

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 37-4026
Date Received: 3/24/2000
Receipt No: S022911
Received By:

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

1. Name of Claimant(s)

LIFT TOWER LODGE LLC Phone: (206)232-1068
PO BOX 1417
MERCER ISLAND WA 98040

2. Date of Priority: 12/01/1953

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
04N	18E	18	SW SW 6	BLAINE	

5. Description of diverting works:

100 GALLON PRESSURE TANK.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
COMMERCIAL	1/01	12/31	0.2	

7. Total Quantity Appropriated is:

0.2 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
04N	18E	18	6	COMMERCIAL	

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:

14. Remarks:

THIS IS A 14 UNIT PLUS MGR UNIT WITH A 100 GALLON PRESSURE TANK. THIS IS IN DAILY USE THROUGHOUT YEAR.

***** AMENDMENT REMARKS 3-24-00 BY KKC.

THIS WATER RIGHT WAS ORIGINALLY CLAIMED AS A DOMESTIC WATER RIGHT, HOWEVER, CORRESPONDENCE FROM THE DEPARTMENT INDICATED THAT A COMMERCIAL HOTEL COULD NOT CLAIM 'DOMESTIC' AS THE PURPOSE OF USE. THEREFORE THIS AMENDED NOTICE OF CLAIM IS FILED TO INDICATE THAT THE PURPOSE OF USE IS 'COMMERCIAL'.

15. Basis of Claim: Statutory Claim

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

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(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
<u>37-4026</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) 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) Lift Tower, L.L.C., PO Box 1567
Twin Falls, Idaho 83303-1567
4. New Owner/Claimant(s) Lift Tower Lodge, LLC
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address PO Box 1417
- City, State and ZIP Code Mercer Island, WA 98040
- New Telephone Number (206) 232-1068
5. Date you acquired the property August 1, 2005

Form 42-2AB/42-140(S) Dec 2006

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 will not be split, skip this area and proceed to item 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

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.

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

 **OWNER**
(title if applicable)
(title if applicable)

For IDWR Office Use Only:

Received by _____
 Receipted by _____
 Processed by _____ AJ

Date _____
 Date _____
 Date _____

Fee _____
 Receipt No. _____
 WR _____ Date _____

No. W 43246	Due no later than October 31, 2006 Annual Report Form		2. Registered Agent and Office NO PO BOX
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080	1. Mailing Address - Correct in this box if applicable LIFT TOWER LODGE, LLC PO BOX 1417 MERCER ISLAND, WA 98040		CT CORPORATION SYSTEM 800 N. 4TH ST. BOISE, ID 83720 PO BOX 83720 BOISE, ID 83720-0080
NO FILING FEE IF RECEIVED BY DUE DATE			Signature
4. Limited Liability Companies: Enter Names and Addressee of Members.			
<u>Office held</u>	<u>Name</u>	<u>Street or P.O. Address</u>	<u>City</u>
<u>State</u>	<u>Zip</u>		
PRESIDENT	FRANK W. PRITT	PO BOX 1417	MERCER ISLAND
WA	98040		
5. Organized Under the Laws of:			
WASHINGTON			
W 43246			
6. Signature		Date	
Name (Typed or Printed)		Title	
B. Mobley		Bookkeeper	
Issued 08/01/2006		Do Not Tape or Staple	200610002638

AFTER RECORDING, RETURN TO:

Kris Ormseth
Stoel Rives LLP
101 South Capitol Boulevard – Suite 1900
Boise, ID 83702

Instrument # 523872

HAILEY, BLAINE, IDAHO

2005-08-01 03:26:00 No. of Pages: 4

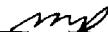
Recorded for : BLAINE COUNTY TITLE

MARSHA RIEMANN

Fee: 12.00

Ex-Officio Recorder Deputy

Index to: WTYQC/CORP DEED



WARRANTY DEED

FOR VALUE RECEIVED, **Lift Tower, L.L.C.**, an Idaho limited liability company ("Grantor"), does hereby convey to **Lift Tower Lodge, LLC**, a Washington limited liability company ("Grantee"), whose address is 6031 SE 32nd Street, Mercer Island, Washington 98040, the following described property situated in Blaine County, Idaho:

See **Exhibit "A"** attached hereto.

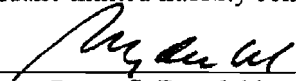
TOGETHER WITH all and singular the tenements, hereditament, and appurtenances thereunto belonging, or otherwise appertaining, and all estate, right, title and interest in and to the said property.

And Grantor does warrant the title against all persons whomsoever, subject only to the matters set forth on **Exhibit "B"** attached hereto.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed this 1st day of August, 2005.

GRANTOR:

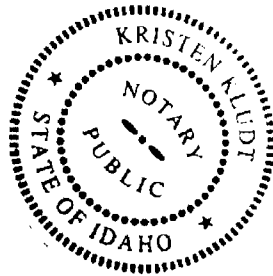
Lift Tower, L.L.C.,
an Idaho limited liability company


By: Roger S. Bergdahl
Its: Authorized Agent

STATE OF IDAHO)
County of Blaine) ss.
County of ~~Ada~~)

On this 1st day of August, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared **Roger S. Bergdahl**, known or identified to me to be the authorized agent of **Lift Tower, L.L.C.**, the limited liability company that executed the within and foregoing instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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.



Kristen Kludt
Notary Public for Idaho
Residing at Ketchum
My commission expires: 12-14-07

EXHIBIT "A"

Township 4 North, Range 18 East, Boise Meridian, Blaine County, Idaho

Section 18: A parcel of land within the SW¼SW¼ more particularly described as follows:

Commencing at a Brass Cap marking the Section Corner common to Sections 13 and 24, T4N, R17E, B.M. and Sections 18 and 19, T4N, R18E, B.M., Blaine County, Idaho; thence North 89°08'54" East, 1,381.41 feet along the section line common to said Sections 18 and 19 to a Brass Cap marking the West 1/16 Corner of said Sections 18 and 19; thence South 89°08'54" West 84.89 feet along said section line to a point on the westerly boundary of State Highway 75, said point being the TRUE POINT OF BEGINNING;

Thence continuing along said section line South 89°08'54" West, 172.16 feet;

Thence leaving said section line North 09°29'55" West, 111.73 feet;

Thence South 88°49'19" East, 10.21 feet to a 5/8" rebar marking the southwest corner of Westridge Condominiums Phase II, according to the official plat thereof, recorded as Instrument No. 455409, records of Blaine County, Idaho;

Thence along the boundary of said Westridge Condominiums Phase II by the following courses:

South 88°49'19" East, 70.79 feet;

Thence North 00°23'59" East, 97.74 feet;

Thence South 88°31'14" East, 105.17 feet to a point on the westerly boundary of said State Highway 75;

Thence leaving said Westridge Condominiums and along said westerly boundary of State Highway 75 by the following courses:

South 00°53'38" East 169.94 feet;

Thence 31.11 feet along a curve to the left, said curve having a central angle of 02°22'39", a radius of 749.68 feet and a chord length of 31.10 feet that bears South 02°04'57" East to the True Point of Beginning. (TL 6905)

EXHIBIT "B"
To Warranty Deed

Exceptions

1. General taxes for the year 2005, a lien not yet due and payable.
2. Water, sewer and rubbish charges of the City of Ketchum not yet due and payable
3. Title to, and easements in, any portion of the land lying within any public highways, roads, and streets

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: **A37-04026**
Date Received: 3/24/2000
Receipt No: _____
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: LIFT TOWER LLC 208-733-5500
Address: PO BOX 1567
TWIN FALLS ID 83301-1567

2. Date of Priority: DEC 1, 1953

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
04N	18E	18	SW	SW	SW	6	BLAINE

5. Description of diverting works:
100 GALLON PRESSURE TANK.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
COMMERCIAL	01/01	12/31	0.200		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
COMMERCIAL LODGING > 10 UNITS

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
04N	18E	18			6	COMMER	

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
NONE

14. Remarks:

THIS IS A 14 UNIT PLUS MGR UNIT WITH A 100 GALLON PRESSURE TANK.
THIS IS IN DAILY USE THROUGHOUT YEAR.

AMENDMENT REMARKS 3-24-00 BY KKC. THIS WATER RIGHT WAS
ORIGINALLY CLAIMED AS A DOMESTIC WATER RIGHT, HOWEVER,
CORRESPONDENCE FROM THE DEPARTMENT INDICATED THAT A COMMERCIAL
HOTEL COULD NOT CLAIM 'DOMESTIC' AS THE PURPOSE OF USE. THEREFORE
THIS AMENDED NOTICE OF CLAIM IS FILED TO INDICATE THAT THE
PURPOSE OF USE IS 'COMMERCIAL'.

15. Basis of Claim: STATUTORY CLAIM

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 37-04026

Date Received 3-24-00 KKC

Receipt Number 5022911

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

RECEIVED

MAR 24 2000

Department of Water Resources
Southern Region

Please type or print clearly

1. Name of Claimant (s) LIFT TOWER LLC Phone (208) 733-5500Mailing Address P.O. BOX 1567, TWIN FALLS, ID 83303-1567 Zip _____2. Date of Priority (Only one (1) per claim) DECEMBER 1, 19533. Source of water supply (a) GROUNDWATER
which is tributary to (b) N/A4. a. Location of existing point of diversion is: Township 04N Range 18E Section 18,
SW 1/4 of SW 1/4 of 6 1/4, Govt. Lot, N/A B.M., County of BLAINEAdditional points of diversion if any: N/A

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

Township N/A Range N/A Section N/A, N/A 1/4 of N/A 1/4 of N/A 1/4,Govt. Lot N/A B.M., County of N/Aending point is: Township N/A Range N/A 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. 100 GALLON PRESSURE TANK

OPV

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For COMMERCIAL purposes from 01/01 to 12/31 amount .20 CFS or N/A

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) .20 CFS (cfs) and/or (b) N/A (acre feet)

8. Total consumptive use claimed is ALL acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) COMMERCIAL LODGING > 10 UNITS

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. 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	

Total number of acres irrigated _____

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

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.
N/A or None ()

14. Remarks:

THIS WATER RIGHT WAS ORIGINALLY CLAIMED AS A DOMESTIC WATER RIGHT, HOWEVER, CORRESPONDENCE FROM THE DEPARTMENT INDICATED THAT A COMMERCIAL HOTEL COULD NOT CLAIM "DOMESTIC" AS THE PURPOSE OF USE. THEREFORE, THIS AMENDED NOTICE OF CLAIM IS FILED TO INDICATE THAT THE PURPOSE OF USE IS "COMMERCIAL."

Last Name _____ Ident No. _____

Copies: White -State, Yellow-Claimant

Scale: 2 inches equals 1 mile

[illegible]

Copies: White-State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use _____ 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 _____
wish to receive and pay a small annual fee for monthly copies of the docket sheet.
Number of attachments _____

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 _____

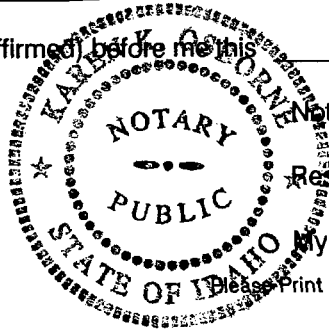
For Organizations: I do solemnly swear or affirm that I am ATTORNEY _____ Title _____
of LIFT TOWER LLC _____, that I have signed the foregoing
Organization
document in the space below as ATTORNEY _____ of LIFT TOWER LLC _____
Title Organization
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent [Signature]
Title and Organization Attorney / Lift Tower LLC Date 3/24/00

State of Idaho/or _____)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 24th day of March 19 2000

SEAL



Notary Public Idaho
Residing at Kimberly
My Commission Expires 3-22-05
Please Print Name _____

17. Notice of Appearance:

Notice is hereby given that I, Jason R. Miday 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 [Signature]

Address P.O. Box 5298 Twin Falls Idaho 83303-5298

Date 3/24/00

COPIES

Last Name _____ Ident. Number _____

Copies White-State, Yellow-Claimant

RECEIVED

MAR 24 2000

Department of Water Resources
Southern Region

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).: 37-04026
 Adjudication Claim No(s).: 37-04026

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 claims(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 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.

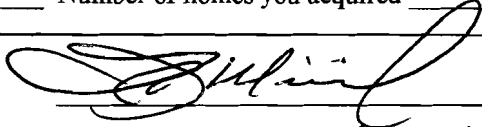
3. Name and Address of Former Owner/Claimant ROBERT E. AND KATHLEEN K. LYNN
P.O. BOX 2152, KETCHUM, ID 83340

4. New Owner/Claimant(s) LIFT TOWER LLC
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
 New Mailing Address P.O. BOX 1567
 City, State and ZIP Code TWIN FALLS, ID 83303-1567
 New Telephone Number (208) 733-5500

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 _____ Number and type of stock _____
 Diversion rate in CFS _____ Number of homes you acquired _____ Other uses _____

7. Signature of New Owner(s) or Claimant(s) 
Attorney For Lift Tower LLC
 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.

APR-21-99 WED 03:02 PM

SAWTOOTH TITLE COMPANY

FAX NO. 1208/261052

P. 02/16

Real Estate Purchase and Sale Agreement

253723 NLA

Purchase Price \$ 950,000

Nine Hundred Fifty Thousand Dollars

Seller: Lynn

11300 8 1999

Buyer: Roger Bergdahl and/or nominees—vesting to follow at closing

Property Address: Lift Tower Lodge

Legal Description: Ketchum TL 6905, #703 South Main Street

City: Ketchum

County: Blaine

State: Idaho

Buyer hereby agrees to buy, and Seller agrees to sell, the property on the following terms and conditions:

Terms The purchase price is payable as follows:

- \$ 300,000 Cash, cashier's check, or certified funds at closing, including Earnest Money.
 \$ 350,000 Seller Financing - See Financing/Other Terms.
 \$ 300,000 Other Lot on Canyon to be taken free and clear as trade
 \$ 950,000 Total Purchase Price - Not including closing costs.

Earnest Money \$ 20,000

Twenty Thousand and n9/100 Dollars

Evidenced By:

To Be Held By:

Other Remarks:

☒ Personal Check☐ Listing Broker

deposit on acceptance by all parties and removal of contingency

☐ Cashier's Check☐ Selling Broker☐ Promissory Note☐ Title Company

Earnest Money to be deposited in trust account upon acceptance of this agreement by all parties.

Offer Expires On

Date: 2/22/99

Time: 5 pm

Closing Date 5/1/99

Possession Date: ☒ On the closing date ☐**Inspections**N/A ☐

This offer is contingent upon Buyer's inspection of the premises and acceptance of the condition of the premises. Buyer shall have the right to conduct inspections, tests, surveys and other studies ("inspections") at Buyer's sole cost. Seller shall provide reasonable access for such inspections. Buyer shall indemnify Seller and hold Seller harmless from all injury, loss or liability regarding such inspections. If Buyer has not waived or satisfied this contingency in writing on or before 3/18/99 then this Agreement shall terminate and the earnest money shall be refunded to Buyer (less any expenses incurred on behalf of Buyer pursuant to the "Costs Paid By" section of this agreement), unless on Buyer's request Seller extends the deadline in writing prior to expiration of the above deadline, in which case the new deadline shall control this contingency.

Financing This Agreement is contingent upon Buyer securing the following financing:N/A ☐

Buyer agrees to make a best effort to obtain such financing and to make written application within business days after acceptance of this agreement by both parties. If Buyer has not waived or satisfied this contingency in writing on or before

this Agreement shall terminate and the earnest money shall be refunded to Buyer (less any expenses incurred on behalf of Buyer pursuant to the "Costs Paid By" section of this agreement), unless on Buyer's request Seller extends the deadline in writing prior to expiration of the above deadline, in which case the new deadline shall control this contingency.

New Loan ☐
 Assume Existing ☐

Type of Loan:

Other Terms:

Conv. ☐FHA ☐VA ☐Fixed Rate ☐Adj. Rate ☐

Buyer to execute a note, in favor of seller in the form of first deed of trust at \$350,000 payable at 8% per annum, interest only, quarterly payments, all due on/before 1/1/2006 in full.
 No points and no prepayment penalty to buyer.

Total Points
 Amount
 Maximum % Rate
 Years

Document # WFDM - 78

Date 2/19/99

APR-21-99 WED 03:02 PM JANTOOTH TITLE COMPANY

FAX NO. 1200/261062

P. 03/16

Sale of Buyer's Property

This offer is contingent on the closing of a sale of Buyer's property located at

If Buyer has not waived or satisfied this contingency in writing on or before

then this Agreement shall terminate and the earnest money shall be refunded to Buyer (less any expenses incurred on behalf of Buyer pursuant to the "Costs Paid By" section of this agreement), unless on Buyer's request Seller extends the deadline in writing prior to expiration of the above deadline, in which case the new deadline shall control this contingency.

Bump ClauseN/A ☒

Seller shall have the right to continue to offer the herein premises for sale and to accept offers until such time as said contingencies have been waived or removed by Buyer. Should Seller receive another acceptable offer to purchase, Seller shall give Buyer written notice of such new offer. In the event the Buyer does not waive or satisfy all contingencies in writing within

after the receipt of such notice then this Agreement shall terminate and all deposits returned to Buyer less expenses incurred on behalf of Buyer pursuant to the "Costs Paid By" section of this agreement. In the event the Buyer does waive or remove the contingencies, the Buyer shall proceed to purchase the premises under the remaining terms and conditions of this Agreement, notwithstanding that the terms of the new offer may be more or less favorable. Notice shall be considered given on the earlier of either personal delivery of notice to the Buyer or his/her representative or two calendar days following the date of mailing evidenced by the postmark on the envelope containing such notice. All notices shall be sent to the addresses shown on this Agreement.

Other ContingenciesN/A ☐

1. Contingent on buyers level #1 environmental inspection, costs split 50/50 between buyer and seller (cost \$1700 approx.)

If Buyer has not waived or satisfied this/these contingency(ies) in writing on or before
3/18/99

then this Agreement shall terminate and the earnest money shall be refunded to Buyer (less any expenses incurred on behalf of Buyer pursuant to the "Costs Paid By" section of this agreement), unless on Buyer's request Seller extends the deadline in writing prior to expiration of the above deadline, in which case the new deadline shall control this contingency.

Lead-Based Paint The subject property is *target housing* (built prior to 1978) regarding lead-based paint and/or lead-based paint hazards: NO ☐ YES ☒ If "YES", then the Lead-Based Paint Contingency Addendum must be attached to and made a part of this contract.

Included Items (In addition to para 4 on pg 3.)
all furnishings, fixtures and equipment associated with
Lift Tower Lodge—Inventory submitted from seller
before April 1, 1999

Excluded Items
renters personal belongings

Costs To Be Paid By	Appraisal	Loan Assumpt.	Title Ins.	Well Inspt.	Septic Inspt.	Septic Pumping	Closing Agent Fee	Assess-ments	level 2 environment	
Buyers	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐
Sellers	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐
Share Equally	☐	☐	☐	☐	☐	☐	☒	☐	☒	☐
N/A	☐	☒	☐	☒	☒	☒	☐	☒	☐	☐

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Date 2/19/99

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Additional Terms

Subject to sellers taking Canyon Run lot in 1031 exchange as partial payment toward Lift Tower (\$300,000) Lot 3C to be split by R. Bergdahl to remove existing home before closing, subdivide into two equal lots approximately 18,200 s.f. each and allow Lynn the choice of lots.

Seller is licensed real estate broker in the state of Idaho, *representing herself.*

Agents

Listing Agent K. Lynn
Agency Idaho Mountain Realty
Phone 726 2266

Selling Agent S. Winget
Agency Winget Fulton Daniels McCoy
Phone 726 9191

Responsible Closing Broker/Office: Winget Fulton Daniels McCoy
Responsible Closing Agency/Title Co: Sawtooth Title

Representation Confirmation

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review.

In this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S):
("agent" or "nonagent" or "limited dual agent"):

Listing Broker acted as a(n):	non-agent	for the Buyer.
Selling Broker acted as a(n):	agent	for the Buyer.

In this transaction, the brokerage(s) involved had the following relationship(s) with the SELLER(S):
("agent" or "nonagent" or "limited dual agent"):

Listing Broker acted as a(n):	agent	for the Seller.
Selling Broker acted as a(n):	non-agent	for the Seller.

EACH PARTY UNDERSTANDS THAT HE OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

Other Standard Terms

1. **Withdrawal of Offer** - Buyer can withdraw offer at any time before written acceptance by notifying selling broker's office in writing.

2. **Closing Date** - On or before the closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes, insurance, and assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of the Closing date.

3. **Closing Costs** - Costs in addition to those listed may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if Seller's loan is assumed.

4. **Included Items** - All attached floor coverings, attached television antennae, attached plumbing, bathroom and lighting fixtures, window screens, window coverings, screen doors, storm windows, storm doors, garage door opener(s), transmitter(s), exterior trees, plants, or shrubbery, water heating apparatus and fixtures, attached fireplaces and free-standing fireplaces, awnings, ventilating, cooling and heating systems, built-in and drop-in ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, and any and all water and water rights, and all ditches and ditch rights that are appurtenant thereto shall be included in the sale unless otherwise provided herein.

5. **Disclosure** - If required by Title 55, Chapter 25 Idaho Code, Seller shall within ten (10) days after the execution of this agreement provide to the Buyer "Sellers' Property Disclosure Form" and Buyer shall have three (3) business days from receipt of the disclosure report to rescind the offer based upon information contained in the report.

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6. Existing Loans - Within three (3) business days of acceptance, Seller shall provide Buyer with all Notes and Deeds of Trust or other financing documents to be assumed or taken subject to. Within five (5) business days of receipt thereof, Buyer shall in writing notify Seller of his/her approval or disapproval of the terms of said documents. Buyer's approval shall not be unreasonably withheld.

7. Business Day - "Business Day" in this agreement shall mean Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined by Idaho Code, Section 87-5302(12).

8. Counterparts/Facsimile Transmission - This agreement may be executed in one or more counterparts, each is deemed to be the original hereof, and all of which together constitute one and the same instrument. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of the original. At the request of either party, or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.

9. Title Insurance - The Seller shall within a reasonable time after closing furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a commitment of title insurance policy showing the condition of the title to said premises. Buyer shall have five (5) business days from the receipt of the commitment or until twenty-four (24) hours prior to the closing, whichever is less, within which to object to the condition of the title as set forth in the commitment. If the Buyer does not object, the Buyer shall be deemed to have accepted the conditions of the title.

10. Extended Coverage Title Policy - A standard policy of title insurance does not cover certain potential problems or risks such as liens (i.e., a legal claim against premises for payment of some debt or obligation), boundary disputes, claims of easement, and other matters of claims if they are not of public record at the time of closing. However, under Idaho law such potential claims against the premises may have become a legal obligation before the purchase of the home and may not yet be of public record until after the purchase. Title insurance companies may be able to issue an "extended coverage" policy for an additional premium.

In addition to the premium for extended coverage title policy, there may be other costs involved, i.e., survey, additional closing fees. Such a policy may protect the Buyer against such problems. It is recommended that the Buyer talk to a title insurance company about what it offers in the way of extended coverage. Only the policy itself shows exactly what type of coverage is offered, so contact a title company for particulars.

11. Title Conveyance - Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. No liens, encumbrances, defects, except those which are to be discharged or assumed by Buyer or to which title is taken subject to, shall exist unless otherwise specified in this agreement.

12. Default by Buyer - If the Buyer defaults in the performance of this agreement, Seller will have the option of (1) accepting the Earnest Money as liquidated damages and this agreement shall terminate; or (2) pursuing any other lawful right or remedy to which the Seller may be entitled. In the case of option (1), Seller shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by or on behalf of Seller and Buyer related to the transaction, as set forth in the "Costs Paid By" section above, and said holder shall pay any balance of the Money, one-half (1/2) to the Seller and one-half (1/2) to the Seller's broker, provided that the amount to be paid to the Seller's broker shall not exceed the broker's agreed to commission. Seller and Buyer specifically acknowledge and agree that if Seller elects to accept the Earnest Money as liquidated damages, such shall be the Seller's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture.

13. Default by Seller - It is agreed that if the title of said premises is not marketable, or cannot reasonably be made so within twenty (20) business days after notice containing a written statement of defects is delivered to the Seller, or if the Seller, having approved the sale fails to consummate the same as herein agreed, the Buyer has the option of: (1) having the Earnest Money returned to the Buyer and the Seller shall pay for the cost of title insurance, escrow and legal fees, if any, and this agreement shall terminate; or (2) pursuing any other lawful right or remedy to which the Buyer may be entitled.

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14. Interpleader - In the event of a dispute between Seller and Buyer as to the Earnest Money, the holder of the Earnest Money shall be entitled to file an Interpleader action in a court of competent jurisdiction, as provided by statute.

15. Attorney's Fees - If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorneys' fees including such costs and fees on appeal and in any bankruptcy proceeding.

16. Risk of Loss - Prior to closing of this sale, all risk of loss shall remain with Seller. In addition should the premises be materially damaged by fire or other cause prior to the closing, this agreement shall be voidable at the option of the Buyer. Buyer shall give written notice of intent to void the agreement to Seller or Seller's agent and shall be entitled to a full refund of the earnest money.

17. Time is of the Essence in this agreement.

18. Entire Agreement - This agreement contains the entire agreement of the parties respecting the matters herein set forth and supercedes any prior agreements or negotiations respecting such matters. No agreements, representations, or warranties including, without limitations, any warranty of habitability, not expressly set forth herein shall be binding on either party.

19. Agent Representations - The agents representing the Buyer and Seller in this transaction do not make any representations regarding flood plain, avalanche zone, hazardous waste, environmental or health hazards, code compliance, survey data, finished square footage, property size, zoning or other physical factors nor do the agents make any representations regarding law or taxation, unless specifically set forth in writing in this Agreement. The Buyer and Seller specifically waive all claims against the agents regarding any of these matters which are not specifically included in this agreement. It may be diligent and prudent for the Seller and/or Buyer to employ the services of qualified independent professionals who perform services or provide opinions regarding these matters, and the Agents may, during the course of this transaction, identify such individuals or entities. However, Agents are not warranting in any way the services or opinions provided by such individuals or entities, and the Buyer and Seller specifically waive any and all claims against the Agents regarding such identification.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, THE PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.

Buyer(s) Acceptance Buyer hereby acknowledges having read this agreement in its entirety, including the Other Standard Terms, and having received a copy of this Agreement.	
X <i>[Signature]</i> 2-19-99 Buyer's Signature Date	X Buyer's Signature Date
Printed Name Roger Bergdahl Address City, State, Zip Home Phone 726 8230 Business Phone	Printed Name Address City, State, Zip Home Phone Business Phone
Seller(s) Acceptance On the specified date, Seller acknowledges having read this agreement in its entirety, including the Other Standard Terms provisions, and Seller hereby approves and accepts the sale set forth in the above agreement: ☐ "As-is" ☐ Subject to attached Counteroffer. Seller agrees to carry out all of the terms thereof on the part of the Seller and acknowledges receipt of a true copy of this Agreement signed by all parties.	
X Seller's Signature Date	X Seller's Signature Date
Printed Name Bob Lynn Address City, State, Zip Home Phone Business Phone	Printed Name K. Lynn Address City, State, Zip Home Phone 726 2266 Business Phone
Document # WFDM - 78 ☒ See Counteroffer ☐ See Addendum	

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SAWTOOTH TITLE COMPANY

FAX NO. 1206/261062

P. 07/16

☒ Seller's☐ Buyer's**Counteroffer Number 1**

This is a Counteroffer to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money identified as:

Document # WEDM 78**Dated** February 19, 1998**Property Address** 703 S. Main Street, Ketchum, Idaho 83340**Buyer(s)** Bergdahl and/or nominees**Seller(s)** Lynn

If this is a Seller's Counteroffer, the Seller is the Offeror. If this is a Buyer's Counteroffer, the Buyer is the Offeror. Offeror accepts all of the items and conditions in the above designated agreement with the following changes or amendments:

- 1) Buyer and/or nominees to be identified before closing.
- 2) Sales price to be allocated Goodwill \$300,000, Buildings \$300,000, Land \$350,000. Terms: Cash to be \$475,000 to K. Lynn. Note: buyer to co operate in a 1031 tax deferred exchange to benefit seller, K. Lynn, at no cost or liability to buyer. Robert Lynn to take back a promissory note secured by a deed of trust on subject property for \$475,000 at 8% per annum payments amortized at 20 yrs at \$3993.00 a month all due and payable five years from date of closing, no points, no prepayment penalty, no subordination, all due and payable upon any sale, lease or transfer of any kind of property.
- 3) This is not a lead based paint subject property.
- 4) Level 2 environment should be Level 1.
- 5) Buyer to furnish seller with loss payable insurance for amount of promissory note until paid in full.

Counteroffer Expiration Date: 2-26-99 Time: 5:00 PM**Other Terms**

All other terms and conditions of the Purchase and Sale Agreement and non-conflicting provisions of previous Counteroffers to remain the same. This counteroffer, upon its acceptance by both parties, is made an integral part of the aforementioned Agreement. Offeree accepts Offeror's changes or amendments to previous Counteroffer and agrees to sell on the above terms and conditions. Receipt of a copy hereof is hereby acknowledged.

Other Offers

If the Offeror is the Seller, the Seller reserves the right to accept any other offer prior to Buyer's written acceptance of this counteroffer. If the Offeror is the Buyer, the Buyer reserves the right to withdraw this offer prior to the Seller's written acceptance. Acceptance shall not be effective until a copy of this Counteroffer dated and signed by the Offeree is personally received by the Offeror or the Offeror's agent.

Buyer's Signature

X

Buyer's Signature

X

Date**Time****Date****Time****Seller's Signature**

X

Seller's Signature

X

Date**Time****Date****Time**

APR-21-99 WED 03:04 PM

SAWTOOTH TITLE COMPANY

FAX NO. 12087281062

P. 08/18

☐ Seller's☒ Buyer's**Counteroffer Number One**

This is a Counteroffer to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money identified as:

Document # WFDW 78**Dated** February 19, 1999**Property Address** 703 S. Main Street, Ketchum, ID 83340**Buyer(s)** Bergdahl and/or nominees**Seller(s)** Kathy Lynn and Bob Lynn

If this is a Seller's Counteroffer, the Seller is the Offeror. If this is a Buyer's Counteroffer, the Buyer is the Offeror. Offeror accepts all of the items and conditions in the above designated agreement with the following changes or amendments:

1. \$500,000 cash down including earnest money
2. Buyer to execute a note, in favor of the seller, in the form of first deed of trust at \$450,000 at 8% per annum, interest only, payable monthly all due six years from date of note.
3. Buyer has right to increase cash at close and adjust note accordingly.

Counteroffer Expiration

Date: Mar 2, 1999

Time: 12:00 PM

Other Terms

All other terms and conditions of the Purchase and Sale Agreement and non-conflicting provisions of previous Counteroffers to remain the same. This counteroffer, upon its acceptance by both parties, is made an integral part of the aforementioned Agreement. Offeree accepts Offeror's changes or amendments to previous Counteroffer and agrees to sell on the above terms and conditions. Receipt of a copy hereof is hereby acknowledged.

Other Offers

If the Offeror is the Seller, the Seller reserves the right to accept any other offer prior to Buyer's written acceptance of this counteroffer. If the Offeror is the Buyer, the Buyer reserves the right to withdraw this offer prior to the Seller's written acceptance. Acceptance shall not be effective until a copy of this Counteroffer dated and signed by the Offeree is personally received by the Offeror or the Offeror's agent.

Buyer's Signature

X

*[Signature]***Buyer's Signature**

X

Date

2-24-99

Time

4:00 PM

Date**Time****Seller's Signature**

X

Seller's Signature

X

Date**Time****Date****Time**

APR-21-99 WED 03:04 PM

SAWTOOTH TITLE COMPANY

FAX NO. 12087261062

P. 09/16

☐ Seller's
☒ Buyer's

Counteroffer Number One

This is a Counteroffer to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money identified as:

Document # WFDM 78

Dated February 19, 1999

Property Address: 703 S. Main Street, Kelchum, ID 83340

Buyer(s) Bergdahl and/or nominees

Seller(s) Kathy Lynn and Bob Lynn

If this is a Seller's Counteroffer, the Seller is the Offeror. If this is a Buyer's Counteroffer, the Buyer is the Offeror. Offeror accepts all of the terms and conditions in the above designated agreement with the following changes or amendments:

1. \$500,000 cash down including earnest money
2. Buyer to execute a note, in favor of the seller, in the form of first deed of trust at \$450,000 at 8% per annum, interest only, payable monthly all due six years from date of note.
3. Buyer has right to increase cash at close and adjust note accordingly.

AND: BUYER NOT TO BEGIN ANY CONSTRUCTION OR EXCAVATION ON PROPERTY
 FOR ANY DEVELOPMENT WITHOUT SELLER'S WRITTEN PERMISSION

Buyer
 3-2-99
 DATE

Seller
 3-1-99
 DATE

Counteroffer Expiration

Date: Mar 2, 1999

Time: 12:00 PM

Other Terms

All other terms and conditions of the Purchase and Sale Agreement and non-conflicting provisions of previous Counteroffers to remain the same. This counteroffer, upon its acceptance by both parties, is made an integral part of the aforementioned Agreement. Offeror accepts Offeror's changes or amendments to previous Counteroffer and agrees to sell on the above terms and conditions. Receipt of a copy hereof is hereby acknowledged.

Other Offers

If the Offeror is the Seller, the Seller reserves the right to accept any other offer prior to Buyer's written acceptance of this counteroffer. If the Offeror is the Buyer, the Buyer reserves the right to withdraw this offer prior to the Seller's written acceptance. Acceptance shall not be effective until a copy of this Counteroffer dated and signed by the Offeror is personally received by the Offeror or the Offeror's agent.

Buyer's Signature

X

[Signature]

Buyer's Signature

X

Date

2-26-99

Time 4:00 am

Date

Time

Seller's Signature

X

[Signature]

Seller's Signature

X

[Signature]

Date

3/1/99

Time 6 PM

Date

3-1-99

Time 6 PM

DRAFTSMAN: B. 1997, AMENDED: 2001, 2002, 2003

COT 2.0

REV. 1/19/97

Form 6, 1997, Sawtooth State of Montana

Page 1 of 1

APR-21-99 WED 03:05 PM SAWTOOTH TITLE COMPANY

FAX NO. 12087261062

P. 10/16

TO

7262415 P.01

Addendum

This is an ADDENDUM to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money.

Document # WFOH-78

Dated February 19, 1998

Property Address 758 S Main Street, Ketchum, Idaho 83340

Buyer(s) Bergeson and/or northness

Seller(s) Lynn

The undersigned Parties hereby agree as follows:

- 1) Offer to expire on Tuesday 2-23-99 at 5:00 PM

This ADDENDUM, upon its execution by both parties, is made an integral part of the aforementioned Agreement.

Buyer's Signature

X

Kathy Lynn

Buyer's Signature

X

Date

2-22-99

Time

None

Date

Time

Seller's Signature

X

W. Bergeson

Seller's Signature

X

Date

2-22-99

Time

2 p.m.

Date

Time

Relinquished Property
Legal Description

TOWNSHIP 4 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 18: That portion of Lot 6, more particularly described as follows:

BEGINNING at a point on Section Line, West 1404.5 feet from the South $\frac{1}{4}$ corner of said Section 18; thence
N. 00° 53' W., 200.00 feet; thence
N. 88° 30' W., 108.00 feet; thence
S. 00° 38' W., 97.7 feet; thence
N. 88° 30' W., 81.00 feet; thence
S. 10° 27' E., 110.00 feet; thence
East 173.4 feet to the TRUE POINT OF BEGINNING. (Tax Lot 8905)

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: A37-04026
Date Received: 10/27/1988
Receipt No: C004932, C005551
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ROBERT E. LYNN 208-788-3690
Address: P.O. BOX 2152
KETCHUM, ID 83340

AND

Name: KATHLEEN K. LYNN 208-788-3690
Address: P.O. BOX 2152
KETCHUM, ID 83340

2. Date of Priority: DEC 01, 1953

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Department of Water Resources

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
04N	18E	18	SW	SW	SW	6	BLAINE

5. Description of diverting works:
100 GALLON PRESSURE TANK.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.200		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/14 UNITS PLUS MGR.

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04N	18E	18		6	DOMEST	

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
NONE

14. Remarks:

THIS IS A 14 UNIT PLUS MGR UNIT WITH A 100 GALLON PRESSURE TANK.
THIS IS IN DAILY USE THROUGHOUT YEAR.

15. Basis of Claim: STATUTORY CLAIM

MICROFILMED
FEB 23 1993

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 X 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): Ernest D. Ly Date: SEPT 19, 1990
Kathleen K. Lyman Date: SEPT 19, 1990

State of Idaho)
County of Adair) SS.

Subscribed and sworn (or affirmed) before me this 19th day
of September 19 90 Ernest D. McMurdo
Notary Public

Seal

Residing at Adair
My Commission Expires July 16, 1991

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 A 37-04026
Date Received 10-27-88
Receipt Number Part. Co. 4932

NOTICE OF CLAIM
TO A
WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use is less than 13,000 gallons per day. Filing fee \$25

Please type or print clearly

1. Name of Claimant (s) ROBERT E & KATHLEEN K. LYNN Phone (208) 788 3690

Mailing Address PO BOX 2152, KETCHUM ID Zip 83340

2. Date of Priority (Only one (1) per claim) DEC 1953

3. Source of water supply (a) GROUNDWATER
which is tributary to (b) _____

4. Location of point of diversion is: Township 4N Range 18E
Section _____, 1/4 of _____ 1/4 of 18 1/4, Govt. Lot _____, B.M.,
County of BLAINE

Additional points of diversion if any: _____

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate 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. _____

6. Water is claimed for the following: (Limited to Domestic and/or Stockwater only. See Instructions)
(Both dates are inclusive) (cfs)
For DOMESTIC purposes from JAN 1 to DEC 31 amount 0.20
For _____ purposes from _____ to _____ amount _____

7. Total quantity claimed 0.20 (cfs)

8. Total consumptive use claimed is de minimus

9. Non-irrigation uses. Describe fully. (Domestic: give number of households served; Stockwater: Type and number of
livestock) DOMESTIC

10. Place a "D" for domestic and "S" for stockwater use in the corresponding place of use below.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4			
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4

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

12. Do you own the property listed above as place of use? Yes ☒ 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 ()

14. Remarks: THIS IS A 14 UNIT PLUS MGR UNIT WITH A 100 GALLON PRESSURE TANK THIS IS IN DAILY USE THROUGHOUT YEAR

15. Basis of Claim (check one) Beneficial Use ☒ 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 ☐ 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)

Ruth E Lynn
Kathleen B Lynn

Date 10/25/88

Date 10/25/88

For Organizations: I do solemnly swear or affirm that I am _____

of _____, that I have signed the foregoing
Organization

document in the space below as _____ of _____
Title Organization

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

Signature of Authorized Agent _____

Title and Organization _____

Date _____

State of Idaho/or _____)
County of Blaine) SS.

Subscribed and sworn (or affirmed) before me this

25th day of October 19 88

SEAL

Notary Public

Residing at

Hayden
FEB 23 1993
My Commission Expires July 16, 1991

Last Name

McMurdo

Ident No.

Copies: White-State, Yellow-Claimant

- b. Do you get water through a ditch owned by several users? _____ If yes, give the name of the ditch _____ The other users and their respective interests in the ditch are (if known) _____
6. Where water is used for stock watering, give number of each kind of stock watered _____
7. Where water is used for domestic or municipal purposes give number of families served 10 units (not name of town supplied _____)
8. Where water is used for other purposes not above enumerated, give the nature of use, the extent of use, and any details regarding the initiation of the right or subsequent later expansion. Be as specific as possible, giving dates and quantities _____
9. Remarks: please explain any details of your claim which you feel need clarification or additional explanation
There is a 100 gal pressure tank for the ten unit motel. This is in use daily throughout the year.

State of Idaho

County of Twin Falls } ss.

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 affiants knowledge.

Sworn to before me this 28th day of September, 1972

James P. Mahoney
 Claimant

Aminta L. Warrington
 Notary Public

Residing at Twin Falls

My commission expires Aug 2, 1976

For Department Use Only

Received by alw Date 9-28-72

Exception filed by:

Forwarded to claimant by: Date

Prelim. check by IS Date 9-28-72

#9446

Fee received by alw Date 9-28-72 Fee \$10.00

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 37-22438
Date Received: 3/24/2000
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

LIFT TOWER LODGE LLC Phone: (206)232-1068
PO BOX 1417
MERCER ISLAND WA USA 98040

2. Date of Priority: 12/01/1953

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
04N	18E	18	SW SW 6	BLAINE	

5. Description of diverting works:

100 GALLON PRESSURE TANK.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
COMMERCIAL	01/01	12/31	0.04	2.6

7. Total Quantity Appropriated is:
0.04 C.F.S. and/or 2.6 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
04N	18E	18	SW SW 6	COMMERCIAL	

11. Place of use in counties: BLAINE

12. Do you own the property listed above as place of use? No

13. Other Water Rights Used:

14. Remarks:

Claim amended 2-25-2009. kkc

THIS IS A 14 UNIT PLUS MGR UNIT WITH A 100 GALLON PRESSURE TANK. THIS IS IN DAILY USE THROUGHOUT YEAR.

***** AMENDMENT REMARKS 3-24-00 BY KKC.

THIS WATER RIGHT WAS ORIGINALLY CLAIMED AS A DOMESTIC WATER RIGHT, HOWEVER, CORRESPONDENCE FROM THE DEPARTMENT INDICATED THAT A COMMERCIAL HOTEL COULD NOT CLAIM 'DOMESTIC' AS THE PURPOSE OF USE. THEREFORE THIS AMENDED NOTICE OF CLAIM IS FILED TO INDICATE THAT THE PURPOSE OF USE IS 'COMMERCIAL'.

This claim represents the water use as it exists today. The original motel unit was a 10 unit motel that was expanded by the addition of 4 units and a 2 bedroom managers quarters as of October 1979 as per Br. Bob Lynn the owner at the time of the expansion. The total water use volume is based upon 39 bed spaces at 40 gal/day/space and 500 gallons of water for landscape irrigation twice a week for 150 days per year. The discharge of the pump was measured on July 31 2007 at 19 gpm. Evidence of the 1953 priority is attached.

This right is a split from former right 37-4026.

This portion of the split represents the original system development of 10 units developed in 1953.

15. Basis of Claim: Statutory Claim

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 37-4026
Date Received: 3/24/2000
Receipt No: S022911
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

LIFT TOWER LODGE LLC Phone: (206)232-1068
PO BOX 1417
MERCER ISLAND WA USA 98040

2. Date of Priority: 12/01/1953

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County
04N	18E	18	SW SW 6	BLAINE

5. Description of diverting works:

100 GALLON PRESSURE TANK.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
COMMERCIAL	01/01	12/31	0.04	2.6
DOMESTIC	01/01	12/31	0.04	

7. Total Quantity Appropriated is:

0.04 C.F.S. and/or 2.6 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
04N	18E	18	SW SW 6	COMMERCIAL	

Amended

*Split
4026
22438 22439*

11. Place of use in counties: BLAINE

12. Do you own the property listed above as place of use? No

13. Other Water Rights Used:

14. Remarks:

THIS IS A 14 UNIT PLUS MGR UNIT WITH A 100 GALLON PRESSURE TANK. THIS IS IN DAILY USE THROUGHOUT YEAR.

***** AMENDMENT REMARKS 3-24-00 BY KKC.

THIS WATER RIGHT WAS ORIGINALLY CLAIMED AS A DOMESTIC WATER RIGHT, HOWEVER, CORRESPONDENCE FROM THE DEPARTMENT INDICATED THAT A COMMERCIAL HOTEL COULD NOT CLAIM 'DOMESTIC' AS THE PURPOSE OF USE. THEREFORE THIS AMENDED NOTICE OF CLAIM IS FILED TO INDICATE THAT THE PURPOSE OF USE IS 'COMMERCIAL'.

This claim represents the water use as it exists today. The original motel unit was a 10 unit motel that was expanded by the addition of 4 units and a 2 bedroom managers quarters as of October 1979 as per Br. Bob Lynn the owner at the time of the expansion. The total water use volume is based upon 39 bed spaces at 40 gal/day/space and 500 gallons of water for landscape irrigation twice a week for 150 days per year. The discharge of the pump was measured on July 31 2007 at 19 gpm. Evidence of the 1953 priority is attached.

Claim amended 2-25-2009. kkc

15. Basis of Claim: Statutory Claim

Should questions arise during the processing of this application please contact:
David Shaw - ERO Resources Corp. (208) 373-7983

RECEIVED

FEB 23 2009

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

DEPARTMENT OF
WATER RESOURCES

**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 37-4026
Date Received: _____
Receipt No: _____
Received By: _____

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

Please type or print clearly

1. Name of Claimant(s) Lift Tower Lodge, LLC Phone (206) 232-1068
Mailing Address PO Box 1417, Mercer Island, WA Zip 98040
Street or Box City State
2. Date of Priority (Only one (1) per claim) 12/01/1953
Month Day Year (YYYY)
3. Source of water supply (Check one) Ground Water (X) or Other () (a) _____
which is tributary to (b) _____
4. a. Location of Point of Diversion is: Township 4N, Range 18E, Section 18,
_____ ¼ of SW _____ ¼ of SW _____ ¼, Govt. Lot 6, B.M., County of Blaine
Additional points of diversion if any: _____
If available, GPS Coordinates _____
b. If instream flow, beginning point of claimed instream flow is:
Township _____, Range _____, Section _____, _____ ¼ of _____, ¼ of
_____, ¼, 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. Submersible pump, 100 gallon pressure tank and piping.

Last Name _____ Ident. Number _____

6. Water is claimed for the following purposes:

For Commercial purposes from 1/1 to 12/31 amount 0.04 (cfs) or 2.6 (acre feet)
 For Domestic purposes from 1/1 to 12/31 amount 0.04 (cfs) or 2.6 (acre feet)
 For _____ purposes from _____ to _____ amount _____ (cfs) or _____ (acre feet)
 For _____ purposes from _____ to _____ amount _____ (cfs) or _____ (acre feet)

COPY

7. Total quantity claimed (a) 0.04 (cfs) and/or (b) 2.6 (acre feet)

8. Non-irrigation uses; describe fully. (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock, Etc.) 14 unit motel with 2 bedroom managers quarters

9. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. 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.

TWN	RNG	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
4N	18E	18											Lt 6 C						

Total number of acres irrigated _____

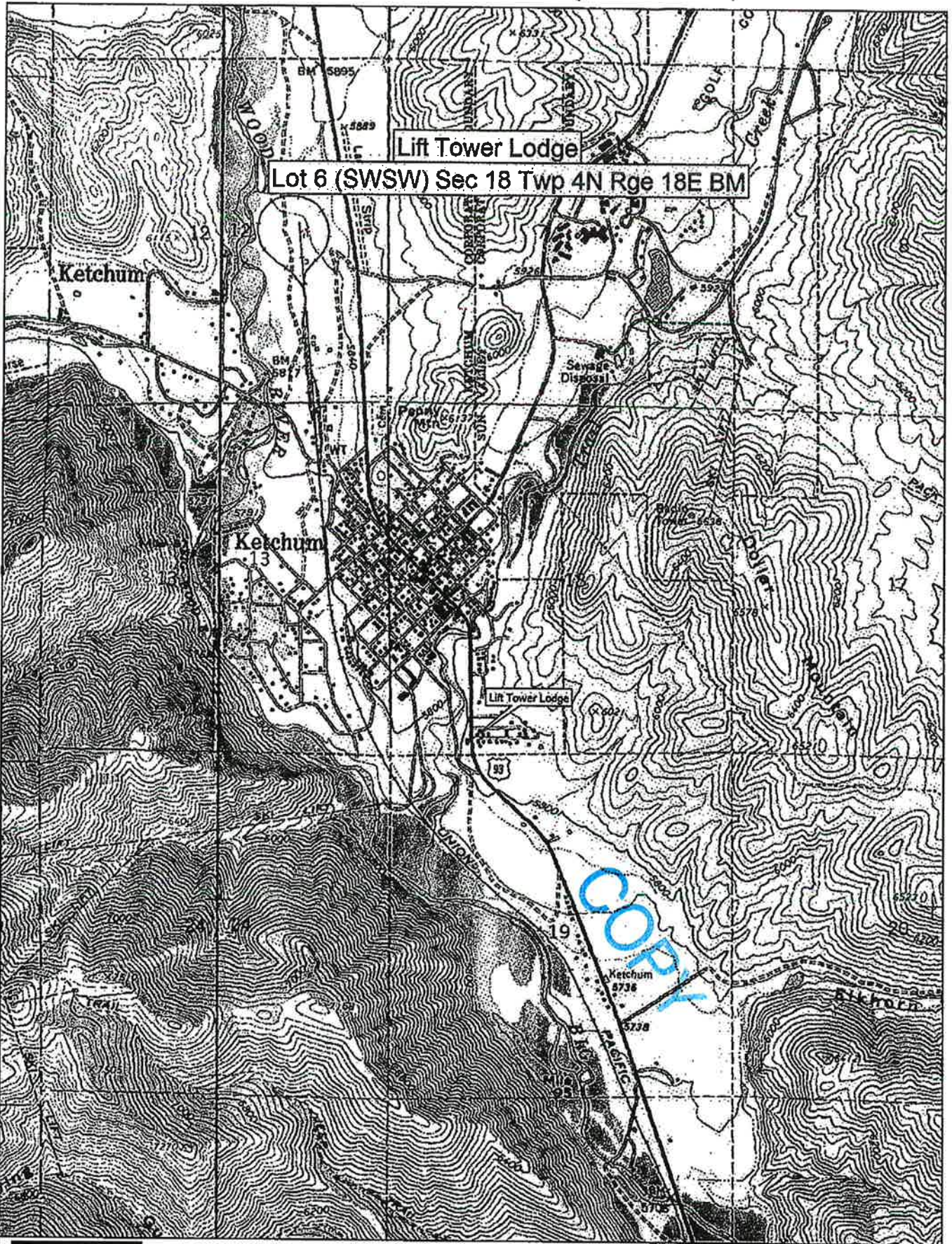
10. In which county (ies) are lands listed above as place of use located? Blaine

11. 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.

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

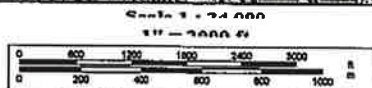
13. Remarks: This claim represents the water use as it exists today. The original motel unit was a 10 unit motel that was expanded by the addition of 4 units and a 2 bedroom managers quarters as of October 1979 as per Mr. Bob Lynn the owner at the time of the expansion. The total water use volume is based upon 39 bed spaces at 40 gal/day/space and 500 gallons of water for landscape irrigation twice a week for 150 days per year. The discharge of the pump was measured on July 31, 2007 at 19 gpm. Evidence of the 1953 priority is attached.

Last Name _____ Ident. Number _____



DE LORME

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Zoom Level: 13-1 Datum: NAD27



TN
MN
15.1°E

14. Basis of Claim (Check One) Beneficial Use ☒ Posted Notice _____ License _____ Permit _____ Decree _____

Court _____ Decree Date _____ Plaintiff vs Defendant _____

If applicable provide IDWR Water Right Number 37-4026

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: 1

For Individuals: I/We do solemnly swear or affirm under penalty of perjury 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 under penalty of perjury that I am

Office Manager of Lighthouse Lodge, LLC
Title Organization

that I have signed the foregoing document in the space below as

Office Manager of Lighthouse Lodge, LLC
Title Organization

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

Signature of Authorized Agent Rosemary Danceman Date 2/19/09

Title and Organization Office Manager, Lighthouse Lodge LLC

Please Print Name

16. Notice of Appearance:

Notice is hereby given that I, Richard R. Hall, Stoel Rives, LLP, 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 R R Hall

Address Stoel Rives, LLP, 101 S Capital Blvd, Ste 1900, Boise, ID 83702

Date 2/20/09

COPY

Last Name _____ Ident. Number _____



BLAINE COUNTY ASSESSOR

Valdi Pace

219 South First Avenue, #101

Hailey, Idaho 83333

Phone 208-788-5535

Fax 208-788-5542



RECEIVED

FEB 13 2009

WATER RESOURCES
WESTERN REGION

January 15, 2009

To whom it may concern:

The accompanied information is from the Blaine County Assessor's Office, regarding Parcel #RPK4N180180670, 703 S. Main ST, Ketchum Idaho.

Sincerely,

Amanda Larese

Blaine County Assessor's Office



PROPERTY MASTER

01/15/200

Year 2009	Parcel # RPK4N180180670	Parcel Status Active	Property Type Real	Reappraisal Year 2007
Location Code MARKET AREA E - R	Code Area 003001	Parcel Type	Appraiser TLR	Physical Inspection 04/11/2007

Physical Location	
Address	703 S MAIN ST KETCHUM ID 83340-0000
Group Type	SUB
Group #	ERES
Description	KETCHUM (TOWNSITE)
Zoning	
Township/Range/Section	4N 17E 11

Primary Owner/Contact Information	
Name	LIFT TOWER LODGE LLC PO BOX 1417 MERCER ISLAND WA 98040-0000

Legal	KETCHUM FR SWSW TL 7983 SEC 18 4N 18E SURVEY 523394
Deed Reference No:	

Additional Owners/Contacts

Solid Waste	
Unit	Type

Photo & Map	
Photo:	
Map:	MAP NUMBER K 822

Property Values	Status	State Cat. Code	Quantity	Assessed Value	Assessment Roll	Property Occupancy	Valuation Method
	Active	21	0.680	1,400,000	Primary	Non-Occupancy	UR BASE
	Active	21		600,000	Primary	Non-Occupancy	UR INCR
	Active	42		189,212	Primary	Non-Occupancy	UR BASE
	Active	42		0	Primary	Non-Occupancy	UR INCR
	Totals		0.680	2,189,212	Total Values		
				0	Less Homeowner's Exemption		
				2,189,212	Taxable Value		

COMMERCIAL BUILDING APPRAISAL REC'D

Blaine
(COUNTY)(PARCEL NO.)
OF

SHEET

Parcel No. RPK 40180180670A Code Area 3-01Name/Address Lynn, Robert E EtuxLegal Description Ketchum Lot 6 TL 3101 & 3100
Sec 18 40 18EProperty Address 703 South Main

VALUE SUMMARY

BUILDING—DEPR. REPL. COST \$ 182,427
 YARD IMPROVEMENTS—D.R.C. \$ 4948
 OTHER IMPROVEMENTS—D.R.C. \$ 187,375
COST APPROACH—TOTAL D.R.C. \$ 346,866
INCOME APPROACH—BLDG. RES. \$ 726,847
MARKET APPROACH—BLDG. RES. \$ 726,847
 IMP. VALUE CONCLUSION \$ 726,847
 ESTIMATED LAND VALUE \$ 726,847
 ESTIMATED PROPERTY VALUE \$ 726,847
 ASSESSOR'S CONCLUSION \$ 726,847
 ASSESSOR Tim Whig DATE 12-92

 INTERIOR INSP. ☒ YES ☐ NO OWNER TENANT ☒ MNGR. Bill
 BUILT 1952 REMODELED 1978-79 COST \$ SOLD 19

 ASKING PRICE \$ 1,375,000
 Id. M.L. Real Est
 AMOUNT \$ 7-97

 TYPE: Motel CLASS: 014 STORES: 2nd WALL HEIGHT 8-16

 Foundation Lt. Med. Hvy. Cont. Conc Blk. Rock Msry. Wd. Pier Post Piling Mudsill

 Exterior Wall Obt Sgl. Masonry Blk. Brk. Ven. Solid Stone Conc. Conc-Pip. T.Up.
Wood Fr. Sdg. Bevel Drop B&B Vert Horiz. Hdbd. Plywd. T-11 Cgl. Al. ExGlass.
Steel Fr. Rigid Conven. Mtlpln. Enam. Shg. Shk. Comp. Wd. Asb Stucco.

 Roof Flat Gab Arch Low Wood Rafter Trussed Truss-Joist Beam Lam. Truss
 Avg. Steel Purlin Plywd. Blup. W/Gr Shg. Rfg. T&G Deck
 Stp. Conc. Shgl. Shk. Comp. Wd. Al. Asb. Slate Cgl. Enam. Tile

 First Floor Obt Sgl. Swd. Hwd. Plywd Tile Lino Torginol Carpet Terrazzo.
 Conc. Grade Remt. Tile P&B Plank T&G Shig. Dock High.

 Interior Wall Part Clg. Dw. Plas. Comp. Swd. Hwd. Pnl. Plywd. KP. Ven. Pl.
 Dw. Plas. Comp. Swd. Hwd. Pnl. Plywd. Kp. Ven. Pl. Blk. Brk. Tile
 Dw. Plas. Comp. Swd. Hwd. Pnl. Plywd. Kp. Ven. Acoutile. Mil.

 Other Interior App. Blins. Extan. Fan&Hood Gas Elec. Oven Range Surf. Slidein Disp. Auto Spr. Clg. Fan
Swd. Hwd. Mtl. Top. Plc. Lino Tile Dishwasher

 Electrical 110 220 Power Lowvolt. Fluor. Incand. Ex. Gd. Avg. Fair X-Ray Non-Met.

 Plumbing Wc Lav. Ssk. Svc. Shower Laundry Tray
Wh. Df. Dsk. Sump T. M. Fg. Dr. Plc. Clay Porc.
Ur. W/C Csk. Lf. Tub W/S Encl. Indsk. Drain

 Heating and Cooling Gas Fa HdFuel. Steam Hwtr. Evap. Acond. Flr. Btu.
Fae On Skr. Hi Pump Radiant Comb. Unit Wall Unit
Fae Elec. B.B. Gravity Cable Conv. Gipnl. Custom

 Basement None Full Htg. FIN CLG. FLR. or WL Conc. Blk. Rock Dirt FLR Conc. Wd. Dirt
CLG. Dw. Plas. Comp. Plywd. Wd. Acoutile. PARK Dw. Plywd. Wd. Dirt
FLR. Tile Lino Corpet ELEC. Plas. Comp. Plywd. Wd.

 Upper Stories Flr. Clg. Wall Part.

Misc.

NO. OF UNITS BACKED STACKED DETACHED

COMMERCIAL APARTMENTS ROOM GRID

LOCATION	LIVING ROOM	KITCHEN	DINING ROOM	FAMILY/ REC.	BEDRMS.	BATH- ROOMS	OTHER ROOMS	FIREPLC.
FIRST FLOOR								
SECOND FLOOR								
BASEMENT								
ATTIC								

REMARKS:

SUMMARY
OF BLDG.
COMPUTATION

TOTALS	+	-							
NET. ADJ.									

Base Cost \$ 107,310 % \$ 107,310
 Building Area See inside Sq. Ft. \$ 107,310 PSF = \$ 107,310
 TOTAL BASE COST \$ 107,310
 19 93 C.M. 170 % x Qual. 100 % = 100 % Modifier
 Replacement Cost New \$ 182,427
 Depreciation: Physical, Functional and Economic Mkt. Adj. 100 %
 Depreciated Replacement Cost (Transfer to Value Summary) \$ 145,941

-APPRAISER: Craig EddlesDATE: 12/14/92COMPUTER: C.E.DATE 12/16/92

TITLE 42
IRRIGATION AND DRAINAGE -- WATER
RIGHTS AND RECLAMATION
CHAPTER 1
APPROPRIATION OF WATER -- GENERAL
PROVISIONS

42-111. DOMESTIC PURPOSES DEFINED. (1) For purposes of sections 42-221, 42-227, 42-230, 42-235, 42-237a, 42-242, 42-243 and 42-1401A, Idaho Code, the phrase "domestic purposes" or "domestic uses" means:

(a) The use of water for homes, organization camps, public campgrounds, livestock and for any other purpose in connection therewith, including irrigation of up to one-half (1/2) acre of land, if the total use is not in excess of thirteen thousand (13,000) gallons per day, or

(b) Any other uses, if the total use does not exceed a diversion rate of four one-hundredths (0.04) cubic feet per second and a diversion volume of twenty-five hundred (2,500) gallons per day.

(2) For purposes of the sections listed in subsection (1) of this section, domestic purposes or domestic uses shall not include water for multiple ownership subdivisions, mobile home parks, or commercial or business establishments, unless the use meets the diversion rate and volume limitations set forth in subsection (1)(b) of this section.

(3) Multiple water rights for domestic uses or domestic purposes, as defined in this section, shall not be established or exercised in a manner to satisfy a single combined water use or purpose that would not itself come within the definition of a domestic use or purpose under this section. The purpose of this limitation is to prohibit the diversion and use of water, under a combination of domestic purposes or domestic uses as defined in this section, to provide a supply of water for a use that does not meet the exemption of section 42-227, Idaho Code, and is required to comply with the mandatory application and permit process for developing a right to the use of water pursuant to chapter 2, title 42, Idaho Code.

TITLE 42
IRRIGATION AND DRAINAGE -- WATER
RIGHTS AND RECLAMATION
CHAPTER 2
APPROPRIATION OF WATER -- PERMITS,
CERTIFICATES, AND LICENSES -- SURVEY

42-227. DRILLING AND USE OF WELLS FOR DOMESTIC PURPOSES EXCEPTED. The excavation and opening of wells and the withdrawal of water therefrom for domestic purposes shall not be subject to the permit requirement under section 42-229, Idaho Code; providing such wells and withdrawal devices are subject to inspection by the department of water resources and the department of environmental quality and providing further that the drilling of such wells shall be subject to the licensing provisions of section 42-238, Idaho Code. Rights to ground water for such domestic purposes may be acquired by withdrawal and use.

SRBA

SUBCASE SUMMARY REPORT 37-04026

[Return to SRBA Home Page](#)

SRBA
12-18-2008

SUBCASE SUMMARY REPORT

HTML12

SUBCASE: 37-04026 FILE#: 01082
CLAIMANT: LIFT TOWER LODGE LLC
PO BOX 1417

MERCER ISLAND WA 98040
STATUS: AT ISSUE SPECIAL MASTER: BILYEU, BRIGETTE
WATER SOURCE: GROUND WATER
ISSUES: QUANTITY OF WATER USED
0

****** PARTIES INVOLVED ******

LIFT TOWER LODGE LLC C PRO SE
LIFT TOWER LODGE LLC O ATTY: HILL, TERESA A

****** ROA ENTRIES ******

09-11-2007	OBJ 01 F/B LIFT TOWER LODGE LLC	RB	01-15-2008 0001
09-11-2007	NOTICE OF CLAIM TO A WATER RIGHT (SENT BY CLAIMANT)		
08-14-2008	NOTICE SETTING INITIAL HEARING	1V	09-17-2008 0300
09-11-2008	HEARING HELD BY PHONE BY SM BILYEU	HH	09-11-2008 1200
09-11-2008	MINUTES - NO RECORDING		
09-11-2008	NOTICE SETTING STATUS CONFERENCE	US	01-21-2009 0300
09-11-2008	AMENDED ORIGINAL NOTICE OF CLAIM		

[Return to SRBA Home Page](#)

Identification No. _____

Claim No. 37-4026

Map No. _____

**STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION**

CLAIM TO A WATER RIGHT

Established by Diversion and Application to Beneficial Use

Under the provisions of Section 42-225a, Idaho Code, a person may file a claim to a right to use water which has been established by diversion and application to beneficial use. **The filing of this claim does not confirm the water right but will serve for information purposes only.** It may, however, become the basis for future adjudication of the water right by the Court.

(Please refer to the instructions on the back of this form)

1. Name of claimant Jay P. Mahoney (J's Warren Motel)
post office address Box 185, Ketchum, Idaho 83340

2. The point of diversion is in Lot 6 $\frac{1}{4}$ of $\frac{1}{4}$ Section 18 Township 4N
Range 18E B.M. located on Groundwater
(name of source)

tributary to _____ in Blaine County.

3. Dates of priority claimed: list the priority for each separate quantity that you claim. Priority dates should be based upon the earliest diversion of the water which has resulted in continued beneficial use since that time. If there has been an interval of five years or greater when the water was not beneficially used for the same purpose as originally appropriated, the priority that you claim should date from the time that the water was again beneficially applied following the period of non-use.

a. Date of priority claimed:

Dec. 1953 amount: 0.15 c.f.s. or _____ acre feet
_____ amount: _____ c.f.s. or _____ acre feet
_____ amount: _____ c.f.s. or _____ acre feet
Total claimed _____ c.f.s. or _____ acre feet.

b. Explain the purpose for which the water has been used and the time during the year when you have used the right claimed:

use domestic period of use from Jan. 1 to Dec. 31 (both dates inclusive)
use _____ period of use from _____ to _____ (both dates inclusive)
use _____ period of use from _____ to _____ (both dates inclusive)
use _____ period of use from _____ to _____ (both dates inclusive).

4. Description of diverting works:

a. Surface water diversion dam and/or headgate: material is composed of _____
_____; length is _____ feet; height is _____ feet;
width at bottom is _____ feet; with at top is _____ feet; explain any increase in diversion capacity since structure was first built, giving dates and estimated capacities if known _____

b. Underground water diverting works: is well flowing or pumped pumped; depth of well is 100 feet; diameter of well is 8 inches; type of pump is jet pump
capacity of pump is 7 g.p.m.; name and address of well driller is Geo. Rosseller

37 4026

Explain any significant increase in area irrigated since first use, give dates and acreages if known _____

b. Do you get water through a ditch owned by several users? _____ If yes, give the name of the ditch
_____. The other users and their respective
interests in the ditch are (if known) _____

6. Where water is used for stock watering, give number of each kind of stock watered _____

7. Where water is used for domestic or municipal purposes give number of families served 10 units (motel)
name of town supplied _____

8. Where water is used for other purposes not above enumerated, give the nature of use, the extent of use,
and any details regarding the initiation of the right or subsequent later expansion. Be as specific as possible,
giving dates and quantities _____

9. Remarks: please explain any details of your claim which you feel need clarification or additional explanation
There is a 100 gal pressure tank for the ten unit motel. This is in use daily
throughout the year.

State of Idaho }
County of Quinn Falls } ss.

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 affiants knowledge.

Sworn to before me this 28th day of September, 1972

James P. Mahoney
Claimant

Aminta L. Wautier
Notary Public
Residing at Quinn Falls

My commission expires Aug 2, 1976

For Department Use Only

Received by <u>alw</u> Date <u>9-28-72</u>	Exception filed by: _____	Forwarded to _____	Date _____
Prelim. check by <u>IS</u> Date <u>9-28-72</u>	#9446 _____	claimant by: _____	_____
Fee received by <u>alw</u> Date <u>9-28-72</u> Fee \$ <u>10.00</u>	_____	_____	_____
Approved for publication by <u>KWA</u>	_____	_____	_____
Published in <u>Wood River Journal</u> Dates <u>10- 5</u>	_____	_____	_____
<u>alw</u> & 10-12-72	_____	_____	_____

37 4026

KKC

Review to 7-30, 08

37-4026 Sky Tower LLC

Affidavit by Betty Caroline Dec 12, 2006

Lodge = 14 Rooms w/ 25 beds (50 person max)
each room has a private Bathroom

Lodge has 2 bathrooms, 2 Bedroom town houses
currently housing 4 people

Founding requirements for Lodge = 20 to 30 loads
of laundry/week in winter
30 to 40 loads/week in summer

Also a drip irrigation system for flowers, shrubs,
and trees; about 20 separate headings
and plants.

No discussion of historical development.

(Don't Put B) Recommendation to the Commission

Should have been Director of Commission

Christensen, Kelly

From: Christensen, Kelly
Sent: Tuesday, January 06, 2009 10:29 AM
To: Bromley, Chris; Kelly, Vicki
Subject: RE: 37-4026 (Lift Tower Lodge)

I haven't heard anything on this one for quite some time. Anything going on?

kkc

From: Christensen, Kelly
Sent: Thursday, December 18, 2008 3:44 PM
To: Bromley, Chris
Subject: RE: 37-4026 (Lift Tower Lodge)

Unless I inadvertently deleted them, this is the last correspondence I have concerning this right. I see that the settlement conference is set for 1-21-09.

It looks like there are a number of nagging issues associated with this one and it will not be resolved by a single meeting. One big issue is the attempt to file an additional domestic claim with a 1979 priority date to recognize an additional 4 units and a 2 bedroom manager's quarters. That runs against item 3 of 42-111.

The affidavit submitted gives a general overview of today's use and with a little more information a diversion volume probably could be determined. There is no real information available to confirm the diversion rate. etc etc.

Kelly

From: Bromley, Chris
Sent: Friday, August 08, 2008 11:15 AM
To: Christensen, Kelly
Subject: RE: 37-4026 (Lift Tower Lodge)

Maybe we could try and do something this next week or the week after?

I was caught up in initial hearing stuff the past couple of weeks.

From: Christensen, Kelly
Sent: Tuesday, July 29, 2008 11:30 AM
To: Bromley, Chris; Jones, Doug
Cc: Kelly, Vicki
Subject: RE: 37-4026 (Lift Tower Lodge)

I could meet most any time on Aug 4, 6, or 7. I don't have anything scheduled on those days yet.

Doug could you get Carrie to scan the file for me? I don't have much to go on and there isn't much on pc docs either.

On the pumping info request, I assume that you are looking to see if additional water (and how much) was developed regarding the original system vs the additional 4 units etc?

1/6/2009

From: Bromley, Chris
Sent: Tuesday, July 29, 2008 9:45 AM
To: Jones, Doug; Christensen, Kelly
Cc: Kelly, Vicki
Subject: RE: 37-4026 (Lift Tower Lodge)

Thanks, Doug.

Vicki, let's set this for an in-person initial hearing.

If Kelly has time, maybe we could schedule a time to meet with Teresa out at Western to talk about this claim. Kelly, can you pick a time in the next couple of weeks that I could propose?

Thanks,

Chris

From: Jones, Doug
Sent: Tuesday, July 29, 2008 9:38 AM
To: Bromley, Chris; Christensen, Kelly
Cc: Kelly, Vicki
Subject: RE: 37-4026 (Lift Tower Lodge)

Mmm. Perhaps the kindest thing to do would be to ask Ms. Hill to visit the Water Center and talk about AO1. To resolve this subcase we need:

- 1) Evidence of priority for before 1963 for a 10 unit hotel; perhaps business license info, tax records from city or county.
- 2) SF-4 for the "claim" sent to the court with the objection. This document is unnumbered and apparently not paid for so is not "in the door" for consideration.
- 3) The new claim is for domestic with a 1979 priority for a supposed enlargement of the facility adding 4 units and a managers townhouse assuming that the right will have 13k gpd for domestic and "associated uses" and be additive to the existing right.
- 4) Info relative to:
 - a. Whether the facility receives Ketchum City water service in addition to well use.
 - b. Changes in the pump size, capacity of pump from priority date to present.

Thanks,

Doug

From: Bromley, Chris
Sent: Monday, July 28, 2008 11:22 AM
To: Jones, Doug; Christensen, Kelly
Cc: Kelly, Vicki
Subject: 37-4026 (Lift Tower Lodge)

Doug and Kelly,

I'm looking at 37-4026 to see if it's one that we can do a telephonic initial hearing since the attorney representing the client doesn't appear much in the SRBA.

In looking at the comments in the recommendation, I see a note from Cynthia Clark saying that the claim was recommended as de minimus because there was no proof of priority submitted. Then in the documents associated with the objection, I see that a "claim" was filed along with the objection. I'm not sure why this was done. And it leads me to believe that the attorney isn't exactly sure of what she's doing.

1/6/2009

Could one of you take a quick look through the file and let me know if this is something that is easily resolvable or if we need to spend time in-person with the claimant and attorney.

Thanks,

Chris

Christensen, Kelly

From: Bromley, Chris
Sent: Tuesday, July 29, 2008 1:21 PM
To: Jones, Doug; Christensen, Kelly
Cc: Kelly, Vicki
Subject: RE: 37-4026 (Lift Tower Lodge)

Like I said, I'm not sure that the attorney knows what she's doing. A meeting will be a good starting point.

Chris

From: Jones, Doug
Sent: Tuesday, July 29, 2008 12:01 PM
To: Christensen, Kelly; Bromley, Chris
Cc: Kelly, Vicki
Subject: RE: 37-4026 (Lift Tower Lodge)

They claimed .2 cfs, but the original StatClaim has .2 cfs but also indicates 7 gpm (~0.02 cfs) capacity with 100 gallon pressure tank!?.

The "late claim" is signed by Mobley who indicates on IDSOS that she is a bookkeeper. Is this sufficient authorization?

Sure, I'll have Carries scan and profile this. Thanks Kelly!

Doug

From: Christensen, Kelly
Sent: Tuesday, July 29, 2008 11:30 AM
To: Bromley, Chris; Jones, Doug
Cc: Kelly, Vicki
Subject: RE: 37-4026 (Lift Tower Lodge)

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Could one of you take a quick look through the file and let me know if this is something that is easily resolvable or if we need to spend time in-person with the claimant and attorney.

Thanks,

Chris

7/30/2008

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

In Re SRBA

Case 39576

A. Subcase 37-4026

(Insert water right number)

**STANDARD FORM 1
OBJECTION**

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: Lift Tower Lodge, LLC

Address: P.O. Box 1417

Mercer Island, WA 98040

Daytime Phone: (206) 232-1068

Name & Address of Attorney, if any:

Teresa A. Hill

Stoel Rives, LLP

101 S. Capitol Blvd., Ste. 1900

Boise, ID 83702

C. CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name: Lift Tower Lodge, LLC

Address: P.O. Box 1417

Mercer Island, WA 98040

Daytime Phone: (206) 232-1068

D. I object to the following elements as recommended in the Director's Report. (Please check the appropriate box(es)):

1. ☐ **Name and Address**

Should be: _____

2. ☐ **Source**

Should be: _____

3. ☒ **Quantity**

Should be: 2.8 AFY

4. ☐ **Priority Date**

Should be: _____

5. ☐ **Point of Diversion**

Should be: _____

6. ☐ **Instream Flow Beginning and Ending Point**

Should be: _____

7. ☐ **Purpose(s) of Use**

Should be: _____

8. ☐ **Period of Year**

Should be: _____

9. ☐ **Place of Use**

Should be: _____

10. **I object because:**

☐ This water right should not exist.

☐ This water right was not recommended, but should be recommended with the elements described above.

E. REASONS SUPPORTING OBJECTION(S):

The following conditions are not appropriate for a commercial water use: (1) limitation of the right to 2500 gpd; and (2) quantity of water decreed is not a determination of historical beneficial use.

F.

VERIFICATION (Must be Completed)

State of Idaho)
) ss.
County of Ada)

Tevesa A. Hill

(Name of person filing objection)

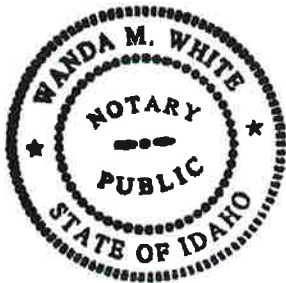
, duly sworn, upon oath, deposes and says:

That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

Signature of person filing objection

[Signature]
Attorney signing in representative capacity

Subscribed and sworn to before me on: September 10, 2007



Wanda M. White
Notary Public for Idaho
Residing at: Mt Home, Elmore City.
My Commission expires: 9-30-08

INSTRUCTIONS FOR MAILING

You must mail the objection, to the Clerk of the Court. **FAX filings will not be accepted.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

G. CERTIFICATE OF MAILING

I certify that on 9/10, 2007, I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

2. One copy to the claimant of the water right at the following address:

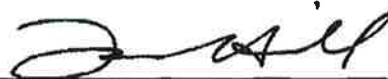
Teresa A. Hill
Stoel Rives, LLP
101 S. Capital Blvd., Ste. 1900
Boise, ID 83702

3. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

Chief, Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise, ID 83711-4449

United States Department of Justice
Environment and Natural Resources Division
550 West Fort Street, MCS 033
Boise, ID 83724



Signature of Objector or attorney
mailing on Objector's behalf



RECEIVED

SEP 11 2007

DEPARTMENT OF
WATER RESOURCES

101 S. Capitol Boulevard, Suite 1900
Boise, Idaho 83702
main 208.389.9000
fax 208.389.9040
www.stoel.com

September 10, 2007

TERESA A. HILL
Direct (208) 387-4264
tahill@stoel.com

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls, ID 83303-2707

Re: **Lift Tower Lodge**
SRBA Case 39576

Ladies:

Enclosed for filing please find a Standard Form 1 Objection as well as a Notice of Claim to a Water Right. Please return a conformed copy of the documents to me in the enclosed, self-addressed, stamped envelope provided.

Thank you for your assistance. If you have any questions regarding the enclosed filing, please contact David Shaw at ERO Reserouces Corp (208) 373-7983.

Very truly yours,

Teresa A. Hill

TAH:ww
Enclosures

cc: IDWR Document Depository
Chief, Natural Resources Division
U.S. Dept. of Justice, ENR Division
David Shaw
Barbara Mobley

Boise-207301.1 0022598-00023

Oregon
Washington
California
Utah
Idaho

Should questions arise during the processing of this application please contact:
David Shaw - ERO Resources Corp. (208) 373-7983

**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: _____
Date Received: _____
Receipt No.: _____
Received By: _____

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW
For Domestic and/or Stockwater Purposes
Where Daily Use is less than 13,000 gallons per day.**

1. Name of Claimant(s) Lift Tower Lodge, LLC Phone (208) 232-1068
Mailing Address P.O. Box 1417, Mercer Island, WA Zip 98040
2. Date of Priority (Only one per claim) 10/1/1979
Month/Day/(YYYY)
3. Source of water supply (Check one) Groundwater (XX) or Other () (a) _____
which is tributary to (b) _____
4. Location of Point of Diversion is: Township 4N, Range 18E, Section 18,
SW, ¼ of SW, ¼, or Govt. Lot 6, BM., County of Blaine; Parcel (PIN) No. _____
Additional points of diversion if any: _____
5. Description of diverting works (Wells, Pumps, Spring boxes, Pipelines, 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.
Submersible pump, 100 gallon pressure tank and piping.
6. Water is claimed for the following: (limited to Domestic and/or Stockwater uses. See page 1 of the Instructions.)
For Domestic purposes from 1/1 to 12/31 amount 0.02
For _____ purposes from _____ to _____ amount _____
7. Total quantity claimed 0.02 (cfs) or (AFA)
8. Non-irrigation uses. Describe fully. (eg. Domestic: give number of households served if single ownership;
Stockwater: Type and Number of livestock) 4 guest units and 2 bedroom managers quarters

9. Location of Place of use is: Township 4N, Range 18E, Section 18,

SW ¼ of SW ¼, Govt. Lot 6, BM.; Parcel (PIN) No. _____

for (Circle One) Domestic Stock Domestic and Stock

Additional places of use, if any _____

10. Which county (ies) are lands listed above as place of use located? Blaine

11. Do you own the property listed above as place of use? Yes (XX) No ()

If your answer is No, describe in Remarks below the authority you have to claim this water right.

12. Describe any other water rights used at the same place and for the same purposes as described above.

None () 37-4026 for 10 original units.

13. Remarks:

This water right is used in conjunction with 37-4026. This water right is for 4 additional guest units and managers quarters added to the lodge. Domestic use is claimed to take advantage of "any other uses" provision of Section 42-111(1)(b).

14. Basis of Claim (Circle One) Beneficial Use Posted Notice License Permit Decree

Court _____ Decree Date _____ Plaintiff v Defendant _____

If applicable provide IDWR Water Right Number _____

15. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read, and understood 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 under the penalty of perjury 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 under the penalty of perjury that I am

PROPERTY MGR. / AGENT of LIFT TOWER LODGE LLC

Title

Organization

that I have signed the foregoing document in the space below as

PROPERTY MGR. / AGENT of LIFT TOWER LODGE LLC

Title

Organization

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

Signature of Authorized Agent Barbara Mobley Date 9/7/07

Title and Organization PROPERTY MGR / AGENT BARBARA MOBLEY

Please Print Name

16. Notice of Appearance:

Notice is hereby given that I, Teresa A. Hill, 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 Teresa Hill

Address Stoel Rives, LLP, 101 S. Capital Blvd, Ste 120, Boise, ID 83202

Date 9/10/07

Last Name _____ Identification No. _____

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 37-4026
Date Received: 3/24/2000
Receipt No: S022911
Received By:

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

1. Name of Claimant(s)

LIFT TOWER LODGE LLC Phone: (206)232-1068
PO BOX 1417
MERCER ISLAND WA 98040

2. Date of Priority: 12/01/1953

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
04N	18E	18	SW SW 6	BLAINE	

5. Description of diverting works:

100 GALLON PRESSURE TANK.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
COMMERCIAL	1/01	12/31	0.2	

7. Total Quantity Appropriated is:
0.2 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
04N	18E	18	6	COMMERCIAL	

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:

14. Remarks:

THIS IS A 14 UNIT PLUS MGR UNIT WITH A 100 GALLON PRESSURE TANK. THIS IS IN DAILY USE THROUGHOUT YEAR.

***** AMENDMENT REMARKS 3-24-00 BY KKC.

THIS WATER RIGHT WAS ORIGINALLY CLAIMED AS A DOMESTIC WATER RIGHT, HOWEVER, CORRESPONDENCE FROM THE DEPARTMENT INDICATED THAT A COMMERCIAL HOTEL COULD NOT CLAIM 'DOMESTIC' AS THE PURPOSE OF USE. THEREFORE THIS AMENDED NOTICE OF CLAIM IS FILED TO INDICATE THAT THE PURPOSE OF USE IS 'COMMERCIAL'.

15. Basis of Claim: Statutory Claim

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

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(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
37-4026					

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)	Lift Tower, L.L.C., PO Box 1567 Twin Falls, Idaho 83303-1567
4. New Owner/Claimant(s)	Lift Tower Lodge, LLC
	Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address	PO Box 1417
City, State and ZIP Code	Mercer Island, WA 98040
New Telephone Number	(206) 232-1068
5. Date you acquired the property	August 1, 2005

Form 42-248/42-1469(6) Dec 2006

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 will not be split, skip this area and proceed to item 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

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.

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

 OWNER

(title if applicable)

(title if applicable)

For IDWR Office Use Only:

Received by _____

Date _____

Fee _____

Received by _____

Date _____

Receipt No. _____

Processed by _____ AJ

Date _____

WR _____ Date _____

No. W 43248	Due no later than October 31, 2006		2. Registered Agent and Office NO PO BOX
Return to:	Annual Report Form		
SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080	1. Mailing Address - Correct in this box if applicable LIFT TOWER LODGE, LLC PO BOX 1417 MERCER ISLAND, WA 98040		CT CORPORATION SYSTEM 300 N. 4TH ST. BOISE, ID 83720 STATE NO. 04 0408 Signature
NO FILING FEE IF RECEIVED BY DUE DATE			
4. Limited Liability Companies: Enter Names and Addresses of Members.			
Office held	Name	Street or P.O. Address	City State Zip
PRESIDENT	FRANK W. ARITT	PO BOX 1417	MERCER ISLAND WA 98040
5. Organized Under the Laws of:		6.	
WASHINGTON		Signature <i>[Signature]</i> Date <i>8/21/06</i>	
W 43248		Name <i>B. Mobley</i> Title <i>Bookkeeper</i>	
Issued 08/01/2006		Do Not Tape or Staple	
		200610002638	

AFTER RECORDING, RETURN TO:

Kris Ormseth
Stoel Rives LLP
101 South Capitol Boulevard – Suite 1900
Boise, ID 83702

Instrument # 523872

HAILEY, BLAINE, IDAHO

2005-08-01 03:26:00 No. of Pages: 4

Recorded for : BLAINE COUNTY TITLE

MARSHA RIEMANN

Fee: 12.00

Ex-Officio Recorder Deputy

Index to: WTYOCCORP DEED

WARRANTY DEED

FOR VALUE RECEIVED, **Lift Tower, L.L.C.**, an Idaho limited liability company ("Grantor"), does hereby convey to **Lift Tower Lodge, LLC**, a Washington limited liability company ("Grantee"), whose address is 6031 SE 32nd Street, Mercer Island, Washington 98040, the following described property situated in Blaine County, Idaho:

See **Exhibit "A"** attached hereto.

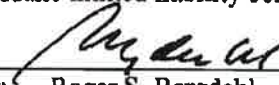
TOGETHER WITH all and singular the tenements, hereditament, and appurtenances thereunto belonging, or otherwise appertaining, and all estate, right, title and interest in and to the said property.

And Grantor does warrant the title against all persons whomsoever, subject only to the matters set forth on **Exhibit "B"** attached hereto.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed this 1st day of August, 2005.

GRANTOR:

Lift Tower, L.L.C.,
an Idaho limited liability company


By: Roger S. Bergdahl
Its: Authorized Agent

STATE OF IDAHO)
 Blaine) ss.
County of ~~Ada~~)

On this 1st day of August, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared **Roger S. Bergdahl**, known or identified to me to be the authorized agent of **Lift Tower, L.L.C.**, the limited liability company that executed the within and foregoing instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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.



Kristen Kludt
Notary Public for Idaho
Residing at Ketchum
My commission expires: 12-14-07

EXHIBIT "A"

Township 4 North, Range 18 East, Boise Meridian, Blaine County, Idaho

Section 18: A parcel of land within the SW $\frac{1}{4}$ SW $\frac{1}{4}$ more particularly described as follows:

Commencing at a Brass Cap marking the Section Corner common to Sections 13 and 24, T4N, R17E, B.M. and Sections 18 and 19, T4N, R18E, B.M., Blaine County, Idaho; thence North 89°08'54" East, 1,381.41 feet along the section line common to said Sections 18 and 19 to a Brass Cap marking the West 1/16 Corner of said Sections 18 and 19; thence South 89°08'54" West 84.89 feet along said section line to a point on the westerly boundary of State Highway 75, said point being the TRUE POINT OF BEGINNING;

Thence continuing along said section line South 89°08'54" West, 172.16 feet;

Thence leaving said section line North 09°29'55" West, 111.73 feet;

Thence South 88°49'19" East, 10.21 feet to a 5/8" rebar marking the southwest corner of Westridge Condominiums Phase II, according to the official plat thereof, recorded as Instrument No. 455409, records of Blaine County, Idaho;

Thence along the boundary of said Westridge Condominiums Phase II by the following courses:

South 88°49'19" East, 70.79 feet;

Thence North 00°23'59" East, 97.74 feet;

Thence South 88°31'14" East, 105.17 feet to a point on the westerly boundary of said State Highway 75;

Thence leaving said Westridge Condominiums and along said westerly boundary of State Highway 75 by the following courses:

South 00°53'38" East 169.94 feet;

Thence 31.11 feet along a curve to the left, said curve having a central angle of 02°22'39", a radius of 749.68 feet and a chord length of 31.10 feet that bears South 02°04'57" East to the True Point of Beginning. (TL 6905)

EXHIBIT "B"
To Warranty Deed

Exceptions

1. General taxes for the year 2005, a lien not yet due and payable.
2. Water, sewer and rubbish charges of the City of Ketchum not yet due and payable
3. Title to, and easements in, any portion of the land lying within any public highways, roads, and streets

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: A37-04026

Date Received: 3/24/2000

Receipt No: _____

Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: LIFT TOWER LLC 208-733-5500
Address: PO BOX 1567
TWIN FALLS ID 83301-1567

2. Date of Priority: DEC 1, 1953

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	18E	18	SW	SW		6	BLAINE

5. Description of diverting works:
100 GALLON PRESSURE TANK.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
COMMERCIAL	01/01	12/31	0.200		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
COMMERCIAL LODGING > 10 UNITS

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	18E	18			6	COMMER	

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
NONE

14. Remarks:

THIS IS A 14 UNIT PLUS MGR UNIT WITH A 100 GALLON PRESSURE TANK.
THIS IS IN DAILY USE THROUGHOUT YEAR.

AMENDMENT REMARKS 3-24-00 BY KKC. THIS WATER RIGHT WAS
ORIGINALLY CLAIMED AS A DOMESTIC WATER RIGHT, HOWEVER,
CORRESPONDENCE FROM THE DEPARTMENT INDICATED THAT A COMMERCIAL
HOTEL COULD NOT CLAIM 'DOMESTIC' AS THE PURPOSE OF USE. THEREFORE
THIS AMENDED NOTICE OF CLAIM IS FILED TO INDICATE THAT THE
PURPOSE OF USE IS 'COMMERCIAL'.

15. Basis of Claim: STATUTORY CLAIM

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 37-04026

Date Received 3-24-00 KKC

Receipt Number 5022911

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

RECEIVED

MAR 24 2000

Department of Water Resources
Southern Region

Please type or print clearly

1. Name of Claimant (s) LIFT TOWER LLC Phone 208) 733-5500

Mailing Address P.O. BOX 1567, TWIN FALLS, ID 83303-1567 Zip

2. Date of Priority (Only one (1) per claim) DECEMBER 1, 1953

3. Source of water supply (a) GROUNDWATER
which is tributary to (b) N/A

4. a. Location of existing point of diversion is: Township 04N Range 18E Section 18,
SW 1/4 of SW 1/4 of 6 1/4, Govt. Lot, N/A B.M., County of BLAINE

Additional points of diversion if any: N/A

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

Township N/A Range N/A Section N/A, N/A 1/4 of N/A 1/4 of N/A 1/4,

Govt. Lot N/A B.M., County of N/A

ending point is: Township N/A Range N/A 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. 100 GALLON PRESSURE TANK

OPV

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For COMMERCIAL purposes from 01/01 to 12/31 amount .20 CFS or N/A

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) .20 CFS (cfs) and/or (b) N/A (acre feet)

8. Total consumptive use claimed is ALL acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) COMMERCIAL LODGING > 10 UNITS

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. 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	

Total number of acres irrigated _____

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

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.
N/A or None ()

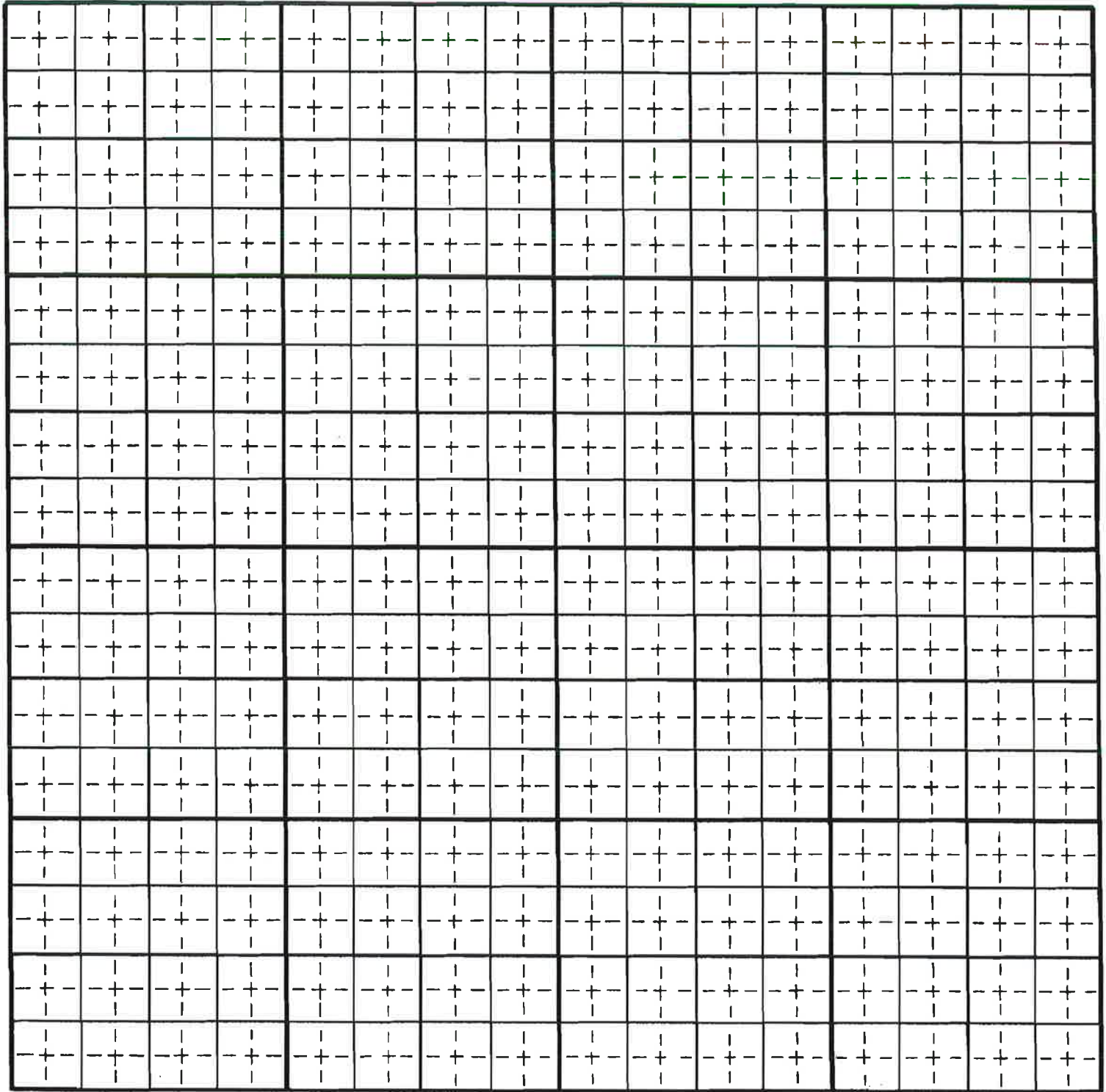
14. Remarks:
THIS WATER RIGHT WAS ORIGINALLY CLAIMED AS A DOMESTIC WATER RIGHT, HOWEVER, CORRESPONDENCE FROM THE DEPARTMENT INDICATED THAT A COMMERCIAL HOTEL COULD NOT CLAIM "DOMESTIC" AS THE PURPOSE OF USE. THEREFORE, THIS AMENDED NOTICE OF CLAIM IS FILED TO INDICATE THAT THE PURPOSE OF USE IS "COMMERCIAL."

Last Name _____ 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.

Scale: 2 Inches equals 1 mlie



Last Name _____ Ident No. _____

Copies: White-State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use _____ 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 _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments _____

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 ATTORNEY

Title

of LIFT TOWER LLC, that I have signed the foregoing

Organization

document in the space below as ATTORNEY of LIFT TOWER LLC

Title

Organization

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

Signature of Authorized Agent _____

Title and Organization _____

Attorney / Lift Tower LLC

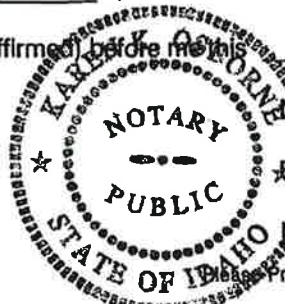
Date 3/24/00

State of Idaho/or _____)

County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 24th day of March 19 2000

SEAL



Notary Public _____

Residing at _____

My Commission Expires _____

3-22-05

Print Name _____

17. Notice of Appearance:

Notice is hereby given that I, Jason R. Miday 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 _____

Address P.O. Box 5298 Twin Falls Idaho 83303-5298

Date 3/24/00

COPY

Last Name _____ Ident. Number _____

Copies White-State, Yellow-Claimant



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

**DIRK KEMPTHORNE
GOVERNOR**

**KARL J. DREHER
DIRECTOR**

March 24, 2000

**JASON R MICIAK
PO BOX 5298
TWIN FALLS ID 83303**

RE: AMENDMENT OF A37-04026

Dear Jason

**Enclosed is electronic copy of the amendment and change of ownership for the above listed claim,
and the receipt for the additional fees.**

Sincerely

**Kelly K Christensen
Sr Water Resource Agent**

Enclosures

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: SEP-19-1997
PAGE: A-1

RIGHT NUMBER: 37-04026

NAME & ADDRESS: ROBERT E LYNN
KATHLEEN K LYNN
PO BOX 2152
KETCHUM ID 83340

SOURCE: GROUNDWATER

QUANTITY: 0.2 CFS

PRIORITY DATE: 12/01/1953

POINT OF DIVERSION: T04N R18E S18 ~~LOT 6~~ SWSW *✓* Within BLAINE County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	DOMESTIC D/14 UNITS PLUS MGR.	01-01 12-31	0.2 CFS

PLACE OF USE: DOMESTIC
T04N R18E S18 ~~LOT 6~~ SWSW *✓* Within BLAINE County

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

(THIS IS A 14 UNIT PLUS MGR UNIT WITH A 100 GALLON PRESSURE TANK.
THIS IS IN DAILY USE THROUGHOUT YEAR.)

EXPLANATORY MATERIAL: BASIS OF CLAIM - STATUTORY CLAIM

K4N180180670

AKA 2.10 Lower Forge
903 Main 83340



NOT
DOMESTIC
CLAIM

C065551

Verified by *[Signature]* Date: *1/6/98*

Verification Source: *[Signature]*

C004932

01/04/89
11:41:29

RIVER RUN MOTEL

PARTIAL ADJUDICATION FEE A37-04026

0410162 9337 6490

\$25.00

\$25.00

CHECK 2600

Idaho Department of Water Resources

Region: STATE

Signature: _____

MICROFILMED
FEB 23 1993

RECEIVED

MAR 24 2000

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

Department of Water Resources
Southern Region

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): 37-04026
 Adjudication Claim No(s): 37-04026

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 claims(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 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 ROBERT E. AND KATHLEEN K. LYNN
P.O. BOX 2152, KETCHUM, ID 83340

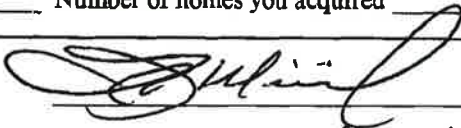
4. New Owner/Claimant(s) LIFT TOWER LLC
Name Connector (Check one): [] and, [] or, [] and/or
 New Mailing Address P.O. BOX 1567
 City, State and ZIP Code TWIN FALLS, ID 83303-1567
 New Telephone Number (208) 733-5500

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 _____ Number and type of stock _____

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

7. Signature of New Owner(s) or Claimant(s). 
Attorney for Lift Tower LLC
 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.

APR-21-99 WED 03:02 PM

SAWTOOTH TITLE COMPANY

FAX NO. 1208/261062

P. 02/16

Real Estate Purchase and Sale Agreement

133723 N/A

Purchase Price \$ 950,000 **Nine Hundred Fifty Thousand Dollars**

Seller: Lynn

11:42 03 1999

Buyer: Roger Bergdahl and/or nominees—vesting to follow at closing

Property Address: Lift Tower Lodge

Legal Description: Ketchum TL 6905, #703 South Main Street

City: Ketchum

County: Blaine

State: Idaho

Buyer hereby agrees to buy, and Seller agrees to sell, the property on the following terms and conditions:

Terms The purchase price is payable as follows:

- \$ 300,000 Cash, cashier's check, or certified funds at closing, including Earnest Money.
350,000 Seller Financing - See Financing/Other Terms.
300,000 Other Lot on Canyon to be taken free and Clear as trade
\$ 950,000 Total Purchase Price - Not including closing costs.

Earnest Money \$ 20,000 **Twenty Thousand and 00/100 Dollars**

Evidenced By:

To Be Held By:

Other Remarks:

☒ Personal Check☐ Listing Broker

deposit on acceptance by all parties and removal of contingency

☐ Cashier's Check☐ Selling Broker☐ Promissory Note☐ Title Company

Earnest Money to be deposited in trust account upon acceptance of this agreement by all parties.

Offer Expires On Date: 2/22/99

Time: 5 pm

Closing Date 5/1/99**Possession Date:** ☒ On the closing date ☐**Inspections**N/A ☐

This offer is contingent upon Buyer's inspection of the premises and acceptance of the condition of the premises. Buyer shall have the right to conduct inspections, tests, surveys and other studies ("inspections") at Buyer's sole cost. Seller shall provide reasonable access for such inspections. Buyer shall indemnify Seller and hold Seller harmless from all injury, loss or liability regarding such inspections. If Buyer has not waived or satisfied this contingency in writing on or before

3/18/99

then this Agreement shall terminate and the earnest money shall be refunded to Buyer (less any expenses incurred on behalf of Buyer pursuant to the "Costs Paid By" section of this agreement), unless on Buyer's request Seller extends the deadline in writing prior to expiration of the above deadline, in which case the new deadline shall control this contingency.

Financing This Agreement is contingent upon Buyer securing the following financing:N/A ☐

Buyer agrees to make a best effort to obtain such financing and to make written application within business days after acceptance of this agreement by both parties. If Buyer has not waived or satisfied this contingency in writing on or before

this Agreement shall terminate and the earnest money shall be refunded to Buyer (less any expenses incurred on behalf of Buyer pursuant to the "Costs Paid By" section of this agreement), unless on Buyer's request Seller extends the deadline in writing prior to expiration of the above deadline, in which case the new deadline shall control this contingency.

New Loan ☐
 Assume Existing ☐

Type of Loan:

Conv. ☐FHA ☐VA ☐Fixed Rate ☐Adj. Rate ☐

Other Terms:

Buyer to execute a note, in favor of seller in the form of first deed of trust at \$350,000 payable at 8% per annum, interest only, quarterly payments, all due on/before 1/1/2006 in full.

No points and no prepayment penalty to buyer.

Total Points
 Amount
 Maximum % Rate
 Years

Document # WFDM - 78**Date** 2/19/99

APR-21-99 WED 03:02 PM JANTOOTH TITLE COMPANY

FAX NO. 1200/261062

P. 03/16

Sale of Buyer's Property

This offer is contingent on the closing of a sale of Buyer's property located at

If Buyer has not waived or satisfied this contingency in writing on or before

then this Agreement shall terminate and the earnest money shall be refunded to Buyer (less any expenses incurred on behalf of Buyer pursuant to the "Costs Paid By" section of this agreement), unless on Buyer's request Seller extends the deadline in writing prior to expiration of the above deadline, in which case the new deadline shall control this contingency.

Bump ClauseN/A ☒

Seller shall have the right to continue to offer the herein premises for sale and to accept offers until such time as said contingencies have been waived or removed by Buyer. Should Seller receive another acceptable offer to purchase, Seller shall give Buyer written notice of such new offer. In the event the Buyer does not waive or satisfy all contingencies in writing within

after the receipt of such notice then this Agreement shall terminate and all deposits returned to Buyer less expenses incurred on behalf of Buyer pursuant to the "Costs Paid By" section of this agreement. In the event the Buyer does waive or remove the contingencies, the Buyer shall proceed to purchase the premises under the remaining terms and conditions of this Agreement, notwithstanding that the terms of the new offer may be more or less favorable. Notice shall be considered given on the earlier of either: personal delivery of notice to the Buyer or his/her representative or two calendar days following the date of mailing evidenced by the postmark on the envelope containing such notice. All notices shall be sent to the addresses shown on this Agreement.

Other ContingenciesN/A ☐

1. Contingent on buyers level #1 environmental inspection, costs split 50/50 between buyer and seller (cost \$1700 approx.)

If Buyer has not waived or satisfied this/these contingency(ies) in writing on or before
3/18/99

then this Agreement shall terminate and the earnest money shall be refunded to Buyer (less any expenses incurred on behalf of Buyer pursuant to the "Costs Paid By" section of this agreement), unless on Buyer's request Seller extends the deadline in writing prior to expiration of the above deadline, in which case the new deadline shall control this contingency.

Lead-Based Paint The subject property is target housing (built prior to 1978) regarding lead-based paint and/or lead-based paint hazards: NO ☐ YES ☒ If "YES", then the Lead-Based Paint Contingency Addendum must be attached to and made a part of this contract.

Included Items (In addition to para 4 on pg 3.)

all furnishings, fixtures and equipment associated with
Lift Tower Lodge—Inventory submitted from seller
before April 1, 1999

Excluded Items

renters personal belongings

Costs To Be Paid By	Appraisal	Loan Assumpt.	Title Ins.	Well Insl.	Septic Insl.	Septic Pumping	Closing Agent Fee	Assess-ments	level 2 environment	
Buyers	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐
Sellers	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐
Share Equally	☐	☐	☐	☐	☐	☐	☒	☐	☒	☐
N/A	☐	☒	☐	☒	☒	☒	☐	☒	☐	☐
Document # WFDN - 78 Date 2/19/99										

APR-21-99 WED 03:02 PM SAWTOOTH TITLE COMPANY

FAX NO. 1208/261062

P. 04/16

Additional Terms

Subject to sellers taking Canyon Run lot in 1031 exchange as partial payment toward Lift Tower (\$300,000) Lot 3C to be split by R. Bergdahl to remove existing home before closing, subdivide into two equal lots approximately 18,200 s.f. each and allow Lynn the choice of lots.

Seller is licensed real estate broker in the state of Idaho, *Representing herself.*

Agents

Listing Agent K. Lynn
Agency Idaho Mountain Realty
Phone 726 2266

Selling Agent S. Wingot
Agency Wingot Fulton Daniels McCoy
Phone 726 9191

Responsible Closing Broker/Office: Wingot Fulton Daniels McCoy
Responsible Closing Agency/Title Co: Sawtooth Title

Representation Confirmation

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review.

In this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S)
('agent' or 'nonagent' or 'limited dual agent'):

Listing Broker acted as a(n):	non-agent	for the Buyer.
Selling Broker acted as a(n):	agent	for the Buyer.

In this transaction, the brokerage(s) involved had the following relationship(s) with the SELLER(S)
('agent' or 'nonagent' or 'limited dual agent'):

Listing Broker acted as a(n):	agent	for the Seller.
Selling Broker acted as a(n):	non-agent	for the Seller.

EACH PARTY UNDERSTANDS THAT HE OR SHE IS A 'CUSTOMER' AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

Other Standard Terms

1. **Withdrawal of Offer** - Buyer can withdraw offer at any time before written acceptance by notifying selling broker's office in writing.

2. **Closing Date** - On or before the closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes, insurance, and assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of the Closing date.

3. **Closing Costs** - Costs in addition to those listed may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if Seller's loan is assumed.

4. **Included Items** - All attached floor coverings, attached television antennae, attached plumbing, bathroom and lighting fixtures, window screens, window coverings, screen doors, storm windows, storm doors, garage door opener(s), transmitter(s), exterior trees, plants, or shrubbery, water heating apparatus and fixtures, attached fireplaces and free-standing fireplaces, awnings, ventilating, cooling and heating systems, built-in and drop-in ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, and any and all water and water rights, and all ditches and ditch rights that are appurtenant thereto shall be included in the sale unless otherwise provided herein.

5. **Disclosure** - If required by Title 55, Chapter 25 Idaho Code, Seller shall within ten (10) days after the execution of this agreement provide to the Buyer "Sellers' Property Disclosure Form" and Buyer shall have three (3) business days from receipt of the disclosure report to rescind the offer based upon information contained in the report.

Document # WFDM - 78

Date 2/19/99

APR-21-89 WED 03:03 PM SAWTOOTH TITLE COMPANY

FAX NO. 1208/261062

P. 05/16

6. Existing Loans - Within three (3) business days of acceptance, Seller shall provide Buyer with all Notes and Deeds of Trust or other financing documents to be assumed or taken subject to. Within five (5) business days of receipt thereof, Buyer shall in writing notify Seller of his/her approval or disapproval of the terms of said documents. Buyer's approval shall not be unreasonably withheld.

7. Business Day - "Business Day" in this agreement shall mean Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined by Idaho Code, Section 87-5302(12).

8. Counterparts/Facsimile Transmission - This agreement may be executed in one or more counterparts, each is deemed to be the original hereof, and all of which together constitute one and the same instrument. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of the original. At the request of either party, or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.

9. Title Insurance - The Seller shall within a reasonable time after closing furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a commitment of title insurance policy showing the condition of the title to said premises. Buyer shall have five (5) business days from the receipt of the commitment or until twenty-four (24) hours prior to the closing, whichever is less, within which to object to the condition of the title as set forth in the commitment. If the Buyer does not object, the Buyer shall be deemed to have accepted the conditions of the title.

10. Extended Coverage Title Policy - A standard policy of title insurance does not cover certain potential problems or risks such as liens (i.e., a legal claim against premises for payment of some debt or obligation), boundary disputes, claims of easement, and other matters of claims if they are not of public record at the time of closing. However, under Idaho law such potential claims against the premises may have become a legal obligation before the purchase of the home and may not yet be of public record until after the purchase. Title insurance companies may be able to issue an "extended coverage" policy for an additional premium.

In addition to the premium for extended coverage title policy, there may be other costs involved, i.e., survey, additional closing fees. Such a policy may protect the Buyer against such problems. It is recommended that the Buyer talk to a title insurance company about what it offers in the way of extended coverage. Only the policy itself shows exactly what type of coverage is offered, so contact a title company for particulars.

11. Title Conveyance - Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. No liens, encumbrances, defects, except those which are to be discharged or assumed by Buyer or to which title is taken subject to, shall exist unless otherwise specified in this agreement.

12. Default by Buyer - If the Buyer defaults in the performance of this agreement, Seller will have the option of (1) accepting the Earnest Money as liquidated damages and this agreement shall terminate; or (2) pursuing any other lawful right or remedy to which the Seller may be entitled. In the case of option (1), Seller shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by or on behalf of Seller and Buyer related to the transaction, as set forth in the "Costs Paid By" section above, and said holder shall pay any balance of the Money, one-half (1/2) to the Seller and one-half (1/2) to the Seller's broker, provided that the amount to be paid to the Seller's broker shall not exceed the broker's agreed to commission. Seller and Buyer specifically acknowledge and agree that if Seller elects to accept the Earnest Money as liquidated damages, such shall be the Seller's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture.

13. Default by Seller - It is agreed that if the title of said premises is not marketable, or cannot reasonably be made so within twenty (20) business days after notice containing a written statement of defects is delivered to the Seller, or if the Seller, having approved the sale fails to consummate the same as herein agreed, the Buyer has the option of: (1) having the Earnest Money returned to the Buyer and the Seller shall pay for the cost of title insurance, escrow and legal fees, if any, and this agreement shall terminate; or (2) pursuing any other lawful right or remedy to which the Buyer may be entitled.

Document # WFDN - 78

Date 2/19/99

APR-21-99 WED 03:03 PM SANTOOTH TITLE COMPANY

FAX NO. 12087261062

P. 06/16

14. Interpleader - In the event of a dispute between Seller and Buyer as to the Earnest Money, the holder of the Earnest Money shall be entitled to file an interpleader action in a court of competent jurisdiction, as provided by statute.

15. Attorney's Fees - If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorneys' fees including such costs and fees on appeal and in any bankruptcy proceeding.

16. Risk of Loss - Prior to closing of this sale, all risk of loss shall remain with Seller. In addition should the premises be materially damaged by fire or other cause prior to the closing, this agreement shall be voidable at the option of the Buyer. Buyer shall give written notice of intent to void the agreement to Seller or Seller's agent and shall be entitled to a full refund of the earnest money.

17. Time is of the Essence in this agreement.

18. Entire Agreement - This agreement contains the entire agreement of the parties respecting the matters herein set forth and supersedes any prior agreements or negotiations respecting such matters. No agreements, representations, or warranties including, without limitations, any warranty of habitability, not expressly set forth herein shall be binding on either party.

19. Agent Representations - The agents representing the Buyer and Seller in this transaction do not make any representations regarding flood plain, avalanche zone, hazardous waste, environmental or health hazards, code compliance, survey data, finished square footage, property size, zoning or other physical factors nor do the agents make any representations regarding law or taxation, unless specifically set forth in writing in this Agreement. The Buyer and Seller specifically waive all claims against the agents regarding any of these matters which are not specifically included in this agreement. It may be diligent and prudent for the Seller and/or Buyer to employ the services of qualified independent professionals who perform services or provide opinions regarding these matters, and the Agents may, during the course of this transaction, identify such individuals or entities. However, Agents are not warranting in any way the services or opinions provided by such individuals or entities, and the Buyer and Seller specifically waive any and all claims against the Agents regarding such identification.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, THE PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.

Buyer(s) Acceptance Buyer hereby acknowledges having read this agreement in its entirety, including the Other Standard Terms, and having received a copy of this Agreement.

X *Roger Bergdahl* 2/15/99
Buyer's Signature Date

X
Buyer's Signature Date

Printed Name Roger Bergdahl
Address
City, State, Zip
Home Phone 726 8230
Business Phone

Printed Name
Address
City, State, Zip
Home Phone
Business Phone

Seller(s) Acceptance On the specified date, Seller acknowledges having read this agreement in its entirety, including the Other Standard Terms provisions, and Seller hereby approves and accepts the sale set forth in the above agreement: ☐ "As-is" ☐ Subject to attached Counteroffer.
Seller agrees to carry out all of the terms thereof on the part of the Seller and acknowledges receipt of a true copy of this Agreement signed by all parties.

X
Seller's Signature Date

X
Seller's Signature Date

Printed Name Bob Lynn
Address
City, State, Zip
Home Phone
Business Phone

Printed Name K. Lynn
Address
City, State, Zip
Home Phone 726 2266
Business Phone

Document # WFDM - 78

☒ See Counteroffer ☐ See Addendum

APR-21-99 WED 03:04 PM

JAWTOOTH TITLE COMPANY

FAX NO. 1206/261062

P. 07/16

☒ Seller's☐ Buyer's**Counteroffer Number 1**

This is a Counteroffer to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money identified as:

Document # WFD076**Dated** February 19, 1998**Property Address** 703 S. Main Street, Ketchum, Idaho 83340**Buyer(s)** Bergdahl and/or nominees**Seller(s)** Lynn

If this is a Seller's Counteroffer, the Seller is the Offeror. If this is a Buyer's Counteroffer, the Buyer is the Offeror. Offeror accepts all of the items and conditions in the above designated agreement with the following changes or amendments:

- 1) Buyer and/or nominees to be identified before closing.
- 2) Sales price to be allocated Goodwill \$300,000, Buildings \$300,000, Land \$350,000. Terms: Cash to be \$475,000 to K. Lynn. Note: buyer to co operate in a 1031 tax deferred exchange to benefit seller, K. Lynn, at no cost or liability to buyer. Robert Lynn to take back a promissory note secured by a deed of trust on subject property for \$475,000 at 8% per annum payments amortized at 20 yrs at \$3993.00 a month all due and payable five years from date of closing, no points, no prepayment penalty, no subordination, all due and payable upon any sale, lease or transfer of any kind of property.
- 3) This is not a lead based paint subject property.
- 4) Level 2 environment should be Level 1.
- 5) Buyer to furnish seller with loss payable insurance for amount of promissory note until paid in full.

Counteroffer Expiration

Date: 2-26-99

Time: 5:00 PM

Other Terms

All other terms and conditions of the Purchase and Sale Agreement and non-conflicting provisions of previous Counteroffers to remain the same. This counteroffer, upon its acceptance by both parties, is made an integral part of the aforementioned Agreement. Offeror accepts Offeror's changes or amendments to previous Counteroffer and agrees to sell on the above terms and conditions. Receipt of a copy hereof is hereby acknowledged.

Other Offers

If the Offeror is the Seller, the Seller reserves the right to accept any other offer prior to Buyer's written acceptance of this counteroffer. If the Offeror is the Buyer, the Buyer reserves the right to withdraw this offer prior to the Seller's written acceptance. Acceptance shall not be effective until a copy of this Counteroffer dated and signed by the Offeree is personally received by the Offeror or the Offeror's agent.

Buyer's Signature

X

Buyer's Signature

X

Date**Time****Date****Time****Seller's Signature**

X

Seller's Signature

X

Date**Time****Date****Time**

APR-21-99 WED 03:04 PM

SAWTOOTH TITLE COMPANY

FAX NO. 12087281062

P. 08/18

☐ Seller's☒ Buyer's**Counteroffer Number One**

This is a Counteroffer to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money identified as:

Document # WFDW 78**Dated** February 19, 1999**Property Address** 703 S. Main Street, Ketchum, ID 83340**Buyer(s)** Bergdahl and/or nominees**Seller(s)** Kathy Lynn and Bob Lynn

If this is a Seller's Counteroffer, the Seller is the Offeror. If this is a Buyer's Counteroffer, the Buyer is the Offeror. Offeror accepts all of the terms and conditions in the above designated agreement with the following changes or amendments:

1. \$500,000 cash down including earnest money
2. Buyer to execute a note, in favor of the seller, in the form of first deed of trust at \$450,000 at 8% per annum, interest only, payable monthly all due six years from date of note.
3. Buyer has right to increase cash at close and adjust note accordingly.

Counteroffer Expiration**Date:** Mar 2, 1999**Time:** 12:00 PM**Other Terms**

All other terms and conditions of the Purchase and Sale Agreement and non-conflicting provisions of previous Counteroffers to remain the same. This counteroffer, upon its acceptance by both parties, is made an integral part of the aforementioned Agreement. Offeree accepts Offeror's changes or amendments to previous Counteroffer and agrees to sell on the above terms and conditions. Receipt of a copy hereof is hereby acknowledged.

Other Offers

If the Offeror is the Seller, the Seller reserves the right to accept any other offer prior to Buyer's written acceptance of this counteroffer. If the Offeror is the Buyer, the Buyer reserves the right to withdraw this offer prior to the Seller's written acceptance. Acceptance shall not be effective until a copy of this Counteroffer dated and signed by the Offeree is personally received by the Offeror or the Offeror's agent.

Buyer's Signature

X

Date

2-24-99

Time

4:00 PM

Buyer's Signature

X

Date**Time****Seller's Signature**

X

Date**Time****Seller's Signature**

X

Date**Time**

APR-21-99 WED 03:04 PM

SAWTOOTH TITLE COMPANY

FAX NO. 12087261062

P. 09/16

☐ Seller's☒ Buyer's

Counteroffer Number One

This is a Counteroffer to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money identified as:

Document # WFD078

Dated February 19, 1999

Property Address: 703 S. Main Street, Ketchum, ID 83340

Buyer(s) Bergdahl and/or nominee

Seller(s) Kathy Lynn and Bob Lynn

If this is a Seller's Counteroffer, the Seller is the Offeror. If this is a Buyer's Counteroffer, the Buyer is the Offeror. Offeror accepts all of the terms and conditions in the above designated agreement with the following changes or amendments:

1. \$500,000 cash down including earnest money
2. Buyer to execute a note, in favor of the seller, in the form of first deed of trust at \$450,000 at 8% per annum, interest only, payable monthly all due six years from date of note.
3. Buyer has right to increase cash at close and adjust note accordingly.

ADD: BUYER NOT TO BEGIN ANY CONSTRUCTION OR EXCAVATION ON PROPERTY FOR ANY DEVELOPMENT WITHOUT SELLER'S WRITTEN PERMISSION

Buyer
3-2-99
DATE

Seller
3-1-99
DATE

Counteroffer Expiration

Date: Mar 2, 1999

Time: 12:00 PM

Other Terms

All other terms and conditions of the Purchase and Sale Agreement and non-conflicting provisions of previous Counteroffers to remain the same. This counteroffer, upon its acceptance by both parties, is made an integral part of the aforementioned Agreement. Offeror accepts Offeror's changes or amendments to previous Counteroffer and agrees to sell on the above terms and conditions. Receipt of a copy hereof is hereby acknowledged.

Other Offers

If the Offeror is the Seller, the Seller reserves the right to accept any other offer prior to Buyer's written acceptance of this counteroffer. If the Offeror is the Buyer, the Buyer reserves the right to withdraw this offer prior to the Seller's written acceptance. Acceptance shall not be effective until a copy of this Counteroffer dated and signed by the Offeror is personally received by the Offeror or the Offeror's agent.

Buyer's Signature

X

Date 2-26-99

Time 4:00 am

Buyer's Signature

X

Date

Time

Seller's Signature

X

Date 3/1/99

Time 6 PM

Seller's Signature

X

Date 3-1-99

Time 6 PM

D:\APR99\101\APR99\2087357452

COT 20

REV 1/97

Form 9, 1997 Sawtooth State of Idaho

Page 1 of 1

APR-21-99 WED 03:05 PM SAWTOOTH TITLE COMPANY

FAX NO. 12087261062

P. 10/16

TO

7262415 P. 81

Addendum

This is an ADDENDUM to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money.

Document # WFCM-78

Dated February 19, 1998

Property Address 788 S Main Street, Ketchikan, Idaho 83340

Buyer(s) Gargano and/or nephews

Seller(s) Lynn

The undersigned Parties hereby agree as follows:

- 1) Offer to expire on Tuesday 2-23-99 at 5:00 PM

This ADDENDUM, upon its execution by both parties, is made an integral part of the aforementioned Agreement.

Buyer's Signature		Buyer's Signature	
X	<i>Kathy Gargano</i>	X	
Date	2-22-99	Date	
Time	Noon	Time	
Seller's Signature		Seller's Signature	
X	<i>Lynn</i>	X	
Date	2-22-99	Date	
Time	2 p.m.	Time	

Qualifying, © 1997, Amend. 12/1/98-9908

RPO 2.0

REV 1/98

Form 9, 1997 Sawtooth Board of Realtors

Page 1 of 1

TITOL 0 81

**Relinquished Property
Legal Description**

TOWNSHIP 4 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 18: That portion of Lot 6, more particularly described as follows:

**BEGINNING at a point on Section Line, West 1404.5 feet from the South ¼ corner of said Section 18; thence
N. 00° 53' W., 200.00 feet; thence
N. 88° 30' W., 106.00 feet; thence
S. 00° 36' W., 97.7 feet; thence
N. 88° 30' W., 81.00 feet; thence
S. 10° 27' E., 110.00 feet; thence
East 173.4 feet to the TRUE POINT OF BEGINNING. (Tax Lot 6905)**

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: A37-04026
Date Received: 10/27/1988
Receipt No: C004932, C005551
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ROBERT E. LYNN 208-788-3690
Address: P.O. BOX 2152
KETCHUM, ID 83340

AND

Name: KATHLEEN K. LYNN 208-788-3690
Address: P.O. BOX 2152
KETCHUM, ID 83340

2. Date of Priority: DEC 01, 1953

3. Source: GROUNDWATER Trib. to:

SEP 20 1990

4. Point of Diversion:

Department of Water Resources

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	18E	18	SW	SW	SW	6	BLAINE

5. Description of diverting works:
100 GALLON PRESSURE TANK.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.200		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/14 UNITS PLUS MGR.

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04N	18E	18		6	DOMEST	

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
NONE

14. Remarks:
THIS IS A 14 UNIT PLUS MGR UNIT WITH A 100 GALLON PRESSURE TANK.
THIS IS IN DAILY USE THROUGHOUT YEAR.

15. Basis of Claim: STATUTORY CLAIM

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 X 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): *Patricia D. Ly* Date: SEPT 19, 1990
Kathleen K. Lyman Date: SEPT 19, 1990

State of Idaho)
County of *Hailey*) SS.

Subscribed and sworn (or affirmed) before me this 19th day
of September 19 90 *Patricia D. McQuinn*
Notary Public

Seal

Residing at *Hailey*
My Commission Expires *July 16, 1991*

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:

Ident. Number

Date Received

Receipt Number

39576

A 37-0402.6

10-27-88

Part. Case 4932

NOTICE OF CLAIM
TO A
WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use Is less than 13,000 gallons per day. Filing fee \$25

OCT 27 1988

Department of
Southern Basin

Please type or print clearly

1. Name of Claimant (s) ROBERT E & KATHLEEN K. LYNN Phone (208) 788 3690Mailing Address PO BOX 2152, KETCHUM ID Zip 833402. Date of Priority (Only one (1) per claim) DEC 19533. Source of water supply (a) GROUNDWATER
which is tributary to (b) _____4. Location of point of diversion is: Township 4N Range 18ESection _____, 1/4 of _____ 1/4 of 18 1/4, Govt. Lot _____, B.M.,County of BLAINE

Additional points of diversion If any: _____

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate 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. _____

6. Water is claimed for the following: (Limited to Domestic and/or Stockwater only. See Instructions)

(Both dates are inclusive) (cfs)
For DOMESTIC purposes from JAN 1 to DEC 31 amount 0.20

For _____ purposes from _____ to _____ amount _____

7. Total quantity claimed 0.20 (cfs)8. Total consumptive use claimed is de minimus9. Non-irrigation uses. Describe fully. (Domestic: give number of households served; Stockwater: Type and number of
livestock) DOMESTICMICROFILMED
FEB 23 1993

10. Place a "D" for domestic and "S" for stockwater use in the corresponding place of use below.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4			
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4

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

12. Do you own the property listed above as place of use? Yes ☒ 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 ()

14. Remarks: THIS IS A 14 UNIT PLUS MGR UNIT WITH A 100 GALLON PRESSURE TANK THIS IS IN DAILY USE THROUGHOUT YEAR

15. Basis of Claim (check one) Beneficial Use ☒ 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 ☐ 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) Ruth E. Lynn

Date 10/25/88

Kathleen B. Lynn

Date 10/25/88

For Organizations: I do solemnly swear or affirm that I am _____

Title

of _____, that I have signed the foregoing

Organization

document in the space below as _____ of _____

Title

Organization

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

Signature of Authorized Agent _____

Title and Organization _____

Date _____

State of Idaho/or _____)

County of Blaine) SS.

Subscribed and sworn (or affirmed) before me this 25th day of October 19 88

SEAL

Notary Public Myra M. Muro

Residing at Hailey

My Commission Expires July 16, 1991

Copies: White-State, Yellow-Claimant

Last Name McMuro

Ident No. _____

_____ The other users and their respective
interests in the ditch are (if known) _____

7. Where water is used for domestic or municipal purposes give number of families served 10 units (not name of town supplied _____)

9. Remarks: please explain any details of your claim which you feel need clarification or additional explanation
There is a 100 gal pressure tank for the ten unit motel. This is in use daily
throughout the year.

My commission expires Aug. 2, 1976

Fee received by alw Date 9-28-72 Fee \$ 10.00



State of Idaho

DEPARTMENT OF WATER RESOURCES

(208) 327-7900

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - [REDACTED]

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

April 4, 1989

Mr. and Mrs. Robert E. Lynn
P.O. Box 2152
Ketchum, Idaho 83340

RE: Notice of Claim to a Water Right
A37-04026, Blaine County

Dear Mr. and Mrs. Lynn:

We are returning your adjudication claim based on Water Right No. 37-04026 because a motel operated for profit does not meet the definition of domestic use as defined in Idaho Code §1401A (5).

The correct form and instructions have been prepared with the information you submitted and are enclosed for your use. Your claim shows water use for a 14 unit motel. As a result, the fee for this claim would be \$50.00 plus \$100.00 per cfs or part thereof: in this case, \$70.00. We have applied the \$25.00 already submitted to this claim, leaving a balance of \$45.00.

We are also forwarding to you a data entered copy of claim #A37-12738. We have interpreted the data from your claim in the process of data entry in a manner which we feel more accurately reflects the true status of your water right. Please review the enclosed claim to assure that these modifications are in agreement with your water right.

If you believe our data is incorrect or if you make any changes to this Notice of Claim, please sign the form, having your signature notarized, and return it to this office.

You may have recently read about the deferral procedure for small domestic and stockwater filings. Because claim A37-12738 fits in this category we are enclosing additional information on this procedure. Please feel free to contact this office if you have any questions.

MICROFILMED
FEB 23 1993

Mr. and Mrs. Robert E. Lynn
April 4, 1989
Page 2

Please note that you listed the claimants on both claims as Robert E. and Kathleen K. Lynn; therefore, please make sure both signatures are notarized.

Thank you for your prompt attention to this matter and earnest effort to comply. Should you have any questions, please feel free to contact this office

Yours Truly,


Donald V. Shaff
Adjudication Section Manager

DVS:db

Enclosures

A37-04026, short form and computer
A37-12738
D&S Information

return orig. 37-04026
to claimant
d.e. copy of A37-12738
to claimant.

A37-12738 orig to Southern
w/ letter ~~ex~~.

file copy with copy of
37-04026 in state
copy.

MICROFILMED
FEB 23 1993

1/23/1988

SRBA CLAIMS RECEIVING CHECKLIST

CLAIMANT'S NAME Lynn

CLAIM IDENT. NO.

A37-04026

DATE RECEIVED 1-27-89CK # CO04932

AMOUNT \$

- | | YES | NO | Required Info? |
|--|---|-------------------------------------|------------------------------|
| 1. Is the name and address complete with zip code? | ☒ | ☐ | * |
| 2. Is a priority date entered? | ☒ | ☐ | * |
| Is the priority date acceptable in view of mandatory filing dates? | ☒ | ☐ | * |
| See Adjudication Memos #1 and #4 to determine if a Permit is required. | ☒ | ☐ | * |
| 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? | ☒ | ☐ | * orig. claim |
| 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 | ☐ | in remarks
* set comments |
| 10. Is (are) the place(s) of use and purpose(s) indicated? | ☒ | ☐ | on orig. claim |
| 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 indicated? | ☒ | ☐ | |
| 16. If the claimant requested a monthly docket sheet, is payment enclosed? (If yes, describe payment status in "Comments" below.) | ☒ N/A | ☐ | |
| 17. Is the claim signed by the claimant, and is the signature appropriate? Organizations must complete the organization block. | ☒ | ☐ | * |
| 18. Has the claim been signed, sealed, and dated by a notary? | ☒ | ☐ | * |
| 19. Was this claim filed on time, or was an extension granted? | ☒ | ☐ | * |
| 20. Is the fee enclosed correct? | ☐ Exempt | ☒ | * |
| 21. If this claim is based on an existing water right, has the identification number been entered? | ☒ N/A | ☐ | |
| 22. Should this claim be receipted and data entered? | ☐ | ☒ | |

Claim checked by: LatDate: 2-17-89

Claim must be returned to claimant:

Claimant must be sent a copy of amended claim for approval:

(Yes) ☐ (No) ☐(Yes) ☐ (No) ☐

Receipt Prepared by:

Claim data entered by:

Sent to claimant by:

Date:

Date:

Date:

Checked by:

MICROFILMED
FEB 23 1993Comments: noted according to orig. stat. claimsend back to verify Needs correct fee and good sheet

Identification No. _____

Claim No. 37-4026

Map No. _____

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION

CLAIM TO A WATER RIGHT

Established by Diversion and Application to Beneficial Use

Under the provisions of Section 42-225a, Idaho Code, a person may file a claim to a right to use water which has been established by diversion and application to beneficial use. The filing of this claim does not confirm the water right but will serve for information purposes only. It may, however, become the basis for future adjudication of the water right by the Court.

(Please refer to the instructions on the back of this form)

1. Name of claimant Jay P. Mahoney (J's Warren Motel)

post office address Box 185, Ketchum, Idaho 83340

2. The point of diversion is in Lot 6 $\frac{1}{4}$ of $\frac{1}{4}$ Section 18 Township 4N

Range 18E B.M. located on Groundwater

(name of source)

tributary to in Blaine County.

3. Dates of priority claimed: list the priority for each separate quantity that you claim. Priority dates should be based upon the earliest diversion of the water which has resulted in continued beneficial use since that time. If there has been an interval of five years or greater when the water was not beneficially used for the same purpose as originally appropriated, the priority that you claim should date from the time that the water was again beneficially applied following the period of non-use.

a. Date of priority claimed:

Dec. 1953 amount: 0.15 c.f.s. or acre feet

 amount: c.f.s. or acre feet

 amount: c.f.s. or acre feet

Total claimed c.f.s. or acre feet.

b. Explain the purpose for which the water has been used and the time during the year when you have used the right claimed:

use domestic period of use from Jan. 1 to Dec. 31 (both dates inclusive)

use period of use from to (both dates inclusive)

use period of use from to (both dates inclusive)

use period of use from to (both dates inclusive).

4. Description of diverting works:

a. Surface water diversion dam and/or headgate: material is composed of

 ; length is feet; height is feet;

width at bottom is feet with a top width of feet; explain any increase in diversion capacity

since structure was first built, giving dates and estimated capacities if known

b. Underground water diverting works: is well flowing or pumped pumped; depth of well is

100 feet; diameter of well is 8 inches; type of pump is jet pump

capacity of pump is 7 g.p.m.; name and address of well driller is Geo. Rosseller

State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - (208) 334-7900

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

January 26, 1989

Mr. and Mrs. Robert K. Lynn
P. O. Box 2152
Ketchum, ID 83340

RE: Snake River Basin Adjudication
A37-04026

Dear Mr. and Mrs. Lynn:

Please find enclosed a pair of receipts for water rights claims submitted to this agency. You will note on receipt #C004932 that the claim for the motel is partially accepted. The nature of the use of the water for the motel is commercial rather than residential, and therefore, does not qualify for the \$25.00 filing fee. The fee is calculated at \$50.00 plus \$100.00 per cfs, which in this case at .20 cfs would be \$20.00 for a total of \$70.00.

Please remit by February 27, 1989, an additional \$45.00. Thank you for your prompt attention to this matter.

Yours Truly,

Donald V. Shaff

Adjudication Section Supervisor

DVS:db

Enclosures

Rec. #C004932

Rec. #C004109

RIVER RUN MOTEL

P.O. BOX 2152

KETCHUM, IDAHO 83340 208/788-3690

DATE	INVOICE	AMOUNT
11/11/2011	ADDITIONAL FEES	

92-160/1241

2750

MICROFILMED
 FEB 23 1993
 DOLLARS
 ON
 WEEK AMOUNT
 55a

PAY

DATE	TO THE ORDER OF	CHECK NO.	DESCRIPTION	AMOUNT
2/10/89	DEPT OF WATER RESOURCES	2750		

RIVER RUN MOTEL

FIRST INTERSTATE BANK OF IDAHO
KETCHUM, IDAHO 83340

מס' תעודת זהות: 0000000000



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - (208) 327-7900

CECIL D. ANDRUS

GOVERNOR

January 14, 1992

RECEIVED

R. KEITH HIGGINSON
DIRECTOR

JAN 15 1992

Mr. & Mrs. Robert E. Lynn
P.O. Box 2152
Ketchum, ID 83340

Department of Water Resources
Southern Region Office

RE: Snake River Basin Adjudication (SRBA)
Blaine County - #A37-14271, ~~A37-04026~~ & A37-12738
Receipt #C018911

Dear Mr. & Mrs. Lynn:

We are forwarding to you data-entered copies of the claims you filed for your property in Blaine County. We are also enclosing Receipt #C018911 in the amount of \$50.00, for late fees.

We have interpreted the data from these claims in the process of data entry in a manner which we feel more accurately reflects the true status of these water rights. Please review the enclosed claims to assure that they are in agreement with your water rights.

If you believe our data is incorrect, and you wish to make any changes to these Notices of Claim, initial the changes before signing the forms, have your signature notarized, and return them to this office within 30 days. If you believe these claims are correct, you may retain these copies of your claims for your records.

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

Sincerely,

Donald V. Shaff
Manager, Adjudication Section

DVS:sf:south

Enclosures:

Claims Referenced Above
Receipt C018911

MICROFILMED
FEB 23 1993

CO18381	Lynn	25 D43	9/21/90	}	late
CO04109	Lynn	25 A37-12738	12/20/88		
CO18911	Lynn	50 D43	11/20/90		
{ CO04930	River Run	25 Hotel	1/04/89		
	CO05551	6th Tower	45 Hotel	2/17/89	

MICROFILMED
FEB 23 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - (208) 334-7900

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

January 26, 1989

BLAINE

Mr. and Mrs. Robert K. Lynn
P. O. Box 2152
Ketchum, ID 83340

RE: Snake River Basin Adjudication
A37-04026

Dear Mr. and Mrs. Lynn:

Please find enclosed a pair of receipts for water rights claims submitted to this agency. You will note on receipt #C004932 that the claim for the motel is partially accepted. The nature of the use of the water for the motel is commercial rather than residential, and therefore, does not qualify for the \$25.00 filing fee. The fee is calculated at \$50.00 plus \$100.00 per cfs, which in this case at .20 cfs would be \$20.00 for a total of \$70.00.

Please remit by February 27, 1989, an additional \$45.00. Thank you for your prompt attention to this matter.

Yours Truly,

Donald V. Shaff
Adjudication Section Supervisor

0005551

2/17/89 RF

DVS:db

Enclosures

Rec. #C004932

Rec. #C004109

MICROFILMED
FEB 23 1993

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 37-4026

WATER RIGHT NUMBER: 37-4026

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	ROBERT E LYNN PO BOX 2152 KETCHUM, ID 83340 (208)726-4258
Previous Owner	LIFT TOWER LLC PO BOX 1567 TWIN FALLS, ID 83303-1567 (208)733-5500
Original Owner	JAY P MAHONEY PO BOX 185 KETCHUM, ID 83340
Original Owner	KATHLEEN K LYNN PO BOX 2092 KETCHUM, ID 83340 (208)726-4258
Current Owner	LIFT TOWER LODGE LLC PO BOX 1417 MERCER ISLAND, WA 98040 (206)232-1068

Priority Date: 12/01/1953

Basis: Statutory Claim

Status: Parent

SourceTributary

GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	01/01 to 12/31	0.040 CFS	
COMMERCIAL	01/01 to 12/31	0.040 CFS	2.60 AF
	<u>Total Diversion:</u>	0.040 CFS	2.60 AF

Location of Point(s) of Diversion

GROUND WATER

L6 (SW1/4SW1/4)

Sec. 18, Twp 04N, Rge 18E, B.M.

BLAINE County

Place of Use

COMMERCIAL

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	18E	18											X						
													L 6						

DOMESTIC same as COMMERCIAL

Split RIGHT.
 see 37-22438 Com
 37-22439 Dom Part B.

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report 37-4026

Conditions of Approval:

1. THIS IS A 14 UNIT PLUS MGR UNIT WITH A 100 GALLON PRESSURE TANK. THIS IS IN DAILY USE THROUGHOUT YEAR.
***** AMENDMENT REMARKS 3-24-00 BY KKC.
THIS WATER RIGHT WAS ORIGINALLY CLAIMED AS A DOMESTIC WATER RIGHT, HOWEVER, CORRESPONDENCE FROM THE DEPARTMENT INDICATED THAT A COMMERCIAL HOTEL COULD NOT CLAIM 'DOMESTIC' AS THE PURPOSE OF USE. THEREFORE THIS AMENDED NOTICE OF CLAIM IS FILED TO INDICATE THAT THE PURPOSE OF USE IS 'COMMERCIAL'.
2. This claim represents the water use as it exists today. The original motel unit was a 10 unit motel that was expanded by the addition of 4 units and a 2 bedroom managers quarters as of October 1979 as per Br. Bob Lynn the owner at the time of the expansion. The total water use volume is based upon 39 bed spaces at 40 gal/day/space and 500 gallons of water for landscape irrigation twice a week for 150 days per year. The discharge of the pump was measured on July 31 2007 at 19 gpm. Evidence of the 1953 priority is attached.
3. **SPLIT RIGHT: SEE RIGHT NOS. 37-22438 and 37-22439.**
4. Claim amended 2-25-2009. kkc

Remarks:

Comments:

Water Supply Bank:

2-12-09

37 - 4026

14 + managers

★ Amend claim then split into com 1 claim 1953
Don P.B 1 claim 1978
get vol calc number from Dave.

11/18/2006

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STAT

RIGHT NUMBER: 37-4026
NAME AND ADDRESS: LIFT TOWER LLC
PO BOX 1567
TWIN FALLS ID 83303-1567
SOURCE: GROUND WATER TRIBUTARY:
QUANTITY: 0.040 CFS
The quantity of water under this right shall not exceed 2,500 gallons per day.
PRIORITY DATE: 12/01/1953
POINT OF DIVERSION:

T04N R18E S18 SWSW Lot 6 Within BLAINE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
COMMERCIAL	01/01 12/31	0.040 CFS

PLACE OF USE: COMMERCIAL in BLAINE County
T04N R18E S18 Lot 6 SWSW

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

PARCEL NO. K4N180180670 LIFT TOWER LODGE 703 S MAIN, KETCHUM

*efficient use
than dominus
need to parcel
Eof P*



Idaho Department of Water Resources

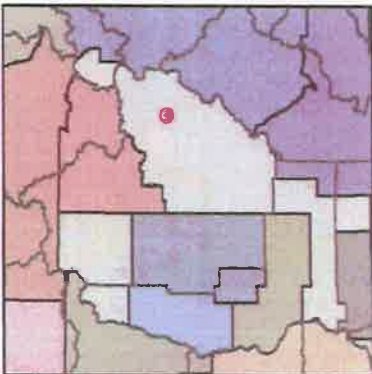
SRBA Recommendation:

37-4026

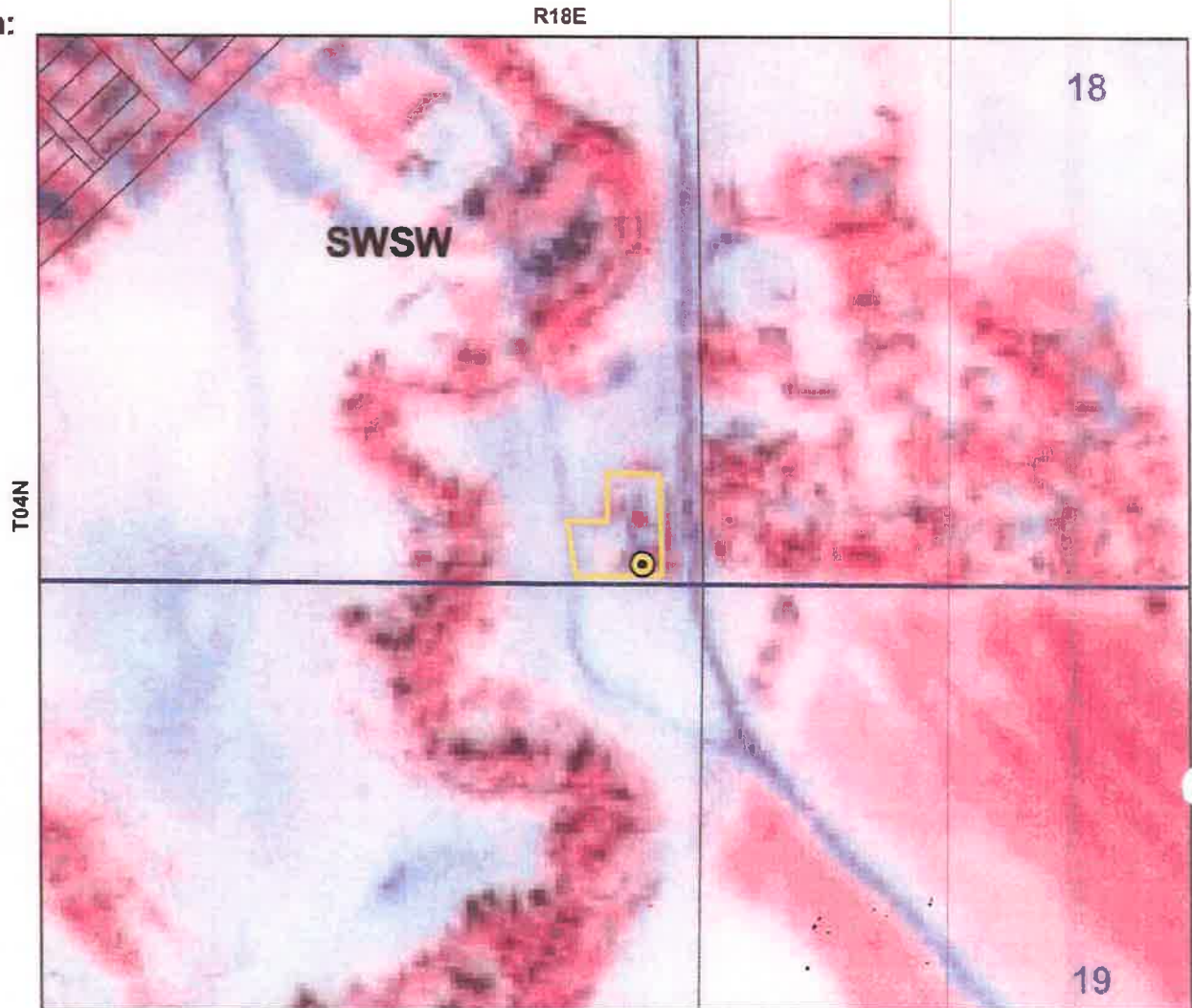
(Commercial)

Legend

-  Point of Diversion
-  Place of Use
-  Townships
-  PLS Sections
-  Quarter Quarters



Blaine County
IDWR Basin 37



0 0.1 0.2 Miles



Prepared by C. Clark
On Saturday, November 18, 2006
1987/88 Aerial Photography



101 S. Capitol Boulevard, Suite 1900
Boise, Idaho 83702
main 208.389.9000
fax 208.389.9040
www.stoel.com

December 12, 2006

TERESA A. HILL
Direct (208) 387-4264
tahill@stoel.com

HAND DELIVERY

Cynthia Bridge-Clark
Idaho Department of Water Resources
322 E. Front Street
Boise, Idaho 83720

Re: Notice of Error Water Right No. 37-4026

Dear Cynthia:

Stoel Rives LLP represents Lift Tower Lodge, LLC ("Lodge") in regards to water right no. 37-4026. Stoel Rives is submitting a Notice of Error for this water right on behalf of the Lodge to correct the ownership information (name and address) and the quantity and rate of the initial recommendation. *See Attachment A.*

As we have discussed, because of the incorrect ownership and address information the current owner did not receive and was therefore unresponsive to the Department's initial requests regarding this water right. The Lodge is submitting a Notice of Change of Water Right Ownership to correct this information and ensure that they receive any subsequent notices. *See Attachment B.* It is my understanding that due to the lack of response to the Department's information requests a di minimis water right amount was assigned to the Lodge. At your request, the Lodge is providing additional information regarding its water usage to demonstrate the beneficial use at the Lodge. *See Affidavit of Betty Caroline, Attachment C.*

You have also requested additional information regarding the priority date for the water right. I spoke to Bob Lynn, prior owner of the Lodge. Mr. Lynn stated that the Lodge began operations sometime in the late 1940s and was purchased by Jay P. Mahoney and operated as J's Warren Motel starting in 1952, which is the priority date of the water right. Mr. Lynn purchased the property in 1977. Mr. Lynn also indicated that Lodge capacity changed from ten to fourteen rooms with the addition of an office and manager's quarters in the late 1970s.

Due to the time constraints for the Notice of Error, I did not obtain an affidavit from Mr. Lynn. I will follow up with an affidavit or other additional information to support the priority date. In



Cynthia Bridge-Clark
December 12, 2006
Page 2

addition, I will provide the original signed affidavit and notices once these are received from my client.

Thank you for your assistance regarding the water right. Please let me know if you need any additional information to support the Notice of Error or the information in the water right.

Very truly yours,

Teresa A. Hill

11/21/2006

NOTICE OF RESPONSE
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF RESPONSE REPLY IS: 12/13/2006

Water right number: 37-4026

LIFT TOWER LLC

PO BOX 1567

TWIN FALLS ID 83303-1567

Telephone Number: (208)733-5500

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

- Name and address of owner
- Quantity of water right

2. Describe the changes you wish to make in the proposed recommendation:

- See Notice of Change of Water Right Ownership, filed concurrently herewith.
- Increase quantity and rate to reflect historic beneficial use.

3. Give a brief explanation as to why you disagree with these portions:

See letter from Teresa A. Hill and Affidavit of Betty Caroline, attached.

I AGREE with this proposed recommendation. No changes need to be made.

DATE:

12/13/06

SIGNATURE:

Please print your name:

FRANK D. PRITT

IDWR Regional Office, 323 E Front St
PO Box 83720, Boise, ID 83720-0098, 2082874400

12/11/2006 13:51 FAX

002/003

**Affidavit of Betty Caroline in Support of Notice of Error for
Water Right No. 37-4026**

STATE OF IDAHO)

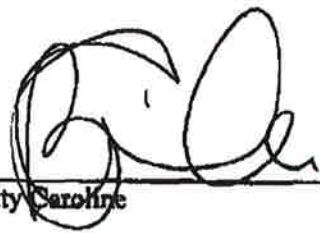
County of Blaine)

) ss:

I, Betty Caroline, being first duly sworn, state that the following facts are true and correct and based upon my personal knowledge. If called to testify regarding these facts, I am competent to do so and would testify as follows:

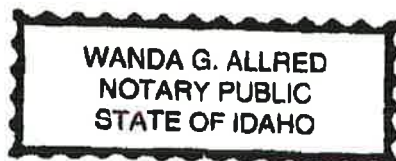
1. I am the manager of the Lift Tower Lodge ("Lodge") at 703 Main Street, Ketchum, Idaho. I have managed the Lodge for the past 1 ½ years.
2. Water right number 37-4026 is the sole source of water for the Lodge.
3. The Lodge currently consists of fourteen rooms, which contain approximately twenty five beds, enough to sleep fifty people. Each room has a private bathroom.
4. Attached to the Lodge is a two bedroom, two bathroom townhouse for the manager's use, which is used year round and currently houses four people.
5. Laundry requirements for the Lodge include approximately twenty to thirty loads of laundry per week in the winter and thirty to forty loads per week in the summer.
6. Water from the well is also used in the drip irrigation system for flower boxes, shrubs and trees and for approximately twenty sprinkler heads for grass and planters.

DATED this 12 day of December, 2006.


 Betty Caroline

Affidavit of Betty Caroline in Support of Notice of Error For Water Right No. 37-4026 - 1
 Notice-201169.1 0022998-00023

SUBSCRIBED AND SWORN to before me this 12th day of December, 2006.



Wanda G. Allred
NOTARY PUBLIC in and for the State
of Idaho, residing at: 291 Washington Ave
My Commission Expires: 5/5/2009

Affidavit of Betty Caroline in Support of Notice of Error For Water Right No. 37-4026 - 2
Boise-201169.1 0022598-00023

MEMORANDUM

To: 37-4026

From: Cynthia Bridge Clark

Date: December 6, 2006

Re: SRBA Claim Review

Attorney Teresa Hill called regarding the preliminary recommendation and Notice of Error Reply form for water right 37-4026. Her client lives in Washington and said the address on the water right is incorrect. I explained that a couple of people visited with an agent at the public meetings on Monday in Sun Valley. She thought they might have been the property managers.

The right was recommended for de-minimus use (0.04 cfs, 2500 gpd) because evidence of priority was not submitted. Steve Clelland spoke with the couple at the public meeting and explained what would be required to recommend the full extent of the claim including evidence of priority, detailed information about water use in the facility (e.g. laundry, landscaping, etc.) to justify the claimed rate, clarification of the number of units (10 units were noted on the claim, but the couple indicated there are 14 units), and an ownership change if the current owner is not correct. Teresa Hill thought the address was incorrect, but did not indicate the ownership had changed.

I e-mailed copies of the preliminary recommendation package to Teresa Hill at tahill@stoel.com (720-6727).

• 387-426A

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

T04N R18E S18 Lot 6 SWSW

PARCEL NO. K4N180180670 LIFT TOWER LODGE 703 S MAIN, KETCHUM



Idaho Department of Water Resources

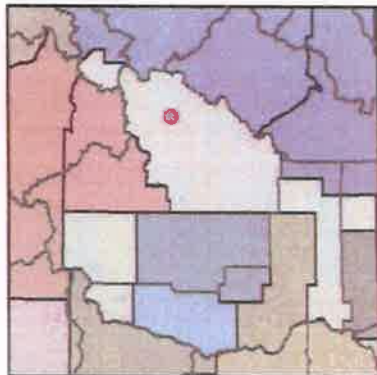
SRBA Recommendation:

37-4026

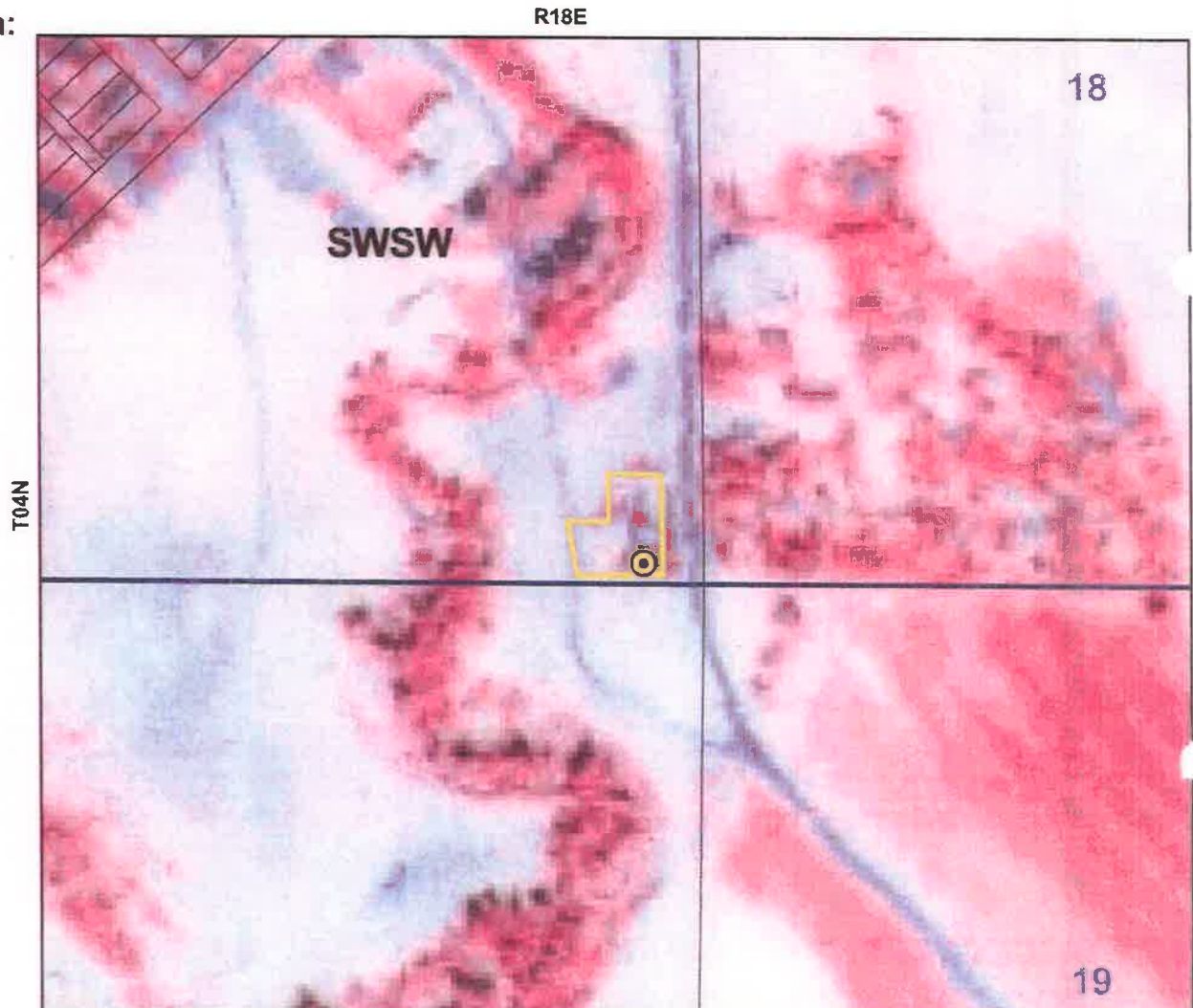
(Commercial)

Legend

- Point of Diversion
- Place of Use
- Townships
- PLS Sections
- Quarter Quarters



Blaine County
IDWR Basin 37



0 0.1 0.2 Miles

Prepared by C. Clark
On Saturday, November 18, 2006
1987/88 Aerial Photography



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

April 15, 2005

37-4026
LIFT TOWER LLC
PO BOX 1567
TWIN FALLS ID 83303-1567

RESPONSE DEADLINE
JUNE 17, 2005

Re: Evidence of Priority

Dear Claimant:

The Notice of Claim identified with the number shown above your name on the mailing label has been filed in the Snake River Basin Adjudication (SRBA). The Notice indicates your water usage is based on "Beneficial Use" or a "Statutory Claim." Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed. The date of first use, known as the priority date, has not been confirmed by a License, Decree or Permit. The Department will, in the coming year, conduct reviews and/or field exams for the claims in your area. Since the priority date of a beneficial use water right cannot be confirmed by field examination, **proof must be provided by the claimant** supporting the priority date claimed.

If you no longer own the property to which the claim is appurtenant please forward this correspondence to the present owner, or return it to the Department. If you have received this correspondence from the previous owner of the property it is required that you file a Change of Ownership form with the Department in order to receive future mailings and to continue to be a party in the adjudication.

Enclosed you will find a computer printout of your Notice of Claim and the pamphlet entitled "Evidence of Priority." The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement.

PLEASE NOTE: The Department will not recommend the court decree the notice **as claimed** if no evidence of a priority date is submitted – it may be disallowed. It will be to your advantage to provide clear and convincing evidence. If you choose to submit statements from individuals as evidence, the statement does **not** need to be in the form of a notarized affidavit as described in the brochure, but must relate first hand knowledge of the water right in question and include dates, quantities of water and extent of water use.

Submit the required evidence supporting the priority date by the date shown above, referencing all documents with the corresponding Notice of Claim number (i.e. 37-_____). If you have questions not covered by this letter or the enclosed pamphlet, please contact this office.

Sincerely,

Douglas Jones, P.E.
Water Rights Supervisor

Enclosures

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 37-4026

WATER RIGHT NUMBER: 37-4026

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	ROBERT E LYNN PO BOX 2152 KETCHUM, ID 83340 (208)726-4258
Current Owner	LIFT TOWER LLC PO BOX 1567 TWIN FALLS, ID 83303-1567 (208)733-5500
Attorney	JASON MICIAC PO BOX 2632 TWIN FALLS, ID 83303-5298 (208)734-5444
Original Owner	JAY P MAHONEY PO BOX 185 KETCHUM, ID 83340
Original Owner	KATHLEEN K LYNN PO BOX 2152 KETCHUM, ID 83340 (208)726-4258

Priority Date: 12/01/1953
 Basis: Statutory Claim
 Status: Active

SourceTributary

GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
COMMERCIAL	1/01 to 12/31	0.200 CFS	
	<u>Total Diversion:</u>	0.200 CFS	

Location of Point(s) of Diversion

GROUND WATER
 BLAINE County

L6 (SW1/4SW1/4)

Sec. 18, Twp 04N, Rge 18E, B.M.

Place of UseCOMMERCIAL Within BLAINE County

T04N R18E S18 Lot 6

Conditions of Approval:Remarks:

- General THIS IS A 14 UNIT PLUS MGR UNIT WITH A 100 GALLON PRESSURE TANK. THIS IS IN DAILY USE THROUGHOUT YEAR.
 ***** AMENDMENT REMARKS 3-24-00 BY KKC.
 THIS WATER RIGHT WAS ORIGINALLY CLAIMED AS A DOMESTIC WATER RIGHT, HOWEVER, CORRESPONDENCE FROM THE DEPARTMENT INDICATED THAT A COMMERCIAL HOTEL COULD NOT CLAIM 'DOMESTIC' AS THE PURPOSE OF USE.

THEREFORE THIS AMENDED NOTICE OF CLAIM IS FILED TO INDICATE THAT THE
PURPOSE OF USE IS 'COMMERCIAL'.

Comments:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1341 Fillmore Street, Suite 200
Twin Falls, Idaho 83301-3380

RETURN SERVICE REQUESTED



U.S. POSTAGE
1570 P83524253
3391 \$00.370 APR 15 2005
4695 MAILED FROM ZIP CODE 83301

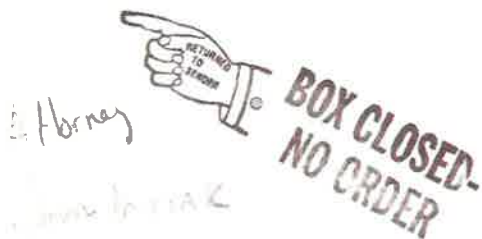


ST
DE
134
Twin
OF WATER RESOURCES
t, Suite 200
83301-3380

RETURN SERVICE REQUESTED

37-4026

★ ★ PITNEY BOWES
★ ★ U.S. POSTAGE
1720 P83524253
3361 \$00.370 SEP 10 2004
2141 MAILED FROM ZIP CODE 83301



LIFT TOWER LLC
PO BOX 1567
TWIN FALLS ID 83303-1567

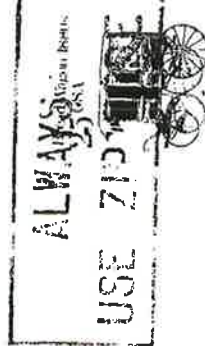
Department of Water Resources
Southern Region

RECEIVED
SEP 13 2004

392 Falls Ave

733-5500





MICROFILMED
FEB 23 1993





RECEIVED

SEP 11 2007

DEPARTMENT OF
WATER RESOURCES

101 S. Capitol Boulevard, Suite 1900
Boise, Idaho 83702
main 208.389.9000
fax 208.389.9040
www.stoel.com

September 10, 2007

TERESA A. HILL
Direct (208) 387-4264
tahill@stoel.com

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls, ID 83303-2707

**Re: Lift Tower Lodge
SRBA Case 39576**

Ladies:

Enclosed for filing please find a Standard Form 1 Objection as well as a Notice of Claim to a Water Right. Please return a conformed copy of the documents to me in the enclosed, self-addressed, stamped envelope provided.

Thank you for your assistance. If you have any questions regarding the enclosed filing, please contact David Shaw at ERO Reserouces Corp (208) 373-7983.

Very truly yours,

Teresa A. Hill

TAH:ww
Enclosures

cc: IDWR Document Depository
Chief, Natural Resources Division
U.S. Dept. of Justice, ENR Division
David Shaw
Barbara Mobley

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

In Re SRBA

Case 39576

)
)
)
)
)
)

A. Subcase 37-4026

(Insert water right number)

**STANDARD FORM 1
OBJECTION**

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: Lift Tower Lodge, LLC

Address: P.O. Box 1417
Mercer Island, WA 98040

Daytime Phone: (206) 232-1068

Name & Address of Attorney, if any:

Teresa A. Hill

Stoel Rives, LLP

101 S. Capitol Blvd., Ste. 1900

Boise, ID 83702

C. CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name: Lift Tower Lodge, LLC

Address: P.O. Box 1417
Mercer Island, WA 98040

Daytime Phone: (206) 232-1068

D. I object to the following elements as recommended in the Director's Report. (Please check the appropriate box(es)):

1. ☐ **Name and Address**
Should be: _____
2. ☐ **Source**
Should be: _____
3. ☒ **Quantity**
Should be: 2.8 AFY
4. ☐ **Priority Date**
Should be: _____
5. ☐ **Point of Diversion**
Should be: _____
6. ☐ **Instream Flow Beginning and Ending Point**
Should be: _____
7. ☐ **Purpose(s) of Use**
Should be: _____
8. ☐ **Period of Year**
Should be: _____
9. **Place of Use**
Should be: _____
10. **I object because:**
 - ☐ This water right should not exist.
 - ☐ This water right was not recommended, but should be recommended with the elements described above.

E. REASONS SUPPORTING OBJECTION(S):

The following conditions are not appropriate for a commercial water use: (1) limitation of the right to 2500 gpd; and (2) quantity of water decreed is not a determination of historical beneficial use.

F.

VERIFICATION (Must be Completed)

State of Idaho)
) ss.
County of Ada)

Tevesa A. Hill

(Name of person filing objection)

, duly sworn, upon oath, deposes and says:

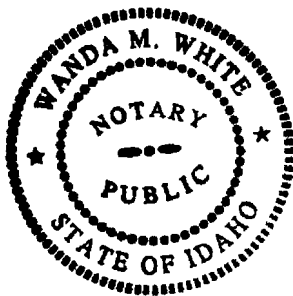
That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

Signature of person filing objection

Tevesa A. Hill

Attorney signing in representative capacity

Subscribed and sworn to before me on: September 10, 2007



Wanda M. White
Notary Public for Idaho
Residing at: Mt. Home, Elmore Cty.
My Commission expires: 9-30-08

INSTRUCTIONS FOR MAILING

You must mail the objection, to the Clerk of the Court. **FAX filings will not be accepted.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

G. CERTIFICATE OF MAILING

I certify that on 9/10, 2007, I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

2. One copy to the claimant of the water right at the following address:

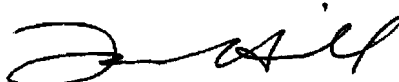
Teresa A. Hill
Stoel Rives, LLP
101 S. Capital Blvd., Ste. 1900
Boise, ID 83702

3. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

Chief, Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise, ID 83711-4449

United States Department of Justice
Environment and Natural Resources Division
550 West Fort Street, MCS 033
Boise, ID 83724



Signature of Objector or attorney
mailing on Objector's behalf

Should questions arise during the processing of this application please contact:
David Shaw - ERO Resources Corp. (208) 373-7983

**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: _____
Date Received: _____
Receipt No.: _____
Received By: _____

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW
For Domestic and/or Stockwater Purposes
Where Daily Use is less than 13,000 gallons per day.**

1. Name of Claimant(s) Lift Tower Lodge, LLC Phone (206) 232-1068
Mailing Address P.O. Box 1417, Mercer Island, WA Zip 98040
2. Date of Priority (Only one per claim) 10/1/1979
Month/Day/(YYYY)
3. Source of water supply (Check one) Groundwater (XX) or Other () (a) _____
which is tributary to (b) _____
4. Location of Point of Diversion is: Township 4N, Range 18E, Section 18,
SW, $\frac{1}{4}$ of SW, $\frac{1}{4}$, or Govt. Lot 6, BM., County of Blaine; Parcel (PIN) No. _____
Additional points of diversion if any: _____
5. Description of diverting works (Wells, Pumps, Spring boxes, Pipelines, 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.
Submersible pump, 100 gallon pressure tank and piping.
6. Water is claimed for the following: (limited to Domestic and/or Stockwater uses. See page 1 of the Instructions.)
For Domestic purposes from 1/1 to 12/31 amount 0.02
For _____ purposes from _____ to _____ amount _____
7. Total quantity claimed 0.02 (cfs) or (AFA)
8. Non-irrigation uses. Describe fully. (eg. Domestic: give number of households served if single ownership;
Stockwater: Type and Number of livestock) 4 guest units and 2 bedroom managers quarters

9. Location of Place of use is: Township 4N, Range 18E, Section 18,

SW ¼ of SW ¼, Govt. Lot 6, BM.; Parcel (PIN) No. _____

for (Circle One) **Domestic** **Stock** **Domestic and Stock**

Additional places of use, if any _____

10. Which county (ies) are lands listed above as place of use located? Blaine

11. Do you own the property listed above as place of use? Yes (XX) No ()

If your answer is No, describe in Remarks below the authority you have to claim this water right.

12. Describe any other water rights used at the same place and for the same purposes as described above.

None () 37-4026 for 10 original units.

13. Remarks:

This water right is used in conjunction with 37-4026. This water right is for 4 additional guest units and managers quarters added to the lodge. Domestic use is claimed to take advantage of "any other uses" provision of Section 42-111(1)(b).

14. Basis of Claim (Circle One) **Beneficial Use** **Posted Notice** **License** **Permit** **Decree**

Court _____ Decree Date _____ Plaintiff v Defendant _____

If applicable provide IDWR Water Right Number _____

15. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read, and understood 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 under the penalty of perjury 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 under the penalty of perjury that I am

PROPERTY MGR. AGENT of LIFT TOWER LODGE LLC
Title Organization

that I have signed the foregoing document in the space below as

PROPERTY MGR. AGENT of LIFT TOWER LODGE LLC
Title Organization

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

Signature of Authorized Agent Barbara Mobley Date 9/7/07

Title and Organization PROPERTY MGR AGENT BARBARA MOBLEY

Please Print Name

16. Notice of Appearance:

Notice is hereby given that I, Teresa A. Hill, 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 T. Hill

Address Stoel Rives, LLP, 101 S. Capital Blvd, Ste 120, Boise, ID 83202

Date 9/10/07

Last Name _____ Identification No. _____

11/18/2006

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STAT

RIGHT NUMBER: 37-4026
NAME AND ADDRESS: LIFT TOWER LLC
PO BOX 1567
TWIN FALLS ID 83303-1567

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.040 CFS

The quantity of water under this right shall not exceed 2,500 gallons per day.

PRIORITY DATE: 12/01/1953

POINT OF DIVERSION:

T04N R18E S18 SWSW Lot 6 Within BLAINE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

COMMERCIAL

01/01 12/31

0.040 CFS

PLACE OF USE: COMMERCIAL in BLAINE County

T04N R18E S18 Lot 6 SWSW

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

PARCEL NO. K4N180180670 LIFT TOWER LODGE 703 S MAIN, KETCHUM

*efficient use
upon definition
need to provide
Eq. P*



Idaho Department of Water Resources

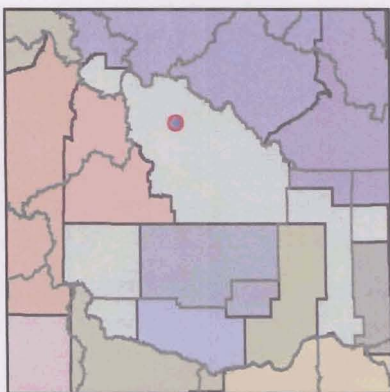
SRBA Recommendation:

37-4026

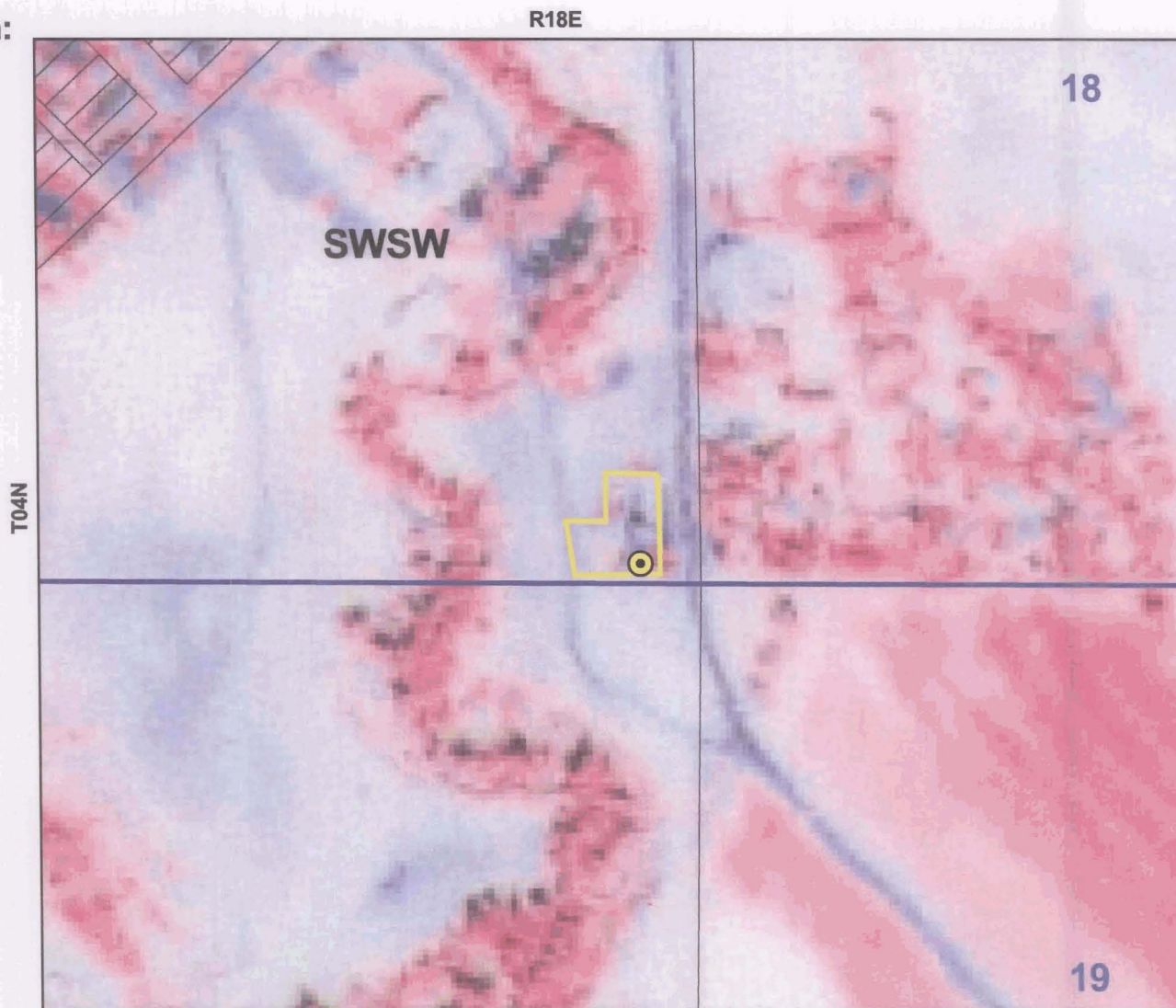
(Commercial)

Legend

-  Point of Diversion
-  Place of Use
-  Townships
-  PLS Sections
-  Quarter Quarters



Blaine County
IDWR Basin 37



0 0.1 0.2 Miles



Prepared by C. Clark
On Saturday, November 18, 2006
1987/88 Aerial Photography



101 S. Capitol Boulevard, Suite 1900
Boise, Idaho 83702
main 208.389.9000
fax 208.389.9040
www.stoel.com

TERESA A. HILL
Direct (208) 387-4264
tahill@stoel.com

December 12, 2006

HAND DELIVERY

Cynthia Bridge-Clark
Idaho Department of Water Resources
322 E. Front Street
Boise, Idaho 83720

Re: Notice of Error Water Right No. 37-4026

Dear Cynthia:

Stoel Rives LLP represents Lift Tower Lodge, LLC ("Lodge") in regards to water right no. 37-4026. Stoel Rives is submitting a Notice of Error for this water right on behalf of the Lodge to correct the ownership information (name and address) and the quantity and rate of the initial recommendation. *See Attachment A.*

As we have discussed, because of the incorrect ownership and address information the current owner did not receive and was therefore unresponsive to the Department's initial requests regarding this water right. The Lodge is submitting a Notice of Change of Water Right Ownership to correct this information and ensure that they receive any subsequent notices. *See Attachment B.* It is my understanding that due to the lack of response to the Department's information requests a di minimis water right amount was assigned to the Lodge. At your request, the Lodge is providing additional information regarding its water usage to demonstrate the beneficial use at the Lodge. *See Affidavit of Betty Caroline, Attachment C.*

You have also requested additional information regarding the priority date for the water right. I spoke to Bob Lynn, prior owner of the Lodge. Mr. Lynn stated that the Lodge began operations sometime in the late 1940s and was purchased by Jay P. Mahoney and operated as J's Warren Motel starting in 1952, which is the priority date of the water right. Mr. Lynn purchased the property in 1977. Mr. Lynn also indicated that Lodge capacity changed from ten to fourteen rooms with the addition of an office and manager's quarters in the late 1970s.

Due to the time constraints for the Notice of Error, I did not obtain an affidavit from Mr. Lynn. I will follow up with an affidavit or other additional information to support the priority date. In

Oregon
Washington
California
Utah
Idaho



Cynthia Bridge-Clark
December 12, 2006
Page 2

addition, I will provide the original signed affidavit and notices once these are received from my client.

Thank you for your assistance regarding the water right. Please let me know if you need any additional information to support the Notice of Error or the information in the water right.

Very truly yours,

Teresa A. Hill

11/21/2006

**NOTICE OF ERROR
REPLY**

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: 12/13/2006

Water right number: 37-4026

LIFT TOWER LLC

PO BOX 1567

TWIN FALLS ID 83303-1567

Telephone Number: (208)733-5500

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

- Name and address of owner
- Quantity of water right

2. Describe the changes you wish to make in the proposed recommendation:

- See Notice of Change of Water Right Ownership, filed concurrently herewith.
- Increase quantity and rate to reflect historic beneficial use.

3. Give a brief explanation as to why you disagree with these portions:

See letter from Teresa A. Hill and Affidavit of Betty Caroline, attached.

I agree with this proposed recommendation. No changes need to be made.

DATE:

12/13/06

SIGNATURE:

Please print your name:

FRANK D. PRITT

IDWR Regional Office, 322 E Front St
PO Box 83720, Boise, ID 83720-0098, 2082674800

12/11/2006 13:51 FAX

002/003

**Affidavit of Betty Caroline in Support of Notice of Error for
Water Right No. 37-4026**

STATE OF IDAHO)
) ss:
County of Blaine)

I, Betty Caroline, being first duly sworn, state that the following facts are true and correct and based upon my personal knowledge. If called to testify regarding these facts, I am competent to do so and would testify as follows:

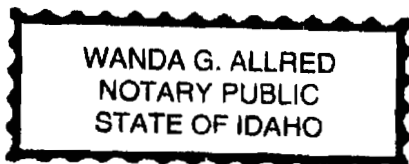
1. I am the manager of the Lift Tower Lodge ("Lodge") at 703 Main Street, Ketchum, Idaho. I have managed the Lodge for the past 1 ½ years.
2. Water right number 37-4026 is the sole source of water for the Lodge.
3. The Lodge currently consists of fourteen rooms, which contain approximately twenty five beds, enough to sleep fifty people. Each room has a private bathroom.
4. Attached to the Lodge is a two bedroom, two bathroom townhouse for the manager's use, which is used year round and currently houses four people.
5. Laundry requirements for the Lodge include approximately twenty to thirty loads of laundry per week in the winter and thirty to forty loads per week in the summer.
6. Water from the well is also used in the drip irrigation system for flower boxes, shrubs and trees and for approximately twenty sprinkler heads for grass and planters.

DATED this 12 day of December, 2006.


Betty Caroline

Affidavit of Betty Caroline in Support of Notice of Error For Water Right No. 37-4026 - 1
Blaine-201169.1 0022598-00023

SUBSCRIBED AND SWORN to before me this 12th day of December, 2006.



Wanda G. Allred
NOTARY PUBLIC in and for the State
of Idaho, residing at: 291 Washington Ave
My Commission Expires: 5/5/2009

Affidavit of Betty Caroline in Support of Notice of Error For Water Right No. 37-4026 - 2
Boise-201169.1 0022598-00023

MEMORANDUM

To: 37-4026

From: Cynthia Bridge Clark

Date: December 6, 2006

Re: SRBA Claim Review

Attorney Teresa Hill called regarding the preliminary recommendation and Notice of Error Reply form for water right 37-4026. Her client lives in Washington and said the address on the water right is incorrect. I explained that a couple of people visited with an agent at the public meetings on Monday in Sun Valley. She thought they might have been the property managers.

The right was recommended for de-minimus use (0.04 cfs, 2500 gpd) because evidence of priority was not submitted. Steve Clelland spoke with the couple at the public meeting and explained what would be required to recommend the full extent of the claim including evidence of priority, detailed information about water use in the facility (e.g. laundry, landscaping, etc.) to justify the claimed rate, clarification of the number of units (10 units were noted on the claim, but the couple indicated there are 14 units), and an ownership change if the current owner is not correct. Teresa Hill thought the address was incorrect, but did not indicate the ownership had changed.

I e-mailed copies of the preliminary recommendation package to Teresa Hill at tahill@stoel.com (720-6727).

• 387-426A

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

The quantity of water decreed for this water right is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use
PARCEL NO. K4N180180670 LIFT TOWER LODGE 703 S MAIN, KETCHUM



Idaho Department of Water Resources

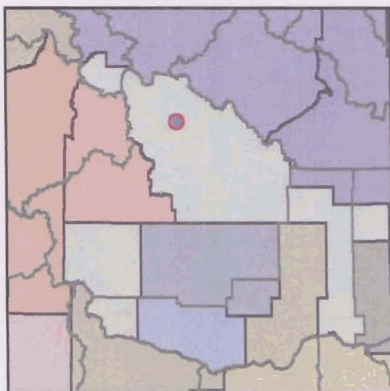
SRBA Recommendation:

37-4026

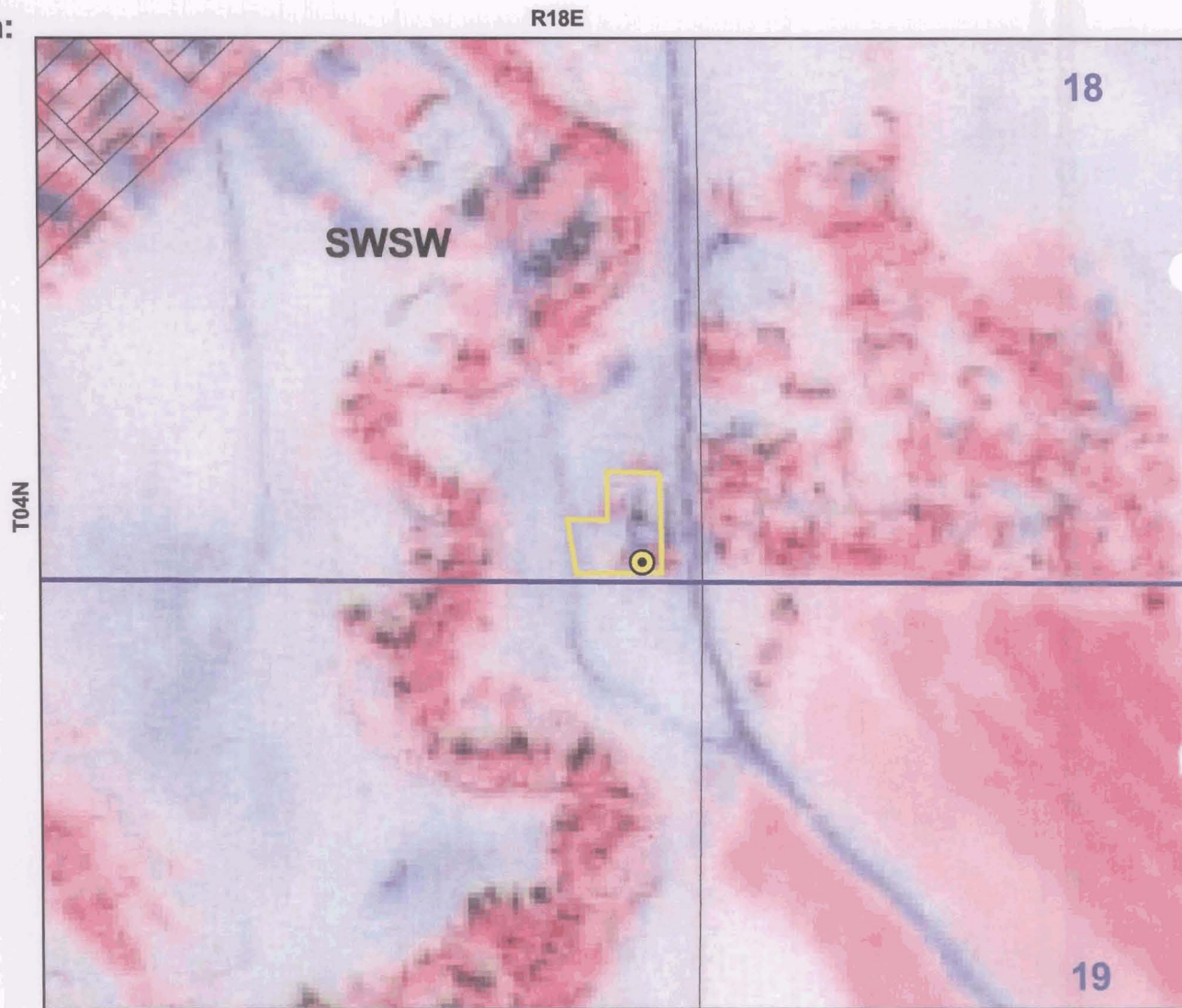
(Commercial)

Legend

-  Point of Diversion
-  Place of Use
-  Townships
-  PLS Sections
-  Quarter Quarters



Blaine County
IDWR Basin 37



0 0.1 0.2 Miles

Prepared by C. Clark
On Saturday, November 18, 2006
1987/88 Aerial Photography



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

April 15, 2005

37-4026
LIFT TOWER LLC
PO BOX 1567
TWIN FALLS ID 83303-1567

RESPONSE DEADLINE
JUNE 17, 2005

Re: Evidence of Priority

Dear Claimant:

The Notice of Claim identified with the number shown above your name on the mailing label has been filed in the Snake River Basin Adjudication (SRBA). The Notice indicates your water usage is based on "Beneficial Use" or a "Statutory Claim." Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed. The date of first use, known as the priority date, has not been confirmed by a License, Decree or Permit. The Department will, in the coming year, conduct reviews and/or field exams for the claims in your area. Since the priority date of a beneficial use water right cannot be confirmed by field examination, **proof must be provided by the claimant** supporting the priority date claimed.

If you no longer own the property to which the claim is appurtenant please forward this correspondence to the present owner, or return it to the Department. If you have received this correspondence from the previous owner of the property it is required that you file a Change of Ownership form with the Department in order to receive future mailings and to continue to be a party in the adjudication.

Enclosed you will find a computer printout of your Notice of Claim and the pamphlet entitled "Evidence of Priority." The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement.

PLEASE NOTE: The Department will not recommend the court decree the notice **as claimed** if no evidence of a priority date is submitted – it may be disallowed. It will be to your advantage to provide clear and convincing evidence. If you choose to submit statements from individuals as evidence, the statement does **not** need to be in the form of a notarized affidavit as described in the brochure, but must relate first hand knowledge of the water right in question and include dates, quantities of water and extent of water use.

Submit the required evidence supporting the priority date by the date shown above, referencing all documents with the corresponding Notice of Claim number (i.e. 37-_____). If you have questions not covered by this letter or the enclosed pamphlet, please contact this office.

Sincerely,

Douglas Jones, P.E.
Water Rights Supervisor

Enclosures

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 37-4026

WATER RIGHT NUMBER: 37-4026

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	ROBERT E LYNN PO BOX 2152 KETCHUM, ID 83340 (208)726-4258
Current Owner	LIFT TOWER LLC PO BOX 1567 TWIN FALLS, ID 83303-1567 (208)733-5500
Attorney	JASON MICIAK PO BOX 2632 TWIN FALLS, ID 83303-5298 (208)734-5444
Original Owner	JAY P MAHONEY PO BOX 185 KETCHUM, ID 83340
Original Owner	KATHLEEN K LYNN PO BOX 2152 KETCHUM, ID 83340 (208)726-4258

Priority Date: 12/01/1953

Basis: Statutory Claim

Status: Active

SourceTributary

GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
COMMERCIAL	1/01 to 12/31	0.200 CFS	
	<u>Total Diversion:</u>	0.200 CFS	

Location of Point(s) of Diversion

GROUND WATER	L6 (SW1/4SW1/4)	Sec. 18, Twp 04N, Rge 18E, B.M.
BLAINE County		

Place of UseCOMMERCIAL Within BLAINE County

T04N R18E S18 Lot 6

Conditions of Approval:Remarks:

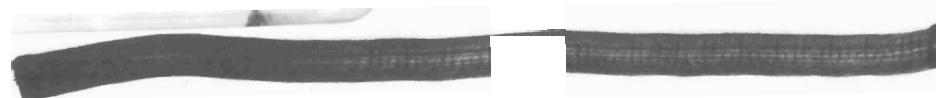
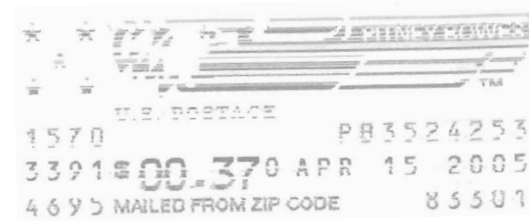
1. General THIS IS A 14 UNIT PLUS MGR UNIT WITH A 100 GALLON PRESSURE TANK. THIS IS IN DAILY USE THROUGHOUT YEAR.
***** AMENDMENT REMARKS 3-24-00 BY KKC.
THIS WATER RIGHT WAS ORIGINALLY CLAIMED AS A DOMESTIC WATER RIGHT, HOWEVER, CORRESPONDENCE FROM THE DEPARTMENT INDICATED THAT A COMMERCIAL HOTEL COULD NOT CLAIM 'DOMESTIC' AS THE PURPOSE OF USE.

THEREBY INDICATE THAT THE PURPOSE OF USE IS 'COMMERCIAL'.

Comments:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1341 Fillmore Street, Suite 200
Twin Falls, Idaho 83301-3380

RETURN SERVICE REQUESTED



S1
DE
134
Twin

RETURN SERVICE REQUESTED

DEPARTMENT OF WATER RESOURCES
1341 Fillmore Street, Suite 200
Twin Falls, Idaho 83301-3380

RETURN SERVICE REQUESTED



A Horney
Jason Miciak

LIFT TOWER LLC
PO BOX 1567
TWIN FALLS ID 83303-1567

392 Falls Ave

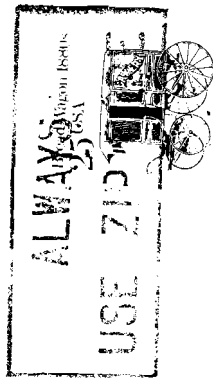
37-4026



RECEIVED
SEP 13 2004
Department of Water Resources
Southern Region

733-5500





MICROFILMED
FEB 23 1993





State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

**DIRK KEMPTHORNE
GOVERNOR**

**KARL J. DREHER
DIRECTOR**

March 24, 2000

**JASON R MICIAK
PO BOX 5298
TWIN FALLS ID 83303**

RE: AMENDMENT OF A37-04026

Dear Jason

**Enclosed is electronic copy of the amendment and change of ownership for the above listed claim,
and the receipt for the additional fees.**

Sincerely

**Kelly K Christensen
Sr Water Resource Agent**

Enclosures

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: SEP-19-1997
PAGE: A-1

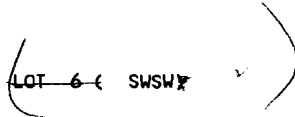
RIGHT NUMBER: 37-04026

NAME & ADDRESS: ROBERT E LYNN
KATHLEEN K LYNN
PO BOX 2152
KETCHUM ID 83340

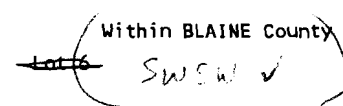
SOURCE: GROUNDWATER

QUANTITY: 0.2 CFS

PRIORITY DATE: 12/01/1953

POINT OF DIVERSION: T04N R18E S18 ~~LOT 6~~ SWSW  Within BLAINE County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	DOMESTIC D/14 UNITS PLUS MGR.	01-01 12-31	0.2 CFS

PLACE OF USE: DOMESTIC
T04N R18E S18 ~~LOT 6~~ SWSW  Within BLAINE County

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

(THIS IS A 14 UNIT PLUS MGR UNIT WITH A 100 GALLON PRESSURE TANK.
THIS IS IN DAILY USE THROUGHOUT YEAR.)

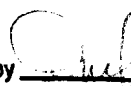
EXPLANATORY MATERIAL: BASIS OF CLAIM - STATUTORY CLAIM

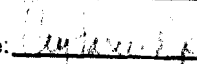
K4N180180670 ARF 1/10 Lower Lodge
903 E Main 83340



NOT
DOMESTIC
CLAIM

C065551

Verified by  Date: 1/6/00

Verification Source:  1/6/00

C004932

01/04/89
11:41:29

RIVER RUN MOTEL

PARTIAL ADJUDICATION FEE A37-04026

0410162 9337 6490

\$25.00

\$25.00

CHECK 2600

Idaho Department of Water Resources

Region: STATE

Signature: _____

MICROFILMED
FEB 23 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

(208) 327-7900

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - [REDACTED]

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

April 4, 1989

Mr. and Mrs. Robert E. Lynn
P. O. Box 2152
Ketchum, Idaho 83340

RE: Notice of Claim to a Water Right
A37-04026, Blaine County

Dear Mr. and Mrs. Lynn:

We are returning your adjudication claim based on Water Right No. 37-04026 because a motel operated for profit does not meet the definition of domestic use as defined in Idaho Code §1401A (5).

The correct form and instructions have been prepared with the information you submitted and are enclosed for your use. Your claim shows water use for a 14 unit motel. As a result, the fee for this claim would be \$50.00 plus \$100.00 per cfs or part thereof: in this case, \$70.00. We have applied the \$25.00 already submitted to this claim, leaving a balance of \$45.00.

We are also forwarding to you a data entered copy of claim #A37-12738. We have interpreted the data from your claim in the process of data entry in a manner which we feel more accurately reflects the true status of your water right. Please review the enclosed claim to assure that these modifications are in agreement with your water right.

If you believe our data is incorrect or if you make any changes to this Notice of Claim, please sign the form, having your signature notarized, and return it to this office.

You may have recently read about the deferral procedure for small domestic and stockwater filings. Because claim A37-12738 fits in this category we are enclosing additional information on this procedure. Please feel free to contact this office if you have any questions.

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FEB 23 1993

Mr. and Mrs. Robert E. Lynn
April 4, 1989
Page 2

Please note that you listed the claimants on both claims as Robert E. and Kathleen K. Lynn; therefore, please make sure both signatures are notarized.

Thank you for your prompt attention to this matter and earnest effort to comply. Should you have any questions, please feel free to contact this office

Yours Truly,


Donald V. Shaff
Adjudication Section Manager

DVS:db

Enclosures

A37-04026, short form and computer

A37-12738

D&S Information

return orig. 37-04026
to claimant

d.e. copy of A37-12738
to claimant.

A37-12738 orig to Savannah
w/ letter ~~ex~~.

file copy with copy of
37-04026 in state
copy.

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FEB 23 1993

1/23/1988

SRBA CLAIMS RECEIVING CHECKLIST

CLAIMANT'S NAME Lynn

CLAIM IDENT. NO.

A37-04026

DATE RECEIVED 1-27-89

CK # C004932

AMOUNT \$

- | | YES | NO | Required Info? |
|--|---|-------------------------------------|---------------------------|
| 1. Is the name and address complete with zip code? | ☒ | ☐ | * |
| 2. Is a priority date entered? | ☒ | ☐ | * |
| Is the priority date acceptable in view of mandatory filing dates? | ☒ | ☐ | * |
| See Adjudication Memos #1 and #4 to determine if a Permit is required. | ☒ | ☐ | * |
| 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? | ☒ | ☐ | * on orig. claim |
| 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 | ☐ | * in remarks use Comments |
| 10. Is (are) the place(s) of use and purpose(s) indicated? | ☐ | ☒ | * on orig. claim |
| 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 indicated? | ☒ | ☐ | |
| 16. If the claimant requested a monthly docket sheet, is payment enclosed? (If yes, describe payment status in "Comments" below.) | ☒ N/A | ☐ | |
| 17. Is the claim signed by the claimant, and is the signature appropriate? Organizations must complete the organization block. | ☒ | ☐ | * |
| 18. Has the claim been signed, sealed, and dated by a notary? | ☒ | ☐ | * |
| 19. Was this claim filed on time, or was an extension granted? | ☒ | ☐ | * |
| 20. Is the fee enclosed correct? | ☐ Exempt | ☒ | * |
| 21. If this claim is based on an existing water right, has the identification number been entered? | ☒ N/A | ☐ | |
| 22. Should this claim be receipted and data entered? | ☐ | ☒ | |

Claim checked by: hat

Date: 2-17-89

Claim must be returned to claimant:

Claimant must be sent a copy of amended claim for approval:

(Yes) ☐ (No) ☐

(Yes) ☐ (No) ☐

Receipt Prepared by:

Date:

Claim data entered by:

Date:

Checked by:

Sent to claimant by:

Date:

Comments: motel according to orig. stat. claim

send back to verify. Needs correct fee and good sheet.

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FEB 23 1993

Identification No. _____

Claim No. 37-4026

Map No. _____

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION

CLAIM TO A WATER RIGHT

Established by Diversion and Application to Beneficial Use

Under the provisions of Section 42-225a, Idaho Code, a person may file a claim to a right to use water which has been established by diversion and application to beneficial use. **The filing of this claim does not confirm the water right but will serve for information purposes only.** It may, however, become the basis for future adjudication of the water right by the Court.

(Please refer to the instructions on the back of this form)

1. Name of claimant Jay P. Mahoney (J's Warren Motel)
post office address Box 185, Ketchum, Idaho 83340

2. The point of diversion is in Lot 6 $\frac{1}{4}$ of _____ $\frac{1}{4}$ Section 18 Township 4N
Range 18E B.M. located on Groundwater
(name of source)

tributary to _____ in Blaine County.

3. Dates of priority claimed: list the priority for each separate quantity that you claim. Priority dates should be based upon the earliest diversion of the water which has resulted in continued beneficial use since that time. If there has been an interval of five years or greater when the water was not beneficially used for the same purpose as originally appropriated, the priority that you claim should date from the time that the water was again beneficially applied following the period of non-use.

a. Date of priority claimed:

Dec. 1953 amount: 0.15 c.f.s. or _____ acre feet
_____ amount: _____ c.f.s. or _____ acre feet
_____ amount: _____ c.f.s. or _____ acre feet
Total claimed _____ c.f.s. or _____ acre feet.

b. Explain the purpose for which the water has been used and the time during the year when you have used the right claimed:

use domestic period of use from Jan. 1 to Dec. 31 (both dates inclusive)
use _____ period of use from _____ to _____ (both dates inclusive)
use _____ period of use from _____ to _____ (both dates inclusive)
use _____ period of use from _____ to _____ (both dates inclusive).

4. Description of diverting works:

a. Surface water diversion dam and/or headgate: material is composed of _____
_____ ; length is _____ feet; height is _____ feet;
width at bottom is _____ feet; width at top is _____ feet; explain any increase in diversion capacity since structure was first built, giving dates and estimated capacities if known _____

b. Underground water diverting works: is well flowing or pumped pumped ; depth of well is 100 feet; diameter of well is 8 inches; type of pump is jet pump
capacity of pump is 7 g.p.m.; name and address of well driller is Geo. Rosseller



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - (208) 334-7900

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

January 26, 1989

Mr. and Mrs. Robert K. Lynn
P. O. Box 2152
Ketchum, ID 83340

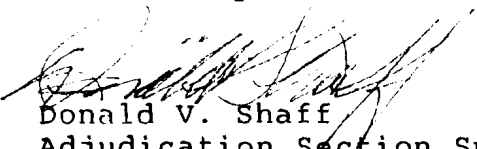
RE: Snake River Basin Adjudication
A37-04026

Dear Mr. and Mrs. Lynn:

Please find enclosed a pair of receipts for water rights claims submitted to this agency. You will note on receipt #C004932 that the claim for the motel is partially accepted. The nature of the use of the water for the motel is commercial rather than residential, and therefore, does not qualify for the \$25.00 filing fee. The fee is calculated at \$50.00 plus \$100.00 per cfs, which in this case at .20 cfs would be \$20.00 for a total of \$70.00.

Please remit by February 27, 1989, an additional \$45.00. Thank you for your prompt attention to this matter.

Yours Truly,


Donald V. Shaff
Adjudication Section Supervisor

DVS:db

Enclosures

Rec. #C004932

Rec. #C004109

RIVER RUN MOTEL
P.O. BOX 2152
KETCHUM, IDAHO 83340 208/788-3690

DATE	INVOICE	AMOUNT
2/10/89	ADJUDICATION FEES	

92-160/1241

2750

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FEB 23 1993

PAY

DATE	TO THE ORDER OF	CHECK NO.	DESCRIPTION	AMOUNT
2/10/89	DEPT OF WATER RESOURCES	2750		

RIVER RUN MOTEL

FIRST INTERSTATE BANK OF IDAHO
KETCHUM, IDAHO 83340

00027500 11 11 10 10 00 11 00 10 00



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 -(208) 327-7900

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

January 14, 1992

RECEIVED

JAN 15 1992

Mr. & Mrs. Robert E. Lynn
P.O. Box 2152
Ketchum, ID 83340

Department of Water Resources
Southern Region Office

RE: Snake River Basin Adjudication (SRBA)
Blaine County - #A37-14271, ~~A37-04026~~ & A37-12738
Receipt #C018911

Dear Mr. & Mrs. Lynn:

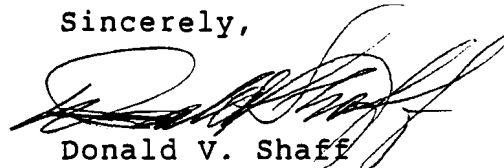
We are forwarding to you data-entered copies of the claims you filed for your property in Blaine County. We are also enclosing Receipt #C018911 in the amount of \$50.00, for late fees.

We have interpreted the data from these claims in the process of data entry in a manner which we feel more accurately reflects the true status of these water rights. Please review the enclosed claims to assure that they are in agreement with your water rights.

If you believe our data is incorrect, and you wish to make any changes to these Notices of Claim, initial the changes before signing the forms, have your signature notarized, and return them to this office within 30 days. If you believe these claims are correct, you may retain these copies of your claims for your records.

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

Sincerely,



Donald V. Shaff
Manager, Adjudication Section

DVS:sf:south

Enclosures:

Claims Referenced Above
Receipt C018911

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FEB 23 1992

CO18381	Lynn	25 D45	9/21/90	}
CO04109	Lynn	25 A57-12738	12/20/88	
CO18911	Lynn	50 D45	11/20/90	
				late
CO04932	River Run	25 Hotel	1/04/89	
CO05551	Lift Tower	45 Hotel	2/17/89	

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FEB 23 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - (208) 334-7900

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

January 26, 1989

Mr. and Mrs. Robert K. Lynn
P. O. Box 2152
Ketchum, ID 83340

BLAINE

RE: Snake River Basin Adjudication
A37-04026

Dear Mr. and Mrs. Lynn:

Please find enclosed a pair of receipts for water rights claims submitted to this agency. You will note on receipt #C004932 that the claim for the motel is partially accepted. The nature of the use of the water for the motel is commercial rather than residential, and therefore, does not qualify for the \$25.00 filing fee. The fee is calculated at \$50.00 plus \$100.00 per cfs, which in this case at .20 cfs would be \$20.00 for a total of \$70.00.

Please remit by February 27, 1989, an additional \$45.00. Thank you for your prompt attention to this matter.

Yours Truly,

Donald V. Shaff
Adjudication Section Supervisor

C005551
2/17/89 RF

DVS:db
Enclosures

Rec. #C004932
Rec. #C004109

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FEB 23 1989