the Estate of Barbara G. Obre, and acknowledged to me that he executed the same as such Personal Representative of said estate.

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

Frank J. Dimartino
Notary Public for New York
Residing at: 866 Oxford Ct. Valley Stream, NY
My Commission expires: March 30, 1990

STATE OF NEW YORK,)
County of New York .) ss.

FRANK J. DIMARTINO
Notary Public, State of New York
No. 30-4525051
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1990

On this 3rd day of February, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT W. HEINBOCKEL, known to me to be the Associate of MORGAN GUARANTY TRUST COMPANY

MICROFILMED

APR 08 1994

OF NEW YORK, as Personal Representative of the Estate of Barbara G. Obre, the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same as such Personal Representative of said estate.

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

Mary R. Neuweiler
Notary Public for New York
Residing at
My Commission Expires: 11.30.91
MARY R. NEUWEILER
Notary Public, State of New York
No. 41-4500949 Qualified in Queens Co.
Cert. Filed in New York County
Commission Expires 11.30.91

STATE OF IDAHO,)
 SS.
County of Bingham.)

On this 20th day of February, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared GLENN MATSUURA and MARCIA MATSUURA, husband and wife, GENE MATSUURA and CAROL MATSUURA, husband and wife, and BRENT MATSUURA and DEOLA MATSUURA, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Richard D. Chytr
Notary Public for Idaho
Residing at:
My Commission Expires:

MICROFILMED
APR 08 1994

10/27/1988

SRBA CLAIMS RECEIVING CHECKLIST

CLAIMANT'S NAME THE ESTATE OF BARBARA ORBE CLAIM NO. A21-04033DATE RECEIVED 3/21/89 CK # _____ AMOUNT \$ _____

- | | YES | NO |
|---|--|--------------------------|
| 1. Is the name and address complete with zip code? | ☒ | ☐ |
| 2. Is a priority date entered? | ☒ | ☐ |
| Is the water use exempt from the Permit requirements, or if it is not exempt, has a Permit been approved or a License issued?
A Permit is required: (1) for groundwater developed after March 25, 1963 (except single family domestic and stockwater wells using less than 13,000 gpd), or (2) for surface water developed after May 20, 1971 (except for instream stockwater). USE CARE IF CLAIM IS RETURNED. REFER TO ADJUDICATION MEMOS # 1 (ADJ. CLAIMS/APPLICATIONS) AND # 9 (REJECTION OF CLAIMS). EXPLAIN IN COMMENTS. | | |
| 3. (a) Is a source entered? | ☒ | ☐ |
| (b) Is a tributary to entered? (if required) | N/A ☒ | ☐ |
| 4. Is the legal description of the p.d. sufficient? | ☒ | ☐ |
| 5. Is there a description of the diverting works? | ☒ | ☐ |
| 6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form. | ☒ | ☐ |
| Is the period of use included? | ☒ | ☐ |
| Is a quantity claimed for each use? | ☒ | ☐ |
| 7. Is a total quantity claimed entered? | ☒ | ☐ |
| 8. If required is a consumptive use entered? | N/A ☒ | ☐ |
| Is the consumptive use correct? | N/A ☒ | ☐ |
| 9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see Adjudication Memo # 4. | N/A ☒ | ☐ |
| 10. Is (are) the place(s) of use entered? | ☒ | ☐ |
| 11. Is (are) the county(ies) entered? | ☒ | ☐ |
| 12. Is the ownership of p.u. checked? | ☒ | ☐ |
| 13. Are other water rights listed or "none" indicated? | ☒ | ☐ |
| 14. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.) | N/A ☒ | ☐ |
| 15. Is the basis of the claim checked? | ☒ | ☐ |
| 16. Is the claim signed by the claimant, and is the signature appropriate? (If an individual is the claimant, has that individual signed the claim, or if an organization is the claimant, is the organization signature block complete?) | ☒ | ☐ |
| Has the claim been signed, sealed, and dated by a notary? | ☒ | ☐ |
| Was this claim filed on time, or was an extension granted? | ☒ | ☐ |
| Is the fee enclosed correct? | Exempt ☒ | ☐ |
| If this claim is based on an existing water right, has the identification number been entered? | N/A ☒ | ☐ |
| Should this claim be receipted and data entered? | ☒ | ☐ |

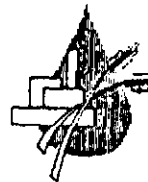
Claim checked by: TO

Comments: _____

MICROFILMED

OCT 20 1992

15006266

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

AMENDED CLAIM TO A WATER RIGHT AMENDED

Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that Barbara Obre

(Name of Claimant)

Andor Farm, Monkton, Maryland 21111

(Mailing Address)

(Zip Code)

Telephone No. 212-267-0302

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

- (1) Date of priority: (When was the water first applied to a beneficial use) 1914

A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

- (2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)

Icehouse Creek

tributary to

- (3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

(cfs, af)	Use	Domestic, Irrigation, Stock, Etc.)	(Mo., Day)	To	(Mo., Day)
Quantity <u>625 af</u>	Use <u>Fish Propagation</u>		Period of Use From <u>1-1</u>	To <u>12-31</u>	
Quantity <u>2.0 cfs</u>	Use <u>Div. to Storage</u>		Period of Use From <u>1-1</u>	To <u>12-31</u>	
Quantity _____	Use _____		Period of Use From _____	To _____	
Quantity _____	Use _____		Period of Use From _____	To _____	
Quantity <u>2.0 cfs</u>	Use _____		Period of Use From _____	To _____	

- (4) 2.0 cfs TOTAL QUANTITY USED.

(cfs, af)

- (5) A) Point of diversion: (Location of point where water is diverted from its source)

SE ¼ SE ¼, Sec. 2 Twp. 13N Rge. 41E B.M., County of Fremont

Additional points of diversion: _____

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. Dam and reservoir and ditch from creek to reservoir

- (6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
13N	41E	14																	
		15	X	X	X	X									X				

No. of acres _____

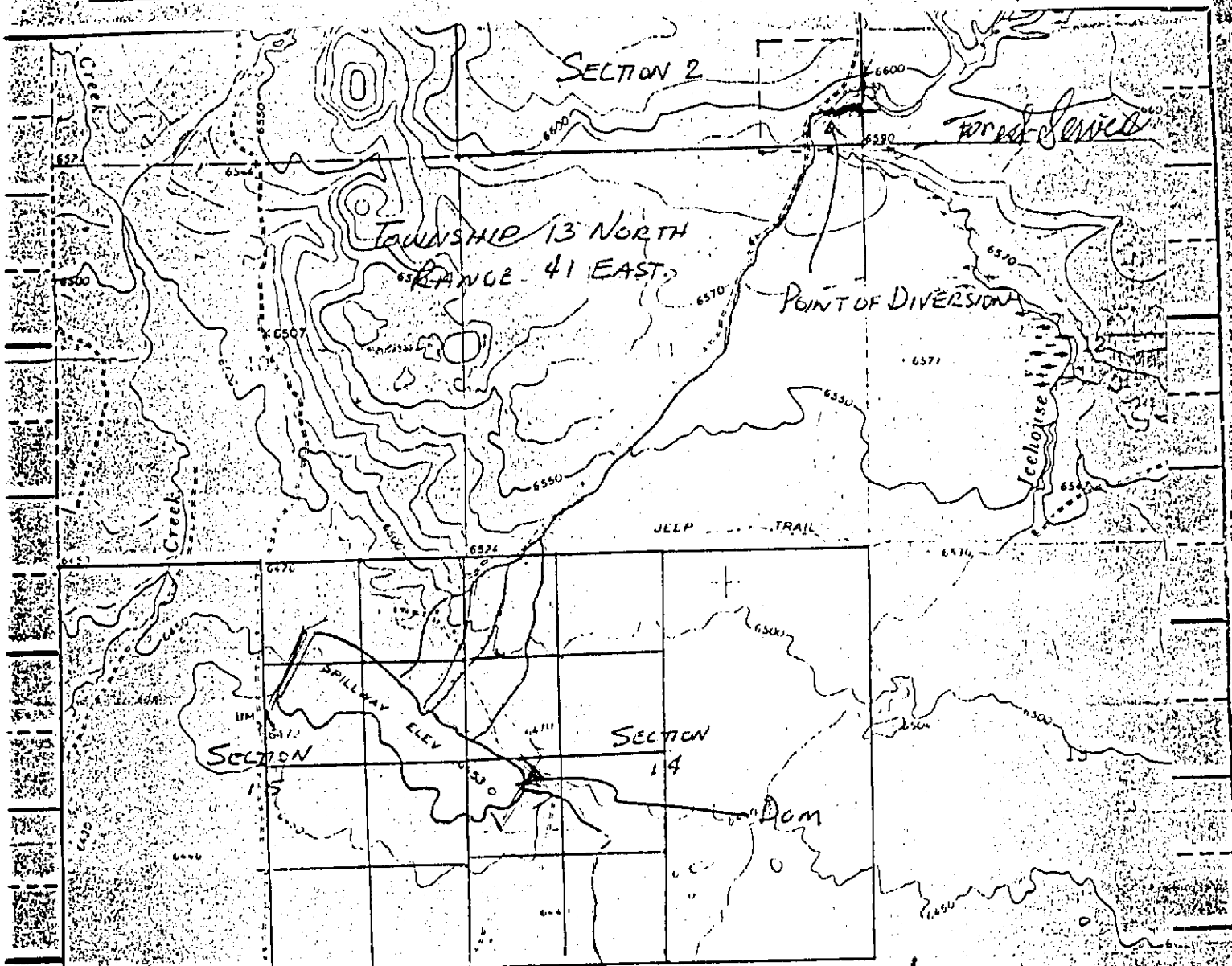
- B) If water is used for other than irrigation, fully describe that use, being as specific as possible: _____

Fish propagation for about 3000 rainbow trout

NOTE: Include here the type and number of stock watered: _____

- (7) If you are claiming water as a member of an organization, list name of organization: _____

(8) Remarks: The original claim to a water right indicated less water than is actually stored. Also, the original claim did not indicate a diversion rate from the stream to the reservoir. This amended claim specifies both.



Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

NEW YORK
State of Idaho
County of NEW YORK

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Barbara G. Oline by
Theresa G. Duane, Co-guardian
(Claimant)

Sworn to before me this 23rd day of May, 1983.

Frank J. DiMartino
Notary Public
Residing at 856 Oxford Ct. N. Valley Stream, N.Y.

FRANK J. DIMARTINO
Notary Public, State of New York
No. 30-4525051
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1984

My commission expires March 30, 1984

FOR DEPARTMENT USE ONLY

Received by BP Date 5/26/83 Exception filed by: Forwarded to Date
Prelim. check by Kcw Date 5-27-83 claimant by:
\$30.00 fee received by N.A. Date
Published in Fremont Chronicle
Dates 6/16 & 6/29/83

State of Idaho
County of Fremont
Carol Bessen

RECEIVED