

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 37-158C
Date Received: 10/25/1988
Receipt No: S003231
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

BIG WOOD GOLF COURSE LLC Phone: (208)438-5678
PO BOX 87
SUN VALLEY ID USA 83353

2. Date of Priority: 07/01/1881

3. Source: BIG WOOD RIVER Trib. to: MALAD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
04N	17E	1	NE NW SE	BLAINE	

5. Description of diverting works:

0-P2 HEADGATE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION FROM STORAGE	04/15	10/31	0.6	
RECREATION STORAGE	01/01	12/31		49.9
AESTHETIC STORAGE	01/01	12/31		49.9
DIVERSION TO STORAGE	04/15	10/31	0.6	

7. Total Quantity Appropriated is:

0.6 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	
04S	17E	1	SE	SE	RECREATION STORAGE		
			SE	SE	AESTHETIC STORAGE		
			NE	SE	IRRIGATION FROM STORAGE	1	
			SE	SE	IRRIGATION FROM STORAGE	23	
Section Acres						24	
04S	17E	12	NE	NE	IRRIGATION FROM STORAGE	18	
			SE	NE	IRRIGATION FROM STORAGE	14	
			NE	SE	IRRIGATION FROM STORAGE	12	
			SE	SE	IRRIGATION FROM STORAGE	9.2	
			SE	SE	AESTHETIC STORAGE		
			NE	NE	AESTHETIC STORAGE		
			SE	NE	AESTHETIC STORAGE		
			NE	SE	AESTHETIC STORAGE		
			NE	NE	RECREATION STORAGE		
			SE	NE	RECREATION STORAGE		
			NE	SE	RECREATION STORAGE		
			SE	SE	RECREATION STORAGE		
Section Acres						53.2	
04S	18E	6	SW	SW	7	RECREATION STORAGE	
			SW	SW	7	AESTHETIC STORAGE	
			SW	SW	7	IRRIGATION FROM STORAGE	0.9
Section Acres						0.9	
04S	18E	7	SW	NW	2	AESTHETIC STORAGE	
			NW	SW	3	IRRIGATION FROM STORAGE	4
			SW	SW	4	IRRIGATION FROM STORAGE	11
			SW	NW	2	RECREATION STORAGE	
Section Acres						26	
Total Acres						104.1	

Note wrong TWP (with arrow pointing to 04S)

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:

Use of water under this water right will be regulated by the watermaster of State Water District No. &DISTRICT.

A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.

WATER FROM ALL RIGHTS IS COMINGLED AND DISTRIBUTED THROUGH ONE SYSTEM TO SPRINKLER IRRIGATE GOLF COURSE & COMMON AREA WITHIN BIG WOOD SUBD.

| IDWR NOTE: THIS CLAIM AMENDED TO ADD AES. USE AND SENT FOR SIGNATURE.
OWNERSHIP CHANGE MADE 1-5-95 BY TLB.

A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.

Amended claim received Sept 30, 2009.

15. Basis of Claim: Decreed

Amended 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 FORM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 37-158C

Date Received

Receipt Number

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

2009 SEP 30 PM 2 54
DISTRICT COURT - 5th
TWIN FALLS CO., IDAHO

Please type or print clearly

1. Name of Claimant (s) Bigwood State Golf Course, L.L.C. Phone 208-720-6589
Mailing Address P.O. Box 85, Paul, ID Zip 83347
2. Date of Priority (Only one (1) per claim) 7/1/1881
3. Source of water supply (a) Big Wood River
which is tributary to (b) Malad River
4. a. Location of existing point of diversion is: Township 04N Range 17E Section 1,
NE 1/4 of NW 1/4 of SE 1/4, Govt. Lot, B.M., County of Blaine County
Additional points of diversion if any: _____
b. If instream flow, beginning point of claimed instream flow is:
Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,
Govt. Lot _____ B.M., County of _____
ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of
_____ 1/4, Govt. Lot _____ B.M., County of _____
5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc.),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed
and as enlarged and the depth of each well. Existing headgates, ditches, pipes and pumps

6. Water is claimed for the following purposes:

(both dates are inclusive) (cfs) (acre feet)

For Storage for Rec & Aes purposes from 1/01 to 12/31 amount _____ or 49.9

For Diversion to Storage purposes from 4/15 to 10/31 amount 0.6 or _____

For Irrigation from Storage purposes from 4/15 to 10/31 amount 0.6 or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 0.6 (cfs) and / or (b) _____ (acre feet)

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

9. Non-irrigation uses; described fully (e.g. Domestic: list number of households served; Stockwater: type and number of livestock, etc.) Diversion to storage and storage in irrigation pond and numerous small recreation / aesthetic ponds on golf course.

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
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
04S	17E	1													1			23	24
		12	18			14									12			9.2	53.2
04S	18E	6											0.9						0.9
		7										4	11						15
04S	17E	1																R,J	
		12	R,J			R,J									R,J			R,J	
04S	18E	6											R,J						
04S	18E	7							R,J										

Total number of acres irrigated 93.1

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

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

37-274, 37-276B, 37-158C and 37-894B Or None ☐

14. Remarks:

37-158C is limited to 24 acres of irrigation within the described place of use within one irrigation season.

Recreation and aesthetic place of use includes ponds located on Bigwood subdivision property that are part of the golf course system.

Last Name _____ Ident. No. _____

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License _____ Permit _____
Decree x

If applicable provide IDWR Water Right Number 37-158C

Court 4th Judicial Court in Lincoln County Case Number _____ Decree Date 12/13/1909

Plaintiff vs Defendant S.C. Frost, et al. vs Alturas Water Company, et al.

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 in fact

Of Bigwood Golf Course, LLC Title _____ 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 L. X. Heam

Title and Organization _____ Date _____

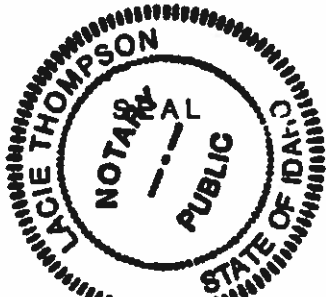
State of Idaho / or _____)
County of Blaine) ss.

Subscribed and sworn (or affirmed) before me this 30th day of Sept, 20 09.

Notary Public Lacie Thompson

Residing at Hailey

My Commission Expires 1/28/2014



Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ 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 _____

Date _____

Last Name _____ Ident. Number _____

BIG WOOD GOLF COURSE

POND VOLUME CALCULATIONS

BROCKWAY ENGINEERING, PLLC.

ALR/CGB - SEPT 29, 2009

Volume calculated using formula $V = d/3 * (Asfc + Abot + Sqrt(Asfc * Abot))$

POND	Surface Area	Surface / bottom area		Max. Depth	Volume	
	(ac)	(ft2)	(ac)		(ft3)	(ac-ft)
1	0.123	5358	0.123	6	17428	0.40
1		1019	0.023			
2	0.044	1899	0.044	5	3941	0.09
2		79	0.002			
3	2.445	106496	2.445	20	1385302	31.80
3		37828	0.868			
4	0.201	8769	0.201	3.5	24417	0.56
4		5326	0.122			
5	0.128	5583	0.128	4	13153	0.30
5		1443	0.033			
6	0.143	6243	0.143	5	16865	0.39
6		1172	0.000			
7	0.089	3898	0.089	5	9310	0.21
7		416	0.008			
8	1.161	50588	1.161	9.6	315973	7.25
8		17988	0.413			
9	0.203	8862	0.203	4.5	25815	0.59
9		3104	0.071			
10	0.206	8964	0.206	5.5	26464	0.61
10		1639	0.037			
11	0.013	575	0.013	4	766	0.02
11		0	0.000			
12	0.073	3195	0.073	4	4260	0.10
12		0	0.000			
13	0.075	3283	0.075	4	7299	0.17
13		688	0.016			
14	0.050	2192	0.050	4	6595	0.15
14		1160	0.018			
15	0.282	12289	0.282	6	51698	1.19
15		5408	0.124			
16	0.013	586	0.013	4	782	0.02
16		0	0.000			
17	0.029	1246	0.029	4.5	2001	0.05
17		6	0.000			
18	0.021	920	0.021	4	1532	0.04
18		39	0.001			
19	0.162	7042	0.162	5	20704	0.48
19		1810	0.042			
20	0.007	323	0.007	5	539	0.01
20		0	0.000			
21	0.022	963	0.022	5	1709	0.04
21		4	0.000			
22	0.014	617	0.014	5	1029	0.02
22		0	0.000			

POND	Surface Area	Surface / bottom area		Max. Depth	Volume	
	(ac)	(ft2)	(ac)	(ft)	(ft3)	(ac-ft)
23	0.166	7228	0.166	5	20213	0.46
23		1551	0.017			
24	0.116	5039	0.116	3.5	12019	0.28
24		2049	0.047			
25	0.142	6183	0.142	4.5	19676	0.45
25		2785	0.064			
26	0.250	10871	0.250	4.5	36561	0.84
26		5659	0.130			
27	0.168	7325	0.168	5	24988	0.57
27		2989	0.069			
28	0.156	6803	0.156	3	14049	0.32
28		2846	0.065			
29	0.155	6741	0.155	3	12336	0.28
29		1960	0.040			
30	0.442	19275	0.442	4	62136	1.43
30		12073	0.277			
31	0.145	6327	0.145	5	19284	0.44
31		1835	0.042			
32	0.152	6612	0.152	2.5	12634	0.29
32		3642	0.084			
33	0.048	2088	0.048	2.5	3103	0.07
33		557	0.000			
TOTALS	7.45				2174582	49.9

Big Wood Golf Course - Amended SRBA Claims

Calculation of Irrigated Area to be Removed for Pond Mitigation

Brockway Engineering

GWS 9/22/2009

Rev CGB 9/29/09 per IDWR policy discussion

Crop: use Pdef seasonal. Pond: use Pdef annual, discounting the months with negative values.

Site is just north of Ketchum. Interpolate between the Hailey and Galena stations using the station elevation as a proxy.

Interpolation

Hailey Ranger Station

Elevation	5350 feet
Turf P _{def}	574 mm
Open water shallow P _{def}	512 mm (not including negative months)

Golf Course - Interpolated between stations

Elevation	5893 feet
Turf P _{def}	508 mm ✓
Open water shallow P _{def}	475 mm (not including negative months)

Galena Station

Elevation	7310 feet
Turf P _{def}	334 mm
Open water shallow P _{def}	380 mm (not including negative months)

Irrigated Acres Removed for Ponds

Pond	mm		acres	<i>← Pond Surface Area</i>
	475	x	7.45	= 11.6 AFA
Dried Irrigation Acres	AFA		mm	
	11.6	÷	508	= 7.0 Acres <i>4.29</i>
Irrigable Acres	Acres		Acres	
	93.1	-	7.0	= 86.1 Acres



Does not appear on 87
26 Photo
7

**BIG WOOD GOLF COURSE
PLACE OF USE & PONDS
BENCHMARK PHOTO MAY 2005**

BROCKWAY ENGINEERING, PLLC.
ALR - SEPT. 21, 2009

1 inch equals 760 feet

Legend

- Ponds = 7.44ac
- 04N17E, 18E_SECTIONS
- t04n17e
- t04n18e
- 37-276B IDWR PPU 93.1 Acres



RECEIVED
JULY 24, 2009

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 IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
37-158C <i>AD</i>	A37-158C				
37-274 <i>AD</i>	A37-274				
37-276B <i>AD</i>	A37-276B				
37-894B <i>AD</i>	A37-894B				
37-4269 <i>AD</i>	A37-4269				

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 on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. 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 or equivalent **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) David M. Sellgren
P.O. Box 2810
Sun Valley, ID 83353
4. New Owner Claimant(s) Big Wood Golf Course, LLC
Name Connector (Check one): ☐ and, ☐ or, ☐ and or
- New Mailing Address P.O. Box 85
- City, State and ZIP Code Paul, ID 83347
- New Telephone Number (208) 438-5678 Email: nbasted@earthlink.net

5. Date you acquired the property November 20, 2002

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 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 (you may copy this page, if 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 line 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)

Elizabeth Bosted, 1 Sellgren

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by _____

Date _____

Receipt Amt. _____

Received by _____

Date _____

Receipt No. _____

Processed by _____ AJ

Date _____

WR _____ Date _____

RECORDING REQUESTED BY
AND
WHEN RECORDED RETURN TO

Thomas C. Praggastis
Post Office Box 6090
Ketchum, Idaho 83340

Mail Tax Statements To:

David M. Sellgren
P. O. Box 87
Sun Valley, ID 83353

Instrument # 481494

HAILEY, BLAINE, IDAHO

2003-04-04 01:33:00 No. of Pages: 2

Recorded for : THOMAS C PRAGGASTIS

MARSHA RIEMANN Fee: 6.00

Ex-Officio Recorder Deputy

Index to: WTYOCICORP DEED

(Space Above Line for Recorder's Use)

QUITCLAIM DEED

FOR VALUE RECEIVED, DAVID M. SELLGREN, a single man, Grantor, does hereby convey, release, remise and forever quitclaim unto BIGWOOD GOLF COURSE, L.L.C., Post Office Box 87, Sun Valley, ID 83353, Grantee, the premises located in Blaine County, Idaho, as more particularly described in Exhibit A attached hereto and incorporated herein by reference.

DATED this 20 day of NOVEMBER, 2002.

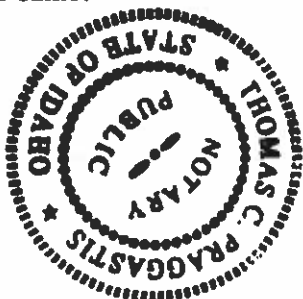
David M Sellgren
DAVID M. SELLGREN

STATE OF IDAHO)

ss.

County of Blaine)

On this 20 day of NOVEMBER, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID M. SELLGREN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.



[Signature]

Notary Public for State of Idaho

Residing at Sun Valley

Commission expires 10-6-2003

EXHIBIT A
LEGAL DESCRIPTION

Real property located in the City of Ketchum, County of Blaine, State of Idaho, as more particularly described as follows:

Block 11, 14, 16, and 18 of BIGWOOD P.U.D. LARGE BLOCK SUBDIVISION PLAT, according to the official plat thereof, recorded as Instrument No. 270981, records of Blaine County, Idaho

AND

Block 12A of BIGWOOD P.U.D. SUBDIVISION BLOCK 12A, according to the official plat thereof, recorded as Instrument No. 429493, records of Blaine County, Idaho

AND

Block 13, 17A, 17B, 21 and 22 of AMENDED BIGWOOD P.U.D. SUBDIVISION BLOCKS 4A-4D, 5, 7, 12, 13, 17A, 17B, 19, 21 and 22, according to the official plat thereof, recorded as Instrument No. 289785, records of Blaine County, Idaho

together with all appurtenances.

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: A37-00158C
Date Received: 10/25/1988
Receipt No: S003231
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DAVID M SELLGREN 208-726-8071
Address: PO BOX 2810
SUN VALLEY ID 83353

2. Date of Priority: JUL 1, 1881

3. Source: BIG WOOD RIVER Trib. to: MALAD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	17E	1	NW	NW	SE		BLAINE

5. Description of diverting works:
0-P2 HEADGATE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.600		
AESTHETIC	04/01	11/01	0.600		

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

8. Total consumptive use is 240.0 Acre Feet Per Annum.

9. Non-irrigation uses:
AESTHETIC, PONDS AND STREAMS IN GOLF COURSE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	17E	1	SE	SE		IRR	17.0
			SE	SE		AES	

MICROFILMED
NOV 21 1996

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	17.0
		12	NE	NE	IRR	29.0
			NE	NE	AES	
			SE	NE	IRR	15.0
			SE	NE	AES	
			NE	SE	IRR	19.0
			NE	SE	AES	
			SE	SE	IRR	8.0
					Section Acres	71.0
	18E	7	NW	SW	IRR	1.5
			SW	SW	IRR	6.5
					Section Acres	8.0
					Total Acres	96.0

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:
A37-00892A, A37-00276B, A37-00274.

14. Remarks:
WATER FROM ALL RIGHTS IS COMINGLED AND DISTRIBUTED THROUGH ONE SYSTEM TO SPRINKLER IRRIGATE GOLF COURSE & COMMON AREA WITHIN BIG WOOD SUBD.
|
IDWR NOTE: THIS CLAIM AMENDED TO ADD AES. USE AND SENT FOR SIGNATURE.
OWNERSHIP CHANGE MADE 1-5-95 BY TLB.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 12/13/1909

S. C. FROST, ET. AL.
Decree Plaintiff

ALTURAS WATER COMPANY, ET. AL
vs Decree Defendant

MICROFILMED
NOV 21 1996

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

MICROFILMED
NOV 21 1996

Water Right Number - R37-00158C Prefix Translation: RESEARCH Old (D) Number -
+ - - - - Last Name - - - - + + - - First Name - - - + + - - - - Address - - - - - +*** C - CURRENT OWNER ***
SELLGREN

DAVID M

1 - PO BOX 2810

2 -

3 -

City- SUN VALLEY

Phone - 208-726-8071

State- ID Zip- 83353

*** O - ORIGINAL OWNER ***
SEABOARD IDAHO INC

1 - PO BOX 2115

2 -

3 -

City- SUN VALLEY

Phone - 208-726-5657

State- ID Zip- 833530000

SUTTON SELLGREN & SELLGREN INC

1 - PO BOX 2810

2 -

3 -

City- SUN VALLEY

Phone - 208-726-8071

State- ID Zip- 83353

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
07/01/1881 17 SOUTHERN D - DECREED+ - - - - Source - - - - + + - - - - Tributary - - - - - +
BIG WOOD RIVER MALAD RIVER+ - - - - Point of Diversion - - - - - +
TwN Rng Sec Tract Lot RFLg County

04N 17E 1 NW NW SE (13) BLAINE

+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume

01 - IRRIGATION

52 - AESTHETIC

04/01 11/01

04/01 11/01

0.600

0.600

+ - - Total Div. Rate - + + - - Total Div. Volume - + + - - Total Consumptive Use - + + - - KW Usage - +
0.600 240.0

+ - - - - Tract Sec Lot Acres Place of Use Code Description County

(13) BLAINE

(13) BLAINE

(13) BLAINE

(13) BLAINE

(13) BLAINE

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MICROFILMED

NOV 21 1996

Water right number - R37-00158C Prefix Translation: RESEARCH

Twn	Rng	Sec	Tract	Lot	Acres	Place of Use	Description	County
04N	17E	12	SE NE			52	AESTHETIC	(13) BLAINE
04N	17E	12	NE SE			52	AESTHETIC	(13) BLAINE

Total Acres: 96.0

+ - - - - - Diversion Means - 0-P2 HEADGATE

+ - - - - - Non-Irrigation Use - AESTHETIC, PONDS AND STREAMS IN GOLF COURSE

+ - - - - - Other Rights for Same Use - A37-00892A, A37-00276B, A37-00274.

	Remarks
	WATER FROM ALL RIGHTS IS COMINGLED AND DISTRIBUTED THROUGH ONE SYSTEM TO SPRINKLER IRRIGATE GOLF COURSE & COMMON AREA WITHIN BIG WOOD SUBD.

IDWR NOTE: THIS CLAIM AMENDED TO ADD AES. USE AND SENT FOR SIGNATURE.
OWNERSHIP CHANGE MADE 1-5-95 BY TLB.

+ - - - - - 3700158C - - - - - Old Water Right Numbers - - - - - +

	Conditions of Approval
R01	- A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.
R04	- Use of water under this water right will be regulated by the watermaster of State Water District No. 37.
R02	- A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.

+ - - - - - Decree Plaintiff - - - + - - - - - Decree Defendant - - - + - - - Decree Date - - +
S. C. FROST, ET. AL. ALTURAS WATER COMPANY, ET. AL. 12/13/1909+ - - - - - Date: 01/05/1995 User Id: TBACKLUN Subject: OWNERSHIP CHANGE OWNERSHIP/NAME CHANGE RECEIVED 6-21-93. SELLGREN & SUTTON- FORMER OWNER, SELLGREN-NEW OWNER. FORM WITH BOTH SIGNATURES.
OWNERSHIP CHANGED 1-5-95.+ - - - - - Audit Fields - - +
01/05/95 TBACKLUN+ - - - - - Court Report Filing - 00/00/0000 Field Inspection Made - 00/00/0000 Civil Case Number - 39576
Objection Filed Date - 00/00/0000 Field Inspection Flag - Old Case Number -

NOV 21 1996

MICROFILMED

Water right number - R37-00158C

Prefix Translation: RESEARCH

Response Filed Date	- 00/00/0000	Verified Date	- 00/00/0000	Old Judicial District	-
Claim Received Date	- 10/25/1988	Last Amended Date	- 02/25/1992	Temporary Right	- T
		Receipt Number	- X777777	Water District	- 37
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	-	Presumption Flag	- C
				Notice of Error Flag	-

MICROFILMED
NOV 21 1996



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

JUL 21 1993

Department of Water Resources
Southern Region Office

DATE OF CLOSING: May 10, 1993

LEGAL DESCRIPTION OF PROPERTY: Township _____ Range _____
Section _____, 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____

If you have additional legal descriptions, please attach separate sheet. See Exhibit "A" attached hereto.

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

[x] Water Right Number(s) Assigned by IDWR: A37-00274, A37-00892A, A37-04269, A37-00276B, A37-00158C

[x] Name and Address of Former Owner/Claimant(s)(Seller): Sutton, Sellgren and Sellgren, Inc.

P.O. Box 2810

Sun Valley, Idaho 83353

[x] New Owner/Claimant (Purchaser): David M. Sellgren

[x] New Mailing Address: P.O. Box 2810
Sun Valley, Idaho 83353

[x] New Telephone Number: (208) 726 - 8071

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

[] Attach proof of ownership, describe proof attached:

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

[] Signature of New Owner/Claimant(s) David M. Sellgren Date 5-10-93

[] Signature of Former Owner/Claimant(s) Sutton, Sellgren & Sellgren Date 5-10-93
Done by David M. Sellgren Date 5-10-93
President Date

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

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: 1-5-95 By: HLB

Further Action Needed:

Further Action Taken

Date:

By:

Final Review and Data-Entry

Date: 1-5-95 By: HLB

Claim Numbers of Split, if any:

MICROFILMED

NOV 21 1996

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

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

RECEIVED

MAR 09 1992

Ident. Number: A37-00158C
Date Received: 10/25/1988
Receipt No: S003231
Received By: SC

Department of Water Resources

AMENDED Region Office

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: SUTTON SELLGREN & SELLGREN INC 208-726-8071
Address: PO BOX 2810
SUN VALLEY ID 83353

2. Date of Priority: JUL 1, 1881

3. Source: BIG WOOD RIVER Trib. to: MALAD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	17E	1	NW	NW	SE		BLAINE

5. Description of diverting works:
0-P2 HEADGATE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.600		
AESTHETIC	04/01	11/01	0.600		

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

8. Total consumptive use is 240.0 Acre Feet Per Annum.

9. Non-irrigation uses:
AESTHETIC, PONDS AND STREAMS IN GOLF COURSE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	17E	1	SE	SE		IRR	17.0
			SE	SE		AES	

COPY

MICROFILMED
FEB 23 1983

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	17.0
		12	NE	NE	IRR	29.0
			NE	NE	AES	
			SE	NE	IRR	15.0
			SE	NE	AES	
			NE	SE	IRR	19.0
			NE	SE	AES	
			SE	SE	IRR	8.0
					Section Acres	71.0
	18E	7	NW	SW	IRR	1.5
			SW	SW	IRR	6.5
					Section Acres	8.0
					Total Acres	96.0

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:
A37-00892A, A37-00276B, A37-00274.

14. Remarks:
WATER FROM ALL RIGHTS IS COMINGLED AND DISTRIBUTED THROUGH ONE SYSTEM TO SPRINKLER IRRIGATE GOLF COURSE & COMMON AREA WITHIN BIG WOOD SUBD.

IDWR NOTE: THIS CLAIM AMENDED TO ADD AES. USE AND SENT FOR SIGNATURE.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 12/13/1909

S. C. FROST, ET. AL.
Decree Plaintiff

ALTURAS WATER COMPANY, ET. AL
vs Decree Defendant

COPY

MICROFILMED
FEB 23 2003

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

For Organizations:

Dewalt Sallgren
Signature of Authorized Agent
Pres Sallgren & Sallgren
Title and Organization
3-6-92
Date

Debra L. Hanson
Notary Public

Residing at Ketchikan
My Commission Expires 8/8/96

MICROFILMED
FEB 22 1964

Idaho Department of Water Resources

Fee Calculation

Date: 02/25/93
Time: 14:59:20

WR No	886.40
A3700158C	Fee
A3700892A	60.00
	318.40

WR No	Fee
A3700274	80.00
A3704269	60.00

WR No	886.40	
A3700276B	Fee	368.00

(GOLD1=CALC FEE) (GOLD2=CALC FEE/LATE CHG) (GOLD3=RECALC TOTAL) (GOLD4=PREVIOUS)
(GOLD5=NEXT) (GOLD6=ADD AR RECORD) (GOLD7=RECEIPT) (GOLD8=CANCEL) (Menu _____)

MICROFILMED
FEB 22 1993

* These figures were derived with the information provided by Mr. Selgeen and his grounds keeper, Norm.

Calculations show no significant increase in the facility volume from the ponds in 1970 to the ponds as they exist at present in 1987.

2-25-92

Steve Allen

1987

ACRES → (assuming 96 Acres as claimed) →
1/3 of 288 AF
(3)

ACRES Same 288 AF
240 AF

(2.5) (4) 240 AF

PONDS 1" = 660'

PONDS 1" = 660'

1970 11 1/4' 330' x 330' = 1,524,600 cf
14' 330' x 2.5' x 5' = 136,125 cf

11 1/4' 572.5' x 16' = 17' = 667,012.5 cf

2,227,738 cf
(53 AF)

N. Pond (Same) = 667,013 cf
S. Pond (Same) = 136,125 cf
New Large Pond 495' x 206' x 12.25'

= 1,250,000 cf
2053,138 cf
= 417 AF

RECEIVED
FEB 25 1993

1970

Acres

1/8
(3)

288 AF

(2.5)

240 AF

1" = 660'

PONDS

1970 $\frac{1491}{14}$ $330' \times 330' = 1,524,600$ cf

$\frac{5.5 \text{ mfd}}{330' \times 82.5' \times 5' = 136,125$ cf

$\frac{11 \text{ Pond}}{572.5' \times 165' \times 7' = 667,012.5$ cf

2,327,738 cf

(53 AF)

1987

Acres

Same

288 AF
240 AF

PONDS

1" = 660'

N. Pond (Same) = 667,013 cf

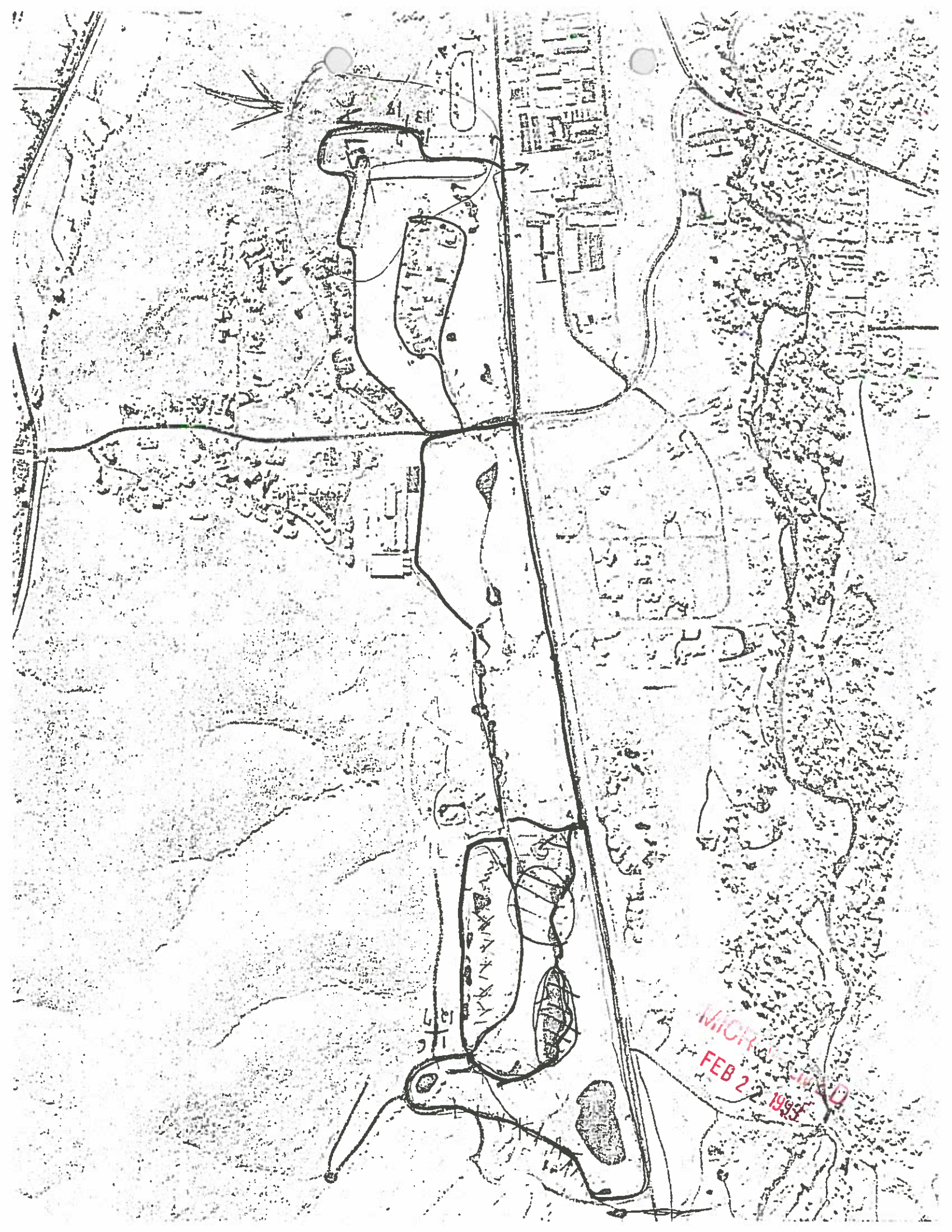
S. Pond (Same) = 136,125 cf

New Large Pond $495' \times 200' \times 12.25'$

= 1,250,000 cf

2,053,138 cf

= 417 AF



RITE / RIBE

T5N

T4N

STANLEY 61 MI
GALENA 22 MI

36

31

Borrow
Pit
32

T5N
T4N

43

Pod

42' 30"

New Pond
Replaces

6

OLD POND
NOW ABANDONED

Borrow
Pit

BM
023

5

SKI
LIM

RUG
Mou

NORTH
POND

12

SOUTH
POND

41

7

Water
Tanks

Sun Valley

8

6758 Pros
Hill

BOUNDARY

BOUNDARY

KITCHUM
CORPORATE
SUN VALLEY

Sewer
Disp

Benny
Mtn

Radio
Tower

Ketchum

18

40

39

A37-00158C

* FOR AMENDMENT
TO SHOW
AES. POU

HIGHLY
FEB 22 1993

CLAIM A37-00158C ETAL INIT SW
T. R. S. Q/Q 2-25-92
P/D
PHOTO ID. X24 1974

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: A37-00158C
Date Received: 10/25/1988
Receipt No: S003231
Received By: AD

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: SUTTON, SELLGREN & SELLGREN INC. 208-726-8071
Address: P.O. BOX 2810
SUN VALLEY, ID 83353

2. Date of Priority: JUL 1, 1881

3. Source: BIG WOOD RIVER Trib. to: MALAD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	17E	1	NW	NW	SE		BLAINE

5. Description of diverting works:
O-P2 HEADGATE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.600		

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

8. Total consumptive use is 240.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	17E	1	SE	SE		IRR	17.0
						Section Acres	17.0
		12	NE	NE		IRR	2900

MICROFILMED
FEB 22 1993

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	17E	12	SE	NE		IRR	15.0
			NE	SE		IRR	19.0
			SE	SE		IRR	8.0
						Section Acres	71.0
	18E	7	NW	SW		IRR	1.5
SW			SW		IRR	6.5	
						Section Acres	8.0
						Total Acres	96.0

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:
A37-00892A, A37-00276B, A37-00274.

14. Remarks:
WATER FROM ALL RIGHTS IS COMINGLED AND DISTRIBUTED THROUGH ONE SYSTEM TO SPRINKLER IRRIGATE GOLF COURSE & COMMON AREA WITHIN BIG WOOD SUBD.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 12/13/1909

S. C. FROST, ET. AL.
Decree Plaintiff

ALTURAS WATER COMPANY, ET. AL
vs Decree 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: _____

MICROFILMED
FEB 22 1993

For Organizations:

I do solemnly swear or affirm that I am President of
Sutton Selgren & Selgren Inc. Title
Organization, that I have signed the foregoing
document in the space below as President of
Sutton Selgren & Selgren Inc. Title
Organization and that the statements contained in the
foregoing document are true and correct.

David H. Selgren
Signature of Authorized Agent

Pres, Sutton Selgren & Selgren Inc
Title and Organization

4-25-91
Date

State of Idaho)
County of Twila Falls) SS.

Subscribed and sworn (or affirmed) before me this 25th day
of April 19 91

[Signature]
Notary Public

Seal

Residing at Kimberly, Id
My Commission Expires 6/30/92

MICROFILMED
FEB 22 1993

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: A37-00158C
Date Received: 10/14/1988
Receipt No: 500323/
Received By: SEC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: SEABOARD IDAHO INC. 208-726-5657
Address: P.O. BOX 2115
SUN VALLEY, ID 83353-0000

2. Date of Priority: JUL 01, 1881

3. Source: BIG WOOD RIVER Trib. to: MALAD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	17E	1	NW	NW	SE		BLAINE

5. Description of diverting works:
0-P2 HEADGATE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.600		

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

8. Total consumptive use is 60.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	17E	12	NE	NE		IRR	6.1
			SE	NE		IRR	4.9
			NE	SE		IRR	4.1
Section Acres							15.1

MICROFILMED
FEB 22 1993

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	18E	7	NW	SW		IRR	2.5
			SW	SW		IRR	3.1
					Section Acres		5.6
		12	SE	SE		IRR	3.3
					Section Acres		3.3
					Total Acres		24.0

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:
A37-00892A, A37-00276B, A37-00274.

14. Remarks:
TRANS. #3331
WATER FROM ALL RIGHTS IS COMINGLED AND DISTRIBUTED THROUGH ONE
SYSTEM TO SPRINKLER IRRIGATE GOLF COURSE & COMMON AREA WITHIN
BIG WOOD SUBD.

15. Basis of Claim: DECREED
Case Number:
Court :
Decree date: 12/13/1909

S. C. FROST, ET. AL.
Decree Plaintiff

vs

ALTURAS WATER COMPANY, ET. AL.
Decree Defendant

MICROFILMED
FEB 22 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 _____ do not ☒ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1

For Organizations:

I do solemnly swear or affirm that I am Secretary/Vice President of Seaboard Idaho, Inc. Organization, that I have signed the foregoing document in the space below as Vice President of Seaboard Idaho, Inc. Organization and that the statements contained in the foregoing document are true and correct.

Cleveland Brown V.P.
Signature of Authorized Agent

Vice President/Seaboard Idaho Inc.
Title and Organization

October 19, 1988

Date

State of Idaho Conn)
County of Fairfield) SS. Stamford

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

Martha Alice Varga
Notary Public

Seal

Residing at Fairfield Conn
My Commission Expires April 1, 1989

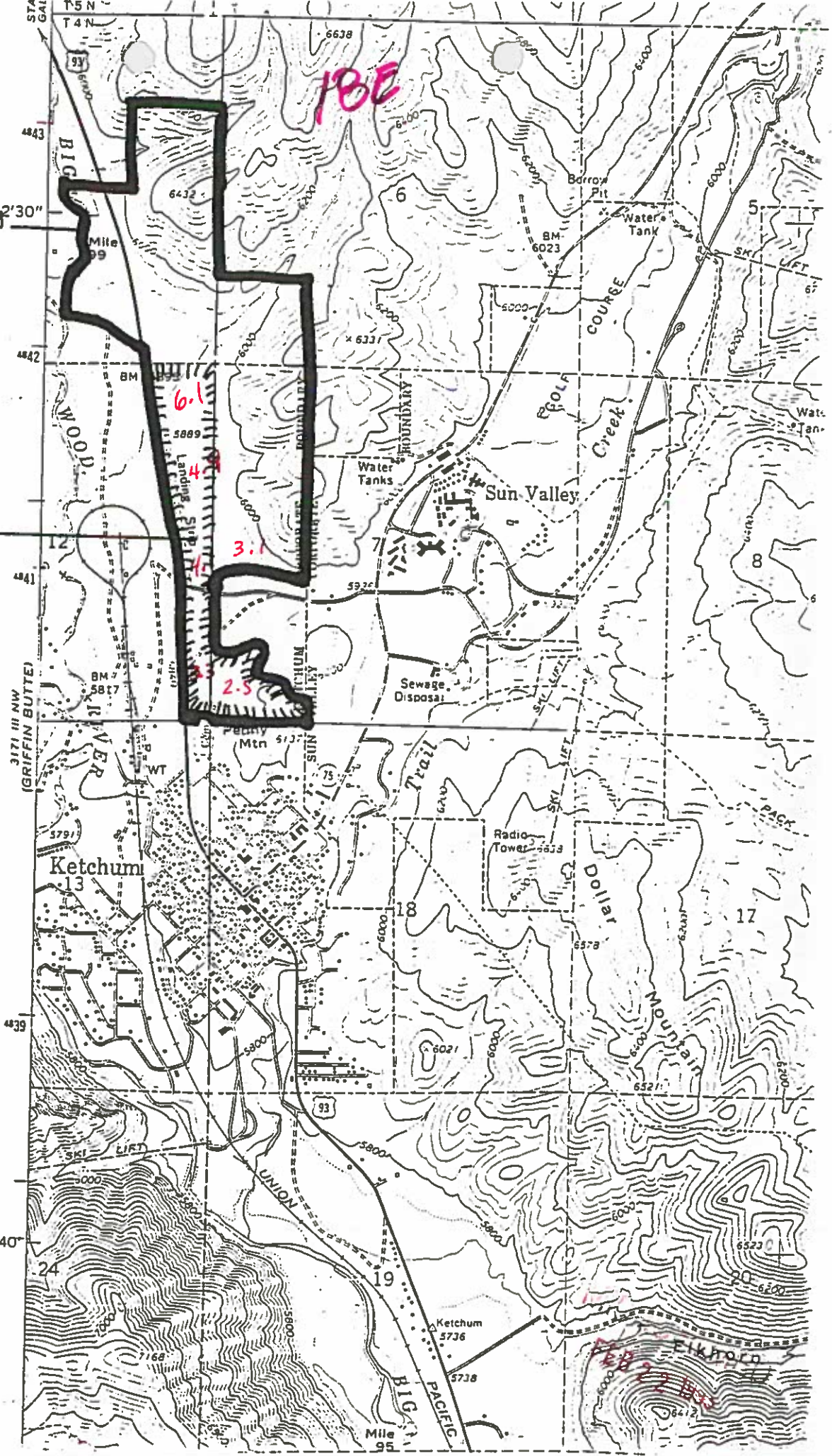
HN

18E

POINT OF DIVERSION 42'30"

17E

PLACE OF USE



A37-00158C



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

DATE OF CLOSING: _____

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

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s) Assigned by IDWR: A37-00274, A37-00158C, A37-00276B, A37-00892A
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): Seaboard Idaho, Inc.
P.O. Box 2115
Sun Valley ID 83353
- ☐ New Owner/Claimant (Purchaser): Sutton, Sellgren & Sellgren Inc.
- ☐ New Mailing Address: P.O. Box 2810
Sun Valley ID 83353
- ☐ New Telephone Number: () 726 - 8071
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

☒ Attach proof of ownership, describe proof attached: _____

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

- ☐ Signature of New Owner/Claimant(s) Sutton, Sellgren & Sellgren Inc. Date 4-25-91
by Don Sellgren Pres. Date 4-25-91
- ☐ Signature of Former Owner/Claimant(s): _____ Date _____
_____ Date _____

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

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

MICROFILMED
FEB 22 1993

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

Water Right Number - A37-00158C Prefix Translation: ADJUDICATION CLAIM Old (D) Number -
+ - - - - Last Name - - - - + + - - - - First Name - - - - + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***
SEABOARD IDAHO INC.
1 - P.O. BOX 2115
2 -
3 -
City- SUN VALLEY State- ID Zip- 833530000
Phone - 208-726-5657

+ - - - - Priority Date - - - + + - - - - Region - - - + + - - - - Stage - - - + + - - - - Status - - - - +
07/01/1881 17 SOUTHERN D - DECREED
+ - - - - Source - - - - + + - - - - Tributary - - - - - +
BIG WOOD RIVER MALAD RIVER

+ - - - - Point of Diversion - - - - - Stream Index (Blank if no Index Code) +
TwN Rng Sec Tract Lot RFlg County

04N 17E 1 NW NW SE (13) BLAINE
+ - - - - Description - - - - - Water Use - - - - - Diversion Rate - - - - - Diversion Volume - - - - - +
Code Period From Period To 04/01 11/01 0.600

+ - - - - Total Div. Rate - - + + - - - - Total Div. Capacity - - + + - - - - Total Consumptive Use - - + + - - - - KW Usage - - +
0.600 60.0

TwN	Rng	Sec	Tract	Lot	Acres	Place of Use	Code	Description	County
04N	17E	12	NE NE	6.1	01	IRRIGATION	(13)	BLAINE	(13)
04N	17E	12	SE NE	4.9	01	IRRIGATION	(13)	BLAINE	(13)
04N	17E	12	NE SE	4.1	01	IRRIGATION	(13)	BLAINE	(13)
04N	18E	7	NW SW	2.5	01	IRRIGATION	(13)	BLAINE	(13)
04N	18E	7	SW SW	3.1	01	IRRIGATION	(13)	BLAINE	(13)
04N	18E	12	SE SE	3.3	01	IRRIGATION	(13)	BLAINE	(13)

Total Acres: 24.0

+ - - - - Diversion Means - 0-P2 HEADGATE
+ - - - - Non-Irrigation Use -

+ - - - - Other Rights for Same Use - A37-00892A, A37-002768, A37-00274.

+ - - - - Remarks -
TRANS. #3331
WATER FROM ALL RIGHTS IS COMINGLED AND DISTRIBUTED THROUGH ONE
SYSTEM TO SPRINKLER IRRIGATE GOLF COURSE & COMMON AREA WITHIN
BIG WOOD SUBD.

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Water right number - A37-00158C Prefix Translation: ADJUDICATION CLAIM

+ - - - - Old Water Right Numbers - - - - - +

+ - - - - No Old Water Right Numbers found. - - - - - +

+ - - - - Conditions of Approval - - - - - +

R01 - A measuring device of a type approved by this Department shall be
- maintained as a part of the diverting works.

R04 - Use of water under this water right is subject to control by the
- watermaster of State Water District No. 2 DISTRICT

R02 - A lockable device subject to the approval of the Department shall
- be maintained on the diverting works in a manner that will
- provide the watermaster suitable control of the diversion.

+ - - - - Decree Plaintiff - - - - + + - - - Decree Date - - +
S. C. FROST, ET. AL. ALTURAS WATER COMPANY, ET. AL. 12/13/1909

+ - - - - Audit Fields - 10/14/88 MOBILE2

+ - - - - -Comments- - - - - +

+ - - - - No Comments Found

+ - - - - Adjudication Rights Dates and Flags Area - - - - - +

Court Report Filing	- 00/00/0000	Field Inspection Made	- 00/00/0000	Civil Case Number	- 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 12/09/1985	Old Judicial District	-
Claim Received Date	- 10/25/1988	Last Amended Date	- 00/00/0000	Temporary Right	- P
Proof Due Date	- 00/00/0000	Proof Made Date	- 00/00/0000	Water District	- 37
Licensed Date	- 00/00/0000	Receipt Number	- S003231	Federal/State Indicator	- S
Claims Tape Error Flg	-	POU Ownership Flag	- Y	Presumption Flag	- D
Fee Exempt Flag	-	Name Connector	-		

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PURCHASE AND SALE AND GUARANTY AGREEMENT

By and Between

SUTTON, SELLGREN & SELLGREN, INC.,
a Nevada corporation and
DAVID M. SELLGREN, an individual

and

SEABOARD IDAHO, INC.,
an Idaho corporation

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Department of Water Resources
Southern Region Office

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EXHIBITS

EXHIBIT "1"

Description of the Land

EXHIBIT "2"

Description of Personal Property

EXHIBIT "3"

Promissory Note - \$50,000.00

EXHIBIT "4"

Promissory Note - \$900,000.00

EXHIBIT "5"

Deed of Trust

EXHIBIT "6"

Assumed Contracts

EXHIBIT "7"

List of Water Rights

EXHIBIT "8"

Deed to Water Rights

EXHIBIT "9"

Warranty Deed to Golf Course

EXHIBIT "10"

Commitment for Title Insurance - Golf Course

EXHIBIT "11"

Warranty Deed - Sellgren Residence

EXHIBIT "12"

Guaranty

EXHIBIT "13"

Golf Course Equipment

EXHIBIT "14"

Stock Pledge Agreement

EXHIBIT "15"

Bridge Loan Note

EXHIBIT "16"

General Security Agreement

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PURCHASE AND SALE AND GUARANTY AGREEMENT

THIS PURCHASE AND SALE AND GUARANTY AGREEMENT is entered into as of this 8th day of December, 1990, by and between SUTTON, SELLGREN & SELLGREN, INC., a Nevada corporation authorized to conduct business in Idaho, and DAVID M. SELLGREN, an individual, and SEABOARD IDAHO, INC., an Idaho corporation.

1. Recitals. This Agreement is made in contemplation of the following facts and circumstances:

a. Seller is the Owner of certain real property located in Blaine County, State of Idaho, and more particularly described in paragraph 2 below.

b. Buyer is desirous of purchasing said real property together with the improvements, structures and fixtures now or hereafter placed on the said real property hereinafter described, and Seller is agreeable to such sale on the terms and conditions hereinafter set forth.

2. Definitions. As used herein the following terms shall have the following meanings unless the context clearly requires otherwise.

a. "Agreement" shall mean this Purchase and Sale and Guaranty Agreement.

b. "Buyer" shall mean Sutton, Sellgren & Sellgren, Inc., a Nevada corporation, authorized to conduct business in Idaho.

c. "Closing Date" shall mean on or before December 10, 1990.

d. "Escrow Agent" shall mean Sawtooth Title Company, Ketchum, Idaho.

e. "Guarantor" shall mean David M. Sellgren, an individual.

f. "Land" shall mean that certain real property described in Exhibit "1" attached hereto and made a part hereof together with all water rights appurtenant thereto.

g. "Lease" shall mean that certain lease between Seller as tenant and the Bigwood Property Owners' Association, Inc., relative to the lease of the golf course clubhouse.

h. "Improvements" shall mean all improvements, structures and fixtures now existing on the Land or the leased

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premises under the Lease, and all improvements, structures and fixtures at any time or times hereafter placed, constructed or installed on the Land. The Land and the Improvements are collectively hereinafter sometimes referred to as the "Real Property."

i. "Personal Property" shall mean all tangible personal property now existing or hereafter placed or installed on or about the Land or Improvements including but not limited to the items described in Exhibit "2" attached hereto and made a part hereof.

j. "Intangible Property" shall mean all intangible property now or hereafter owned or held by Seller in connection with the Real Property or the Personal Property, including but not limited to Seller's rights, if any, as grantor under Section 2.01 of the Amended and Restated Master Declaration Establishing Covenants, Conditions and Restrictions for The Bigwood P.U.D. Subdivision.

k. "Property" shall mean the Land, Lease, Improvements, Personal Property and Intangible Property.

l. "Seller" shall mean Seaboard Idaho, Inc., an Idaho corporation.

m. "Title Company" shall mean Sawtooth Title Company, Ketchum, Idaho.

3. Sale and Purchase. Seller hereby agrees to sell and Buyer hereby agrees to purchase the Property on the terms and conditions set forth in this Agreement.

4. Consideration. The purchase price for the Property shall be the sum of ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000.00). The purchase price shall be payable as follows:

a. The sum of \$50,000.00 cash to be released to Seller upon the execution of this Agreement, to be applied as a credit to the purchase price at closing;

b. The conveyance to Seller of free and clear title to certain real property owned by Guarantor, as specifically provided in paragraph 13, below, for which Buyer shall be credited the sum of \$200,000.00 against the purchase price; and

c. The balance of the purchase price, \$950,000.00, in the form of two Promissory Notes, in the form attached hereto as Exhibits "3" and "4", and incorporated herein by this reference (collectively referred to hereinafter as the "Notes"). The Notes shall be secured by a First Deed of Trust ("Deed of Trust") on the Real Property in the form attached hereto as Exhibit "5", and incorporated herein by this reference.

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As additional consideration to Seller, Buyer shall effective on the Closing Date assume all Seller's obligations which have been disclosed to Buyer by Seller, accrued or contingent, with respect to the Property, including, without limitation, those arising under or by virtue of the agreements described in Exhibit "6" hereto, and Seller's obligation to construct on the Land a maintenance facility.

5. Representations and Warranties. Seller hereby makes the following representations and warranties, which representations and warranties shall survive the Closing:

a. The execution of this Agreement by Seller, and delivery by Seller to Buyer, Seller's performance hereof and the transactions contemplated hereby have been duly authorized by all requisite action on the part of Seller.

b. Seller is the sole owner of the entire right, title and interest in and to the Property.

c. Seller is not involved in or aware of any pending or threatened litigation which does or will affect the Property, except as disclosed in paragraph 6, below.

d. There are no commitments to or agreements with any governmental authority or agency (federal, state or local) affecting the Property which have not been disclosed by Seller to Buyer.

e. Seller has neither engaged nor dealt with any broker or finder with respect to this Agreement for which a commission is payable, and agrees to indemnify and hold Buyer harmless from any claim to any commission or finder's fee payable to any broker or finder claiming the same on account of Seller.

f. Seller will convey title to the Land, except for the water rights, free and clear of all liens and encumbrances except liens, encumbrances and restrictions disclosed hereby or otherwise known or which are a matter of record, matters which a correct survey would disclose, matters which are allowed as permitted exceptions in the policy of title insurance referred to in paragraph 12, below, and current taxes and assessments due but not payable. Seller will convey its interest in the water rights appurtenant to the Land by quitclaim deed, in the form attached hereto as Exhibit "8".

g. Seller shall deliver possession of the Property to Buyer on the Closing Date.

h. Seller has, to the best of its knowledge, made no written contract revoking or materially limiting its rights, if

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any, under Section 2.01 of the Amended and Restated Declaration Establishing Covenants, Conditions and Restrictions for the Bigwood P.U.D. Subdivision and, to the best of its knowledge without any investigation or inquiry, has made no representations to purchasers of property in the Bigwood P.U.D. Subdivision which would materially conflict with the provisions of said Section 2.01. This representation and warranty is limited by any representations, statements or warranties based on, or arising directly or indirectly out of, statements or conduct of real estate agents approved by Seller (which Seller warrants there were none), Seller's promotional materials, matters which are in the public record or otherwise known to Buyer, or Seller's past efforts to secure deed restrictions from prospective purchasers of the Property (such as were proposed to Pinnacle Investments and David Sellgren).

6. Disclaimer. BUYER ACKNOWLEDGES AND AGREES THAT IT HAS BEEN INFORMED AND UNDERSTANDS THAT SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO BUYER BEYOND THOSE EXPRESSLY PROVIDED IN THIS AGREEMENT.

Buyer acknowledges that Seller and Seller's agents have made no representations of any material fact concerning the Property except as expressed herein; that Buyer has had adequate opportunity to inspect and investigate the Property; that Buyer has made a thorough independent examination and inspection of the Property, and is relying solely upon its own examination and inspection thereof; and, that Buyer is acquiring the Property "as is". Buyer acknowledges that Seller has made no representations or warranties with respect to water rights other than that it is the record owner of those water rights as listed in Exhibit "7", hereto, and that the same will be conveyed to Buyer at closing via a deed in the form attached hereto as Exhibit "8". Buyer further acknowledges that Seller has disclosed the pending eminent domain lawsuit entitled State of Idaho v. Seaboard Idaho, Inc., Blaine County Case Number 16047, and that the lawsuit will result in a partial taking of the Land; Buyer acknowledges and agrees that it shall purchase the Land subject to the reduction in acreage as may be caused by this partial taking, but Buyer shall otherwise have no interest in the lawsuit, provided, however, if the amount of reduction materially changes during the lawsuit, Buyer shall receive the proceeds from any increased land area taken. Buyer further acknowledges and agrees that Seller has disclosed that the State of Idaho intends to conduct road work on and/or widen State Highway 75, within the highway easement, at various points along the highway as it borders the Land; Buyer acknowledges and agrees that it will purchase the Land subject to the aforesaid without recourse to Seller for any incident thereof. Buyer further acknowledges that Seller has made no representations or warranties as to whether the boundary lines of the Real Property are accurate, nor any representation as to the number of acres or the number of square feet or frontage contained in the legal description of the Real

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Property. Buyer further acknowledges that Buyer has been informed and understands that the Real Property has not been surveyed and that Seller is not responsible or liable to obtain or provide a survey of the Real Property. Buyer has been provided a legal description of the Land which is the same description as that used in this Agreement. Buyer has had adequate opportunity to examine and inspect the boundaries of the Real Property and has made its own determination as to acreage, square footage, and/or frontage, and whether the location of Improvements and boundaries are accurate, and is purchasing the Property in reliance upon its own determination thereof and regardless of whether or not said location of Improvements and boundaries are accurate.

7. Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows:

a. The execution of this Agreement by Buyer, and delivery by Buyer to Seller, Buyer's performance hereof and the transactions contemplated hereby have been duly authorized by all requisite action on the part of Buyer, and that Buyer is authorized to conduct business and hold title in the State of Idaho.

b. After the Closing Date, except with the prior written consent of both the Bigwood Property Owners' Association and Seller, Buyer shall not make any additions or changes to or modification of the waterways located on or near the Land, including the ponds, lakes, streams, watercourses pumps, pipes and related systems and components. After the Closing Date, Buyer shall not make any improvements or alterations to the Property, except normal maintenance and repairs, without the prior written consent of the Seller, which consent shall not be unreasonably withheld. The requirement hereunder that Buyer obtain Seller's consent shall terminate when the Notes are paid in full. Buyer acknowledges and agrees this representation and warranty shall be included in an appropriate deed, easement or other closing document as a covenant running with the land to and for the benefit of Seller and/or the Bigwood Property Owners' Association.

c. Buyer has not engaged or dealt with a broker or finder relative to the transaction contemplated hereby. Buyer will indemnify Seller from and against any claim, loss or liability to any person claiming compensation as a result of Buyer's purchase of the Property.

d. Buyer shall at all times comply with all the terms and conditions of the Annexation Agreement between Seller and the City of Ketchum.

e. Buyer has reviewed and approved the commitment for title insurance attached hereto as Exhibit "10".

f. Buyer has reviewed the information made available to Buyer by Seller with respect to the State of Idaho's taking of land along Highway 75, and its intention to conduct road work on or widen Highway 75, including, without limitation, the cutting back of the berms along the highway now scheduled for 1991. Following such work by the State, Seller, at Seller's expense, shall restore the Land as required, and relocate or replace such trees, grass and foliage as is reasonably required to restore the berms and surrounding areas to a condition similar to that which existed prior to the work by the State.

g. Buyer has made no prior assignments, and has granted no prior security interests in any of the real or personal property which shall serve as security for payment and/or performance by Buyer under this Agreement, or any document or instrument referred to herein, which shall be senior to the position of Seller as a secured party under this Agreement, or any document or instrument referred to herein. Buyer represents and warrants that there are no security agreements and/or financing statements in existence with respect to any of the aforesaid real or personal property which shall serve as security, except as may be executed in favor of Seller hereunder.

h. Buyer acknowledges and agrees that until Buyer has fully performed its obligations under this Agreement, no commitments to or agreements with any such governmental authority or agency affecting the Property shall be made without Buyer's prior written approval, which approval shall not be unreasonably withheld.

8. Conditions.

a. Buyer's obligation to perform its undertaking provided in this Agreement is conditioned on the fulfillment of each of the following:

i. The due performance by Seller of each and every undertaking and agreement to be performed by it hereunder.

ii. Title Company shall have provided its assurance that it is in a position to issue the title insurance policy described in paragraph 12, below.

In the event Buyer does not notify Seller in writing of the failure of any of the conditions to be fulfilled, they shall be deemed fulfilled or waived by Buyer.

b. Seller's obligations to perform its undertaking provided in this Agreement is conditioned on the fulfillment of each of the following:

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i. The due performance by Buyer of each and every undertaking and agreement to be performed by its hereunder, and the truth of each representation and warranty made in the agreement by Buyer at the time as of which the same is made and as of the Closing Date.

ii. There shall not have occurred prior to or on the Closing Date, destruction or damage or loss to the property described in paragraph 13b, or any portion thereof from any cause whatsoever.

iii. Seller's approval of a standard coverage commitment for title insurance on the real property described in paragraph 13b.

iv. Title Company shall have provided its assurance that it is in a position to issue the title insurance policy described in paragraph 12, below, regarding the property described in paragraph 13b.

9. Closing. The closing of the transaction contemplated hereby shall be effected on the Closing Date. The procedure to be followed by the parties in closing the transaction contemplated hereby shall be as follows:

a. Prior to the Closing Date, the parties shall cause to be delivered to the Escrow Agent the following:

i. instructions to the Escrow Agent sufficient to enable it to perform the functions herein contemplated.

ii. by Seller, a warranty deed in the form attached hereto as Exhibit "9", duly executed and acknowledged by Seller containing the restrictions contemplated in this Agreement.

iii. by Buyer, the Notes and the Deed of Trust.

iv. by Seller, assignments of those obligations to be assumed by Buyer, as set forth in paragraph 4, above, as shall be deemed by Seller to require a written assignment.

v. by Buyer, an assumption and hold harmless agreement relative to the obligations described in paragraph 4, above.

vi. by Seller, a bill of sale for the Personal Property in a form acceptable to Seller.

vii. by Guarantor and/or Buyer, all documents and instruments required pursuant to paragraphs 13, 14 and 15, below.

viii. by Buyer, a corporate resolution authorizing the transactions contemplated by this Agreement.

ix. By Guarantor, a warranty deed in the form attached hereto as Exhibit "11", duly executed and acknowledged.

b. Prior to closing, each party shall satisfy itself that the other is in a position to deliver on the Closing Date the items herein specified to be delivered by such party.

c. Seller shall pay:

i. the premium for the policy of title insurance on the Land;

ii. the charges of the County Recorder for or in connection with the recording of any document or instrument herein provided for Seller's benefit.

d. Buyer shall pay:

i. the premium for the policy of title insurance on the property described in paragraph 13b; and

ii. the charges of the County Recorder for or in connection with the recording of any document or instrument herein provided for Buyer's benefit.

e. Any other charges of the Escrow Agent for its service rendered in the consummation of the transaction herein shall be borne equally by Buyer and Seller.

10. Prorations. The following prorations shall be made as of the Closing Date and shall be paid in cash to the party entitled thereto on the Closing Date, unless the amount of any such proration cannot be ascertained in which event it shall be paid within ten (10) days after the amount thereof is established:

a. Real property taxes on the Real Property based on the most recent official information applicable to the fiscal year in which the Closing Date occurs, and obtainable in the office of the particular taxing authority.

b. Prepaid Insurance premiums on any existing insurance policies transferred to Buyer. No such policies shall be transferred to Buyer unless Buyer shall, prior to the Closing Date, request that the same be transferred.

Prior to the Closing Date, the Escrow Agent shall deliver to Buyer a tentative proration schedule setting forth a preliminary determination of the foregoing prorations and supported by all detail necessary to make such determination.

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11. Default by Buyer. In the event of a default by Buyer, Seller shall be entitled to pursue any remedy which may be allowed at law or equity, including, without limitation, those remedies set forth in the Deed of Trust.

12. Title Insurance. The policies of title insurance called for in paragraphs 8(a) and 8(b), above shall be a standard owner's policies issued by Title Company on its usual form dated as of the Closing Date, with liability in the amount of the purchase price for the Property, showing title to the Property vested in Buyer, subject only to those matters shown as standard printed exceptions and/or as permitted exceptions; and with liability in the amount of \$292,000.00 for the real property described in paragraph 13(b), below, showing title to said real property vested in Seller, subject only to those matters shown as standard printed exceptions. Said policies of title insurance shall be issued immediately following the Closing Date.

13. Guarantor Provisions. Guarantor, as additional consideration and as an inducement to Seller to sell the Property to Buyer, acknowledges and agrees as follows:

a. Guarantor shall, irrevocably and personally guarantee performance of this Agreement in its entirety relative to the duties and obligations of Buyer, including, without limitation, with respect to the Notes and the Deed of Trust, and personally agrees that this Agreement shall be binding on him as if he were the Buyer. Buyer agrees to execute a Continuing and Unconditional Guaranty in the form attached hereto as Exhibit "12" (the "Guaranty").

b. Guarantor, in partial payment of the purchase price of the Property, as referred to in paragraph 4.b., above, shall convey to Seller, at closing, certain real property owned by Guarantor, by Warranty Deed in the form attached hereto as Exhibit "11". Buyer, upon such conveyance to Seller, shall receive a credit against the purchase price in the amount of \$200,000.00. Seller shall immediately list said real property for sale, with the net proceeds of such sale in excess of \$200,000.00 to be credited against amounts owing under the Notes. Net proceeds is defined as the proceeds of sale, net of commissions and closing costs, less an interest factor of ten percent (10%) per annum. This interest factor shall be calculated and applied as follows: Interest at the rate of ten percent (10%) per annum shall accrue on the principal amount of \$200,000.00 from the Closing Date through the date of sale of Guarantor's real property; when said real property is sold, the amount of interest thus accrued shall be deducted from the sale proceeds, together with commission and closing costs, to arrive at a figure for net proceeds. The same exceptions as are set forth on page 1, subparagraphs a. and b., of the Notes shall apply with respect to waiver or reduction of this interest factor. Until

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April 1, 1991, Seller shall not sell said real property for an amount which will generate gross sale proceeds in an amount less than \$250,000.00, without the prior written consent of Buyer. After April 1, 1991, there shall be no restriction upon Seller's ability to sell said real property.

Guarantor shall be entitled to remain in possession of said real property until April 1, 1991, or the closing date for the sale of said real property, whichever first occurs. Guarantor, during any period of his possession and/or occupancy of said real property, shall be responsible for payment of all costs and expenses thereof, including insurance, taxes, assessments, repair and maintenance. Seller and Guarantor shall cooperate with respect to either obtaining or continuing insurance upon said real property, and Guarantor shall prepay the premium therefore, through April 1, 1991, which prepayment shall be made at closing.

c. Seller and Guarantor have previously entered into an agreement with respect of the purchase by Seller from Guarantor of certain golf course maintenance equipment, as described in Exhibit "13", attached hereto and incorporated herein by this reference. Seller shall not be required to make any payment to Guarantor for this equipment. Further, Guarantor, as additional security for performance of the guarantee herein made, shall grant Seller a security interest in said equipment and agrees to execute such security agreements and financing statements as Seller shall reasonably require.

d. Guarantor shall apply for and cooperate with Seller in obtaining, if possible, a policy of Credit Life Insurance, with Guarantor as the insured, and with Seller as beneficiary. Such insurance policy shall be on such terms, and with such carrier as are acceptable to Seller. Such policy shall be at Seller's expense.

e. Guarantor, as additional security for the performance of Guarantor's obligations under this Agreement and the Guaranty, shall pledge his shares of stock in Buyer, and agrees to deliver to Seller on the Closing Date a Pledge Agreement in the form attached hereto as Exhibit "14" (the "Pledge") together with the certificates of stock described therein.

14. Tennis Facility.

a. Buyer is the owner/operator of The Tennis Club, an indoor-outdoor tennis facility located at the Alpenrose Hotel in Ketchum, Idaho. Guarantor is the president of Buyer, a for profit organization. Buyer is presently offering exclusive memberships to the Tennis Club. All membership sale proceeds shall be placed in an escrow account, as designated and as is mutually acceptable to both Seller and Buyer, subject to the following conditions: (i) prior to withdrawal of any proceeds from this account, The Tennis

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Club must be substantially completed and open for business; (ii) Buyer shall pledge the first \$350,000.00 of these escrowed proceeds to Seller as security for payment and performance under this Agreement; (iii) upon the occurrence of the conditions for withdrawal under (i), Seller shall be entitled to immediate payment of the escrowed proceeds, up to \$350,000.00; and (iv) if, upon payment to Seller under (iii), the escrowed proceeds are exhausted, but are in an amount less than \$350,000.00, all future membership sale proceeds shall be paid over immediately upon receipt to Seller up to the amount of \$350,000.00. Until the Notes and the Bridge Loan described in subparagraph e., below, are paid in full, two-thirds of membership sale proceeds in excess of \$350,000.00 shall be paid to Seller and one-third to Buyer. Membership sale proceeds shall be applied as follows: first, to the repayment of the Bridge Loan (as defined in subparagraph e., below); second, to the repayment of the \$50,000.00 Note referred to in paragraph 4, above; and third, to the repayment of amounts due under the \$900,000.00 Note referred to in paragraph 4, above. Buyer hereby grants to Seller a security interest in said membership sale proceeds and in the proceeds from the sale, transfer, assignment or other disposition of Buyer's Lease Agreement with Alpenrose, Inc., and agrees to execute such pledge documents, security agreements and financing statements as Seller shall reasonably require. Seller shall not be obligated in any manner whatsoever with respect to any liability or obligation Buyer might have arising out of or in any way connected with The Tennis Club, including, without limitation, any liability or obligation Buyer might owe any purchaser of a membership, including, without limitation, as may arise under Buyer's Offering Memorandum for The Tennis Club. Seller's interest in The Tennis Club is strictly limited to that of holding a security interest as aforesaid to secure the payment of money and the performances required of Buyer and/or Guarantor under this Agreement. Guarantor shall cooperate as may be required to effectuate the granting and perfection of the security interest as aforesaid. Buyer shall furnish to Seller the same information it provides to Alpenrose, Inc. pursuant to its Lease Agreement with Alpenrose, Inc. together with such additional information regarding its membership sales as may be requested by Seller.

b. Buyer and/or Guarantor, in good faith and with best efforts, shall immediately apply for a loan from the Small Business Administration ("SBA") in the minimum amount of \$500,000.00, the full proceeds of which shall be applied in payment of the Notes. Seller agrees to subordinate up to \$200,000.00 of its security interest in the Real Property, to the lien of a deed of trust or other security instrument granted in favor of the SBA, provided application of the proceeds in payment, as set forth above, is made, and provided that the Notes have been reduced in principal balance by at least ~~\$450,000.00~~ \$700,000.00.

c. Seller shall loan to Guarantor \$100,000.00 ("Bridge Loan") which amount shall be used exclusively for payment of the

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cost of labor and material necessary for completion of The Tennis Club according to the plans and specifications approved by Seller. Guarantor's obligation to repay the Bridge Loan shall be evidenced by a Promissory Note in the form attached hereto as Exhibit "15" ("Bridge Loan Note"), and secured by Buyer's membership sales proceeds. On the Closing Date, Guarantor shall execute a Security Agreement to Seller in the form attached hereto as Exhibit "16". Guarantor's obligation under the Bridge Loan Note shall also be secured by a pledge of Guarantor's stock in Buyer. The Stock Pledge Agreement shall be in the form attached hereto as Exhibit "14".

15. Warranties. All warranties, representations, covenants, obligations and agreements contained in this Agreement shall survive the execution and delivery of this Agreement and of any and all documents or instruments delivered in connection herewith and shall survive the Closing hereunder and all performances in accordance with this Agreement.

16. Further Assurances. Seller will, whenever and as often as it shall be requested so to do by Buyer, and Buyer will whenever and as often as it shall be requested so to do by Seller, execute and acknowledge and deliver, or cause to be executed, acknowledged or delivered any and all such further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any and all such further instruments and documents as may be necessary, expedient or proper, in order to complete any and all conveyances, transfers, sales and assignments herein provided, and to do any and all other acts and to execute, acknowledge and deliver any and all documents as so requested in order to carry out the intent and purpose of this Agreement.

17. Successors and Assigns. This agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

18. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at the closing conference, shall be in writing and personally delivered or sent by registered or certified mail as follows:

If to the Seller, to:	Seaboard Idaho, Inc. Two Stamford Landing Southfield Avenue Stamford, Connecticut 06902
If to the Buyer, to:	Sutton, Sellgren & Sellgren, Inc. Post Office Box 2810 Sun Valley, Idaho 83353

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If to Guarantor, to: David M. Sellgren
Post Office Box 2810
Sun Valley, Idaho 83353

Notice shall be deemed to have been given forty-eight (48) hours after the same has been deposited in any United States Mail post office box in the state to which the notice is addressed, or seventy-two (72) hours after deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above.

The addresses and addressees for the purpose of this paragraph may be changed by giving written notice. Unless and until such written notice is received, the last address and addressee stated by written notice, or provided herein if written notice of change has been sent or received, shall not be deemed to continue in effect for all purposes hereunder.

19. Assignment. Except as otherwise expressly provided in this Agreement, and notwithstanding paragraph 17, above, neither Buyer nor Guarantor shall be entitled to assign any right, title, interest or obligation arising under this Agreement or any other document or instrument referred to herein, nor shall they be entitled to execute or deliver any pledge, security agreement, mortgage, deed of trust or other instrument of hypothecation, covering all or any portion of the Property or any interest therein, nor sell, contract to sell, lease with option to purchase, convey, alienate, transfer or otherwise dispose of all or any portion of the Property or any interest therein, without the prior consent of Seller. Any right, title, interest or obligation of Seller arising under this Agreement or any other document or instrument referred to herein, shall be freely assignable, without prior notice.

20. Miscellaneous Provisions.

a. This Agreement contains the entire agreement between the parties respecting the matters herein set forth, and supersedes all prior agreements between the parties hereto respecting such matter.

b. This Agreement may be executed in any number of counterparts which together shall constitute the contract of the parties. The parties agree facsimile signatures shall have the same effect as original signatures.

c. The paragraph headings contained herein are for purposes of identification only, and shall not be considered in construing this Agreement.

d. This Agreement will be construed and interpreted in accordance with the laws of the State of Idaho and in the event of

any dispute arising hereunder, it is agreed that exclusive venue shall be in a court of competent jurisdiction in Blaine County, Idaho.

e. In the event any dispute between the parties should result in litigation, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs, including attorney's fees and costs on appeal.

f. This Agreement may be modified, amended or supplemented only in a writing signed by all of the parties.

g. All exhibits attached to this Agreement are incorporated herein by this reference thereto.

h. TIME AND THE PROMPT PERFORMANCE OF EACH AND EVERY TERM, COVENANT AND CONDITION OF THIS AGREEMENT IS MATERIAL AND OF THE ESSENCE. PERFORMANCE MEANS COMPLIANCE THAT IS FULL AND TO THE LETTER OF THIS AGREEMENT; SUBSTANTIAL COMPLIANCE WILL NOT BE SUFFICIENT.

EXECUTED the day and year first above written.

SEABOARD IDAHO, INC.,
an Idaho corporation

By: Brian M. McCoy
BRIAN M. MCCOY, President

SUTTON, SELLGREN & SELLGREN, INC.,
a Nevada corporation

By: David M. Sellgren
DAVID M. SELLGREN,
President

David M. Sellgren
DAVID M. SELLGREN, individually

a:seaboard.agr

Order No. 16400

RECEIVED

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

MAY 02 1991

Lawson & Peebles
Post Office Box 297
Ketchum, Idaho 83340
Attention: Edward A. Lawson, Esq.

Department of Water Resources
Southern Region Office

(Space Above This Line For Recorder's Use)

CORPORATION WARRANTY DEED

SEABOARD IDAHO, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Idaho, Grantor, hereby grants, bargains, sells and conveys unto SUTTON, SELLGREN & SELLGREN, INC., whose current address is Post Office Box 2810, Sun Valley, Idaho, 83353, hereinafter called the Grantee, the following described real estate situated in Blaine County, Idaho, to wit:

Block 11, 14, 16 and 18 of BIGWOOD P.U.D. SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 270981, records of Blaine County, Idaho.

AND

Blocks 12, 13, 17A, 17B, 21 and 22 of AMENDED BIGWOOD P.U.D. SUBDIVISION BLOCKS 4A-4D, 5, 7, 12, 13, 17A, 17B, 19, 21 and 22, according to the official plat thereof, recorded as Instrument No. 289785, records of Blaine County, Idaho.

SUBJECT TO:

1. Liens for taxes and assessments not yet due and payable;
2. Reservations and exceptions in any patents from the United States or any patent or deed from the State of Idaho;
3. Building and zoning ordinances and regulations;
4. Covenants, conditions, rights-of-way, easements, restrictions and other matters of record as disclosed by the

MICROFILMED
FEB 22 1993

records of Blaine County, Idaho;

5. Any facts which an inspection or correct survey would disclose; and

6. The restriction that Grantee, its successors and assigns shall not make any additions or changes to or modifications of the waterways located on or near the described real estate, including, without limitation, the ponds, lakes, streams, watercourses, pumps, pipes and related systems and components, without the prior written consent of Grantor, its successors and assigns (until Grantor releases this restriction as to Grantor), and the Bigwood Property Owners' Association, Inc.

TO HAVE AND TO HOLD, the said premises, and their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. Grantor, for himself and his heirs and assigns, does hereby covenant to and with the said Grantee, his heirs and assigns, that (1) the Grantor is the owner in fee simple of said premises; (2) Grantor has the right to convey the premises; (3) the premises are free from all liens and encumbrances except as above described; (4) Grantor warrants and will defend the quiet and peaceable possession of the premises by the Grantee, his heirs and assigns forever, against all lawful claims whatsoever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President.

DATED this 10 day of December, 1990.

SEABOARD IDAHO, INC.

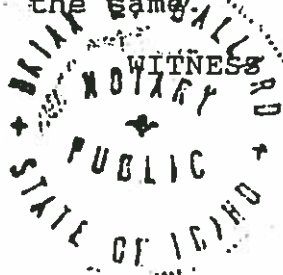
By:

Brian M. McCoy
BRIAN M. McCoy, President

MICROFILMED
FEB 22 1993

STATE OF IDAHO,)
) ss.
County of Blaine.)

On this 10th day of December, 1990, personally appeared BRIAN M. McCOY, known to me or identified to me to be the President of Seaboard Idaho, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.



Notary Public for Idaho
Residing at Redmond, Idaho

a:seaboard.dee

STATE OF IDAHO }
COUNTY OF BLAINE. } ss.
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT THE REQUEST OF Sawtooth Title Co., Inc.
AT 3:43 O'CLOCK P M. 12-10 A. D. 19 90
RECORDED IN BOOK OF Deeds ON PAGE many
BY ps EX-OFFICIO RECORDER
FEE \$ 9.00 DEPUTY

326 099

FILED
FEB 22 1993

Order No. 16400

RECORDING REQUESTED BY
and
WHEN RECORDED MAIL TO:

Lawson & Peebles
P. O. Box 297
Ketchum, Idaho 83340
ATTN: Edward A. Lawson, Esq.

STATE OF IDAHO }
COUNTY OF BLAINE. }
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT THE REQUEST OF
Sawtooth Title Co., Inc.
AT 3:45 O'CLOCK P. M. 12-10 A. D. 1990
RECORDED IN BOOK ON PAGE
OF Deeds
BY Mary Ann
EX-OFFICIO RECORDER
DEPUTY
FEE \$ 6.00

326101

(Space Above This Line For Recorder's Use)

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SEABOARD IDAHO, INC., an Idaho corporation hereby bargains, sells, remises, releases, conveys and forever quitclaims to SUTTON, SELLGREN & SELLGREN, INC., a Nevada corporation authorized to conduct business in Idaho, whose address is Post Office Box 2810, Sun Valley, Idaho, 83353, all of its right, title and interest which it has, if any, in the following described water rights.

0.80 C.F.S. under Idaho Water Right No. 37-00274, with a priority date of June 1, 1882, and claimed in Twin Falls County District Court Civil Case Number 39576, entitled In Re the General Adjudication of Rights to the Use of Water from the Snake River Basin Water System, as Claim No. A37-00274.

3.184 C.F.S. under Idaho Water Right No. 37-00892A, with a priority date of September 1, 1920, and claimed in Twin Falls County District Court Civil Case Number 39576, entitled In Re the General Adjudication of Rights to the Use of Water from the Snake River Basin Water System, as Claim No. A37-00892A.

0.60 C.F.S. under Idaho Water Right No. 37-04269, with a priority date of September 1, 1920, and claimed in Twin Falls County District Court Civil Case Number 39576, entitled In Re the General Adjudication of Rights to the Use of Water from the Snake River Basin Water System, as Claim No. A37-04269.

3.680 C.F.S. under Idaho Water Right No. 37-00276B, with a priority date of June 1, 1885, and claimed in Twin Falls County District Court Civil Case Number 39576, entitled In Re the General Adjudication of Rights to the Use of Water from the Snake River Basin Water System, as Claim No. A37-00276B.

QUITCLAIM DEED - 1 - (A)

RECEIVED
FEB 22 1991
FILMED

MAY 02 1991

Department of Water Resources

0.60 C.F.S. under Idaho Water Right No. 37-00158C, with a priority date of July 1, 1881, and claimed in Twin Falls County District Court Civil Case Number 39576, entitled In Re the General Adjudication of Rights to the Use of Water from the Snake River Basin Water System, as Claim No. A37-00158C.

DATED this 10 day of December, 1990.

SEABOARD IDAHO, INC.,
an Idaho corporation

By:

Brian M. McCoy
BRIAN M. MCCOY, President

STATE OF IDAHO,)
) ss.
County of Blaine.)

On this 10th day of December, 1990, personally appeared BRIAN M. MCCOY, known to me or identified to me to be the President of Seaboard Idaho, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

[Signature]
Notary Public for Idaho
Residing at Idaho Falls, Idaho

MICROFILMED
FEB 22 1993

08/31/2010

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

RIGHT NUMBER: 37-158C

NAME AND ADDRESS: BIG WOOD GOLF COURSE LLC
PO BOX 87
SUN VALLEY ID 83353

VERIFIED BY

KKC
8-31-10

SOURCE: BIG WOOD RIVER

TRIBUTARY: MALAD RIVER

QUANTITY: 0.600 CFS
~~60.0~~ 237.6 AFY

Right Nos. 37-158C, 37-274, 37-276B and 37-894B are limited to a total combined annual diversion volume of ~~478.4~~ 349.9 AF.

~~Right Nos. 37-158C, 37-274, 37-276B and 37-894B are limited to a total combined annual diversion volume for irrigation storage and irrigation from storage of 428.5 AF.~~

~~Right Nos. 37-158C, 37-274, 37-276B and 37-894B are limited to a total combined annual diversion volume for aesthetic storage and recreation storage of 49.9 AF.~~

Storage capacity 49.9 AF.

PRIORITY DATE: 07/01/1881

POINT OF
DIVERSION:

T04N R17E S1 NENWSE Within BLAINE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
RECREATION STORAGE	01/01 12/31	~~6.2~~ <u>49.90</u> AFY
IRRIGATION FROM STORAGE	04/15 10/31	~~53.7~~ <u>237.60</u> AFY
AESTHETIC STORAGE	01/01 12/31	~~6.2~~ <u>49.90</u> AFY
DIVERSION TO STORAGE	04/15 10/31	0.600 CFS
IRRIGATION STORAGE	04/15 10/31	31.80 AFY

PLACE OF USE: IRRIGATION STORAGE in BLAINE County

T04N R17E S01 SESE

IRRIGATION FROM STORAGE in BLAINE County

T04N R17E S01	NESE	1.00	T04N R17E S01	SESE	19.00
T04N R17E S12	NENE	17.00	T04N R17E S12	SENE	13.00
T04N R17E S12	NESE	11.00	T04N R17E S12	SESE	9.00
T04N R18E S06 Lot 7 SWSW	0.70		T04N R18E S07 Lot 3 NWSW	4.00	
T04N R18E S07 Lot 4 SWSW	11.00				

RECREATION STORAGE in BLAINE County

T04N R17E S01	SESE		T04N R17E S12	NENE	
T04N R17E S12	SENE		T04N R17E S12	NESE	
T04N R17E S12	SESE		T04N R18E S06 Lot 7 SWSW		
T04N R18E S07 Lot 2 SWNW					

AESTHETIC STORAGE in BLAINE County

T04N R17E S01	SESE		T04N R17E S12	NENE	
T04N R17E S12	SENE		T04N R17E S12	NESE	

T04N R17E S12

SESE

T04N R18E S06 Lot 7 SWSW

T04N R18E S07 Lot 2 SWNW

85.7 ACRES TOTAL

This right is limited to the irrigation of 24 acres within the place of use described above in a single irrigation season.

The rights listed below are limited to the irrigation of a combined total of 85.7 acres in a single irrigation season. Combined Right Nos.: 37-274, 37-276B, 37-158C and 37-894B.

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

Water from all rights is comingled and distributed through one system to sprinkler irrigate golf course & common area within Big Wood Subd.

Use of water under this water right will be regulated by the watermaster of State Water District No. 37.

Right includes accomplished change in purpose of use pursuant to Section 42-1425, Idaho Code.

A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.

8-31-2010

37-158C Big Wood Golf Course

274, 276B, 894B.

Jim Spick needs copy of memo.

Trial set for Nov 22.

Nov 9 @ 9:00 AM Pre trial

Fritz time frame for parties to agreement.

Craig 10 days after I submit Proposed SF.5's

Deadline Sept 18th 17th Al Barker.

07/23/2010

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

RIGHT NUMBER: 37-158C

NAME AND ADDRESS: BIG WOOD GOLF COURSE LLC
PO BOX 87
SUN VALLEY ID 83353

SOURCE: BIG WOOD RIVER

TRIBUTARY: MALAD RIVER

QUANTITY: 0.600 CFS
133.900 AFY

Right Nos. 37-158C, 37-274, 37-276B and 37-894B are limited to a total combined annual diversion volume of 349.9 AF.

Storage capacity 49.9 AF.

PRIORITY DATE: 07/01/1881

POINT OF DIVERSION:

.6 cfs * 1.98 * 200 days = 237.6 af
Acre limit = 24 ac 24 ac * 3.5 afa = 84.0 af
Rec/aest vol = 49.9 af 49.9 af
Total 133.9 afy

T04N R17E S1 NENWSE Within BLAINE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
RECREATION STORAGE	01/01 12/31	49.90 AFY
IRRIGATION FROM STORAGE	04/15 10/31	84.00 AFY
AESTHETIC STORAGE	01/01 12/31	49.90 AFY
DIVERSION TO STORAGE	04/15 10/31	0.600 CFS
IRRIGATION STORAGE	04/15 10/31	31.80 AFY

PLACE OF USE: IRRIGATION STORAGE in BLAINE County

T04N R17E S01 SESE

IRRIGATION FROM STORAGE in BLAINE County

T04N R17E S01	NESE	1.00	T04N R17E S01	SESE	19.00
T04N R17E S12	NENE	17.00	T04N R17E S12	SENE	13.00
T04N R17E S12	NESE	11.00	T04N R17E S12	SESE	9.00
T04N R18E S06 Lot 7 SWSW	0.70		T04N R18E S07 Lot 3 NWSW	4.00	
T04N R18E S07 Lot 4 SWSW	11.00				

RECREATION STORAGE in BLAINE County

T04N R17E S01	SESE	T04N R17E S12	NENE
T04N R17E S12	SENE	T04N R17E S12	NESE
T04N R17E S12	SESE	T04N R18E S06 Lot 7 SWSW	
T04N R18E S07 Lot 2 SWNW			

AESTHETIC STORAGE in BLAINE County

T04N R17E S01	SESE	T04N R17E S12	NENE
T04N R17E S12	SENE	T04N R17E S12	NESE
T04N R17E S12	SESE	T04N R18E S06 Lot 7	SWSW
T04N R18E S07 Lot 2	SWNW		

85.7 ACRES TOTAL

This right is limited to the irrigation of 24 acres within the place of use described above in a single irrigation season.

The rights listed below are limited to the irrigation of a combined total of 85.7 acres in a single irrigation season. Combined Right Nos.: 37-274, 37-276B, 37-158C and 37-894B.

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

Water from all rights is comingled and distributed through one system to sprinkler irrigate golf course & common area within Big Wood Subd.

Use of water under this water right will be regulated by the watermaster of State Water District No. 37.

Right includes accomplished change in purpose of use pursuant to Section 42-1425, Idaho Code.

A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.

Scheduling Conf.

→ 7-13-2010

37-158C Big Wood Golf. 274, 276B, ~~869B~~

Speck Big Wood Property Owners

892A
894B

(support Fritz position)

Pond location issue

Barker issues between validity of 892A vs 894B

Fritz to send in statement to court RE: ↗

Barker wants info RE: Comb. right language.

Speck - Carter to explain volume issues.

Chuck Jr Consultant.

New date

Nov. 22 - 23 trial date

new Scheduling Conf. Aug 31 @ 10:30

Big Wood Golf Course

37- 158C, 274, 276B; 894B~~←~~ ^{892A duplicative of 894B.}

Obj: Combined use Statement ~~not necessary or correct~~
Big wood Property Owners - Position interested in
supporting claimants.

Barker/Holdrey - concern, quantity

Scheduling/status conf date. July 13, @ 11:00 A.M.
hearing date (trial); Nov 22, 23 2010 in T.F.

Christensen, Kelly

From: Christensen, Kelly
Sent: Monday, July 12, 2010 11:52 AM
To: Spencer, Nick; Fritschle, Carter
Cc: Courtney, Andrea; Ridgeway, Renea
Subject: RE: 37-158C et al. (Big Wood Golf Course)

Issue POU difference -- objection. They want 86.1 ac. I recommended 85.7 ac.

My recommendation used Allen's recommended POU shape (93.1 ac) generated for the initial director's report, my shapes for the ponds intersecting the irrigation shape resulting in the 85.7 acres. Step one is that I believe that Allen generated a shape primarily based upon the 2004 aerial photo with some input from other years. The historical irrigated POU is a floating target with no good information to establish exactly what should be reality as of 1987. Also the golf course and ponds were being developed in 1987 and possibly into 1988 or later. It was excepted that all the ponds were in as of Nov 19, 1987, although this may not be true.

I primarily used the 2004 aerial photo to 'draw' the shapes for the ponds. The 1987 photo is not sharp enough to generate a realistic representation of the actual pond shapes or even confirm that all claimed ponds existed at that date. The 1992 aerial photo is better but you still have to use your imagination to determine that some ponds actually exist and/or that the pond size at that date is the same as the 2004 pond shapes. Approximately 8 of the ponds are outside of the recommended POU irrigation shape boundary.

Brockway is using the same irrigation shape of 93.1 acres less 7 acres calculated as necessary to "dry up" for pond mitigation. It appears that the calculation is considering evaporative losses only. Considering evaporative losses and seepage losses likely additional acreage would necessarily be required to be dried up to compensate for the additional volume. As the historically irrigated POU probably would have exceeded the 93.1 acres identified I did not pursue a more comprehensive analysis. Again, probably, the additional acres necessary for the expanded analysis could be explained to have been in existence. They calculated the pond surface area to be 7.45 ac, again, this includes approximately 8 ponds outside the irrigated POU. To the best of my knowledge (Brockway did not submit any shape files for this group) there was no mechanical acre determination by Brockway.

End result is that you could "justify" a thousand different acreage combinations with shape file modifications and multiple suppositions. My recommendation is based upon ArcMap calculations associated with the Pond shapes vs the irrigation POU shape. I would have to change the pond shapes to change the irrigation acre POU. Brockway's acreage goal is a mathematical calculation based upon weak calculations not shape boundaries.

Issue Volume difference

Irrigation from storage and related combined use limitations is based upon a proportionate calculation. There is some duplication of volume limitation within the combined use statements and could be revisited. Depending upon the ultimate volume recommended per individual right some form of combined limitation should still be included. Numbers to be determined later.

Kkc

From: Spencer, Nick
Sent: Saturday, July 10, 2010 10:01 PM
To: Christensen, Kelly; Fritschle, Carter
Cc: Courtney, Andrea; Ridgeway, Renea
Subject: 37-158C et al. (Big Wood Golf Course)

Gentlemen: I will be out of town on Monday, and will almost certainly be in jury duty on Tuesday morning. Andrea has agreed to cover my Tuesday hearings for me. Could both of you be available to participate in the supplemental scheduling conference for this group on Tuesday morning, July 13, at 11:00? It shouldn't be difficult since it is a scheduling conference, but the issues regarding diversion volume are tricky enough that Fritz Haemmerle doesn't understand what we recommended, and Craig Hobdey and Al Barker may not agree with the legal basis for it. I would prefer that Andrea not have to address these potential complexities, should they arise, without your technical expertise. SM Booth will also want a status update. The big question regarding that is whether Dr. Brockway and you, Kelly, have had a chance to talk about these yet. Please give Andrea an update, and cc me on it, if you will, in case I don't get called for jury duty and am able to handle these myself after all. Thank you very much. NBS

RECEIVED

MAR 29 2010

DEPARTMENT OF
WATER RESOURCES

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	)	A. 37-00158C
	)	(Insert water right number)
Case No. 39576	)	
_____	)	STANDARD FORM 1
		OBJECTION

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: Big Wood Golf Course, LLC

Address: P.O. Box 87

Sun Valley, ID 83353

Daytime Phone: 788-9461

Name & Address of Attorney, if any:

Fritz X. Haemmerle

P.O. Box 1800

Hailey, ID 83333

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

Name: (see above)

Address:

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: Combined use statement not necessary or correct
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: Irrigation from Storage 86.1 acres x 3.5 afa = 301.4 afa; recreation storage 49.9 afa (total pond storage)
8. ☐ **Period of Year**
Should be:
9. ☒ **Place of Use**
Should be: 86.1 acres of irrigation, not 85.7. Combined use statement not correct and should be for 86.1 acres.
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 OBJECTIONS(S): Recommendation does not reflect actual and historical beneficial use.

F. VERIFICATION (must be completed)

State of Idaho)
)ss.
County of Blaine)

Fritz X. Haemmerle, duly sworn, upon oath, deposes and says:
(Name of person filing objection)

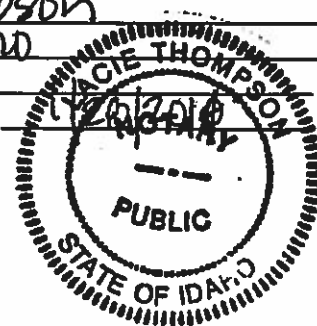
That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

(Signature of person filing objection)



(Attorney signing in representative capacity)

Subscribed and sworn to before me on: March 26, 2010
Laure Thompson
Notary Public for Idaho
Residing at: Hailey
My Commission Expires: 12/31/2010



02/25/2010

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

RIGHT NUMBER: 37-158C

NAME AND ADDRESS: BIG WOOD GOLF COURSE LLC
PO BOX 87
SUN VALLEY ID 83353

SOURCE: BIG WOOD RIVER

TRIBUTARY: MALAD RIVER

QUANTITY: 0.600 CFS
~~60.0 APW~~ **133.9**

Right Nos. 37-158C, 37-274, 37-276B and 37-894B are limited to a total combined annual diversion volume of ~~479.4~~ **349.9** AF.

~~Right Nos. 37-158C, 37-274, 37-276B and 37-894B are limited to a total combined annual diversion volume for irrigation storage and irrigation from storage of 428.5 AF.~~

~~Right Nos. 37-158C, 37-274, 37-276B and 37-894B are limited to a total combined annual diversion volume for aesthetic storage and recreation storage of 11.9 AF.~~

Storage capacity 49.9 AF.

PRIORITY DATE: 07/01/1981

POINT OF DIVERSION:

T04N R17E S1 NENWSE Within BLAINE County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION FROM STORAGE	04/15 10/31	84 ~~63.7~~ APY
RECREATION STORAGE	01/01 12/31	49.9 ~~6.3~~ APY
AESTHETIC STORAGE	01/01 12/31	49.9 ~~6.3~~ APY
DIVERSION TO STORAGE	04/15 10/31	0.600 CFS
IRRIGATION STORAGE	04/15 10/31	31.8 APY

PLACE OF USE: IRRIGATION STORAGE in BLAINE County

T04N R17E S01 SESE

IRRIGATION FROM STORAGE in BLAINE County

T04N R17E S01	NESE	1.00	T04N R17E S01	SESE	19.00
T04N R17E S12	NENE	17.00	T04N R17E S12	SENE	13.00
T04N R17E S12	NESE	11.00	T04N R17E S12	SESE	9.00
T04N R18E S06 Lot 7 SWSW	0.70		T04N R18E S07 Lot 3 NWSW	4.00	
T04N R18E S07 Lot 4 SWSW	11.00				

AESTHETIC STORAGE in BLAINE County

T04N R17E S01	SESE		T04N R17E S12	NENE	
T04N R17E S12	SENE		T04N R17E S12	NESE	
T04N R17E S12	SESE		T04N R18E S06 Lot 7 SWSW		
T04N R18E S07 Lot 2 SWSW					

RECREATION STORAGE in BLAINE County

T04N R17E S01	SESE	T04N R17E S12	NENE
T04N R17E S12	SENE	T04N R17E S12	NESB
T04N R17E S12	SESE	T04N R18E S06 Lot 7	SWSN
T04N R18E S07 Lot 2	SWNW		

85.7 ACRES TOTAL

This right is limited to the irrigation of 24 acres within the place of use described above in a single irrigation season.

The rights listed below are limited to the irrigation of a combined total of 85.7 acres in a single irrigation season. Combined Right Nos.: 37-158C, 37-274, 37-276B and 37-894B.

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

Water from all rights is comingled and distributed through one system to sprinkler irrigate golf course & common area within Big Wood Subd.

Right includes accomplished change in nature of use pursuant to Section 42-1425, Idaho Code.

Use of water under this water right will be regulated by the watermaster of State Water District No. 37.

A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.

Carber's Calculations

2-25-2010

Water Right No.	Original Acres	Consumptive Use per Acre	Total Consumptive Use Volume	Prorated Irrigation Storage	Prorated Aesthetic Storage
37-274	40	2.5	100	89.6	10.4
37-158C	24	2.5	60	53.7	6.3
37-276B	132	2.5	330	295.6	34.4
37-894B	66	2.5	165	147.8	17.2
				68.3	
Current Acres	85.7	Maximum AF per Acre 5	Total Storage for Irrigation 428.5		Total Storage for Aesthetic 49.9
Irr pond vol	31.8 af			Total Storage 478.4	



**BIG WOOD GOLF COURSE
PLACE OF USE & PONDS
BENCHMARK PHOTO MAY 2005**

BROCKWAY ENGINEERING, PLLC.
ALR - SEPT. 21, 2009

1 inch equals 760 feet

Legend

- Ponds = 7.44ac
- 04N17E, 18E SECTIONS
- 104n17e
- 104n18e
- 37.2768 IDWR PPU 93.1 Acres



02/24/2010

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

RIGHT NUMBER: 37-158C

NAME AND ADDRESS: BIG WOOD GOLF COURSE LLC
PO BOX 87
SUN VALLEY ID 83353

ADR
VERIFIED BY KKC
2-25-10

SOURCE: BIG WOOD RIVER

TRIBUTARY: MALAD RIVER

QUANTITY: 0.600 CFS
60.0 AFY

Right Nos. 37-158C, 37-274, 37-276B and 37-894B are limited to a total combined annual diversion volume of 478.4 AF.

Right Nos. 37-158C, 37-274, 37-276B and 37-894B are limited to a total combined annual diversion volume for irrigation storage and irrigation from storage of 428.5 AF.

Right Nos. 37-158C, 37-274, 37-276B and 37-894B are limited to a total combined annual diversion volume for aesthetic storage and recreation storage of 49.9 AF.

Storage capacity 49.9 AF.

PRIORITY DATE: 07/01/1981

POINT OF
DIVERSION:

T04N R17E S1 NENWSE Within BLAINE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION FROM STORAGE	04/15 10/31	53.7 AFY
RECREATION STORAGE	01/01 12/31	6.3 AFY
AESTHETIC STORAGE	01/01 12/31	6.3 AFY
DIVERSION TO STORAGE	04/15 10/31	0.600 CFS
IRRIGATION STORAGE	04/15 10/31	31.8 AFY

PLACE OF USE: IRRIGATION STORAGE in BLAINE County

T04N R17E S01 SESE

IRRIGATION FROM STORAGE in BLAINE County

T04N R17E S01	NESE	1.00	T04N R17E S01	SESE	19.00
T04N R17E S12	NENE	17.00	T04N R17E S12	SENE	13.00
T04N R17E S12	NESE	11.00	T04N R17E S12	SESE	9.00
T04N R18E S06 Lot 7 SWSW		0.70	T04N R18E S07 Lot 3 NWSW		4.00
T04N R18E S07 Lot 4 SWSW		11.00			

AESTHETIC STORAGE in BLAINE County

T04N R17E S01	SESE	T04N R17E S12	NENE
T04N R17E S12	SENE	T04N R17E S12	NESE
T04N R17E S12	SESE	T04N R18E S06 Lot 7 SWSW	
T04N R18E S07 Lot 2 SWNW			

RECREATION STORAGE in BLAINE County

T04N R17E S01	SESE	T04N R17E S12	NENE
T04N R17E S12	SENE	T04N R17E S12	NESE

T04N R17E S12

SESE

T04N R18E S06 Lot 7 SWSW

T04N R18E S07 Lot 2 SWNW

85.7 ACRES TOTAL

This right is limited to the irrigation of 24 acres within the place of use described above in a single irrigation season.

The rights listed below are limited to the irrigation of a combined total of 85.7 acres in a single irrigation season. Combined Right Nos.: 37-274, 37-276B, 37-158C and 37-894B.

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

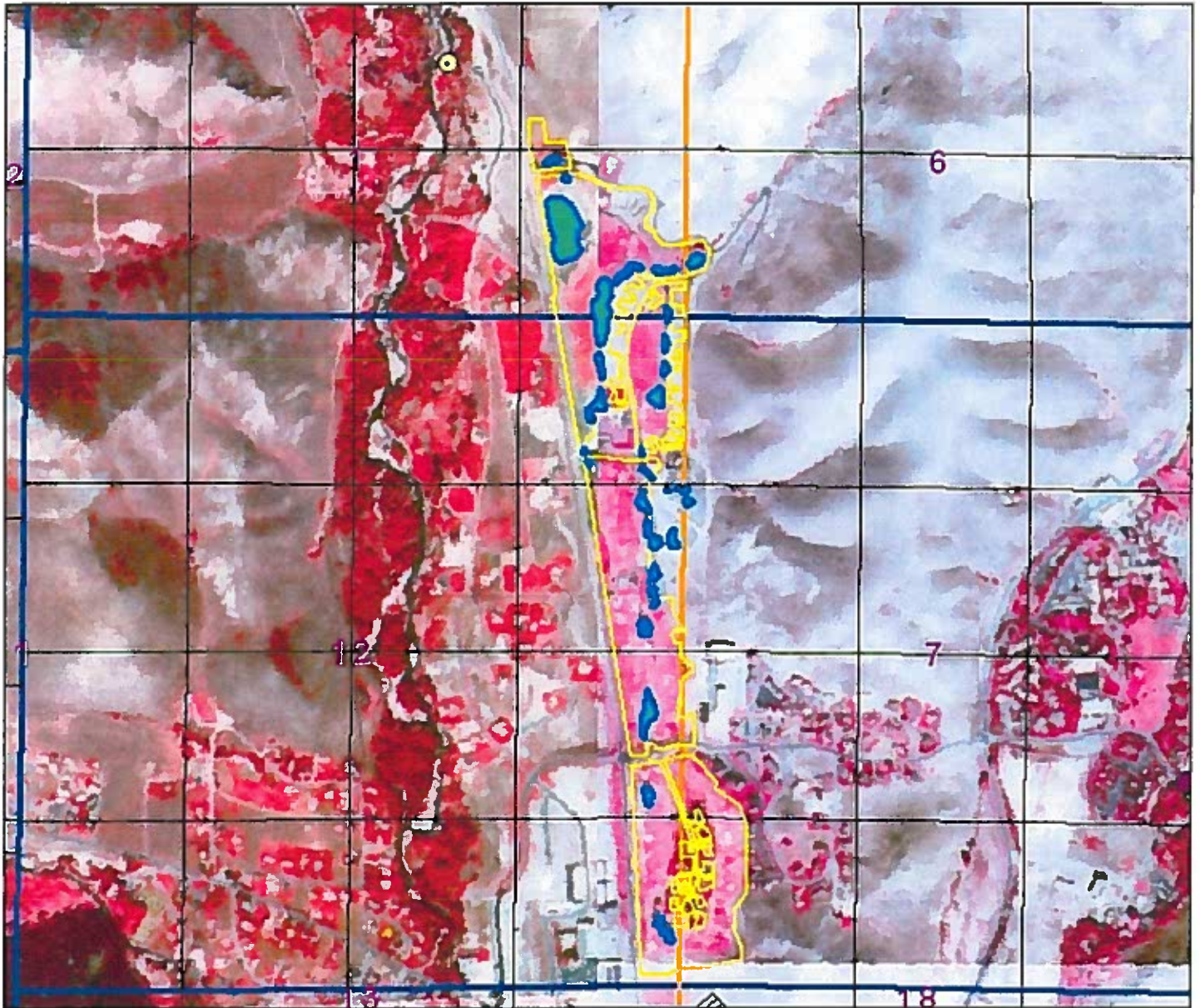
Water from all rights is comingled and distributed through one system to sprinkler irrigate golf course & common area within Big Wood Subd.

Right includes accomplished change in nature of use pursuant to Section 42-1425, Idaho Code.

Use of water under this water right will be regulated by the watermaster of State Water District No. 37.

A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.

RECOMMENDED PLACE OF USE FOR 37-158C, 37-274, 37-276B and 37-894B



PLACE OF USE
TWP 04N, RNG 17E, SEC 1 and 12
TWP 04N, RNG 18E, SEC 6 and 7
Data Entry on February 26, 2010

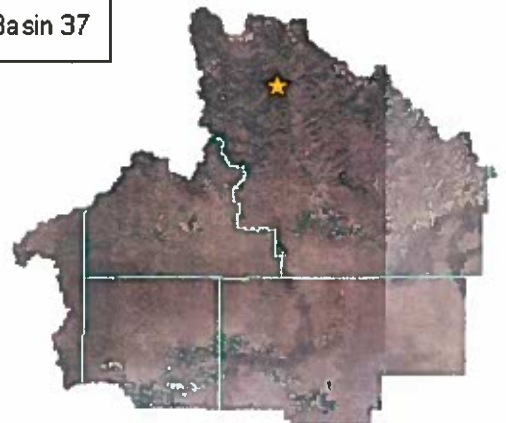
- Recommended pond storage
- Recommended point of diversion
- Recommended place of use
- Township lines
- Section lines
- Quarter/quarter lines

★ LOCATION IN BASIN

GIS PLACE OF USE PRESENTATION
1987/1988 NAPP PHOTOGRAPHY
BY KELLY K CHRISTENSEN



Basin 37



IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 37-158C V1

04N 18E 7						4.0	11.0				15.0
						L 3	L 4				

Total Acres: 93.1

Conditions of Approval:

1. E56 The rights listed below are limited to the irrigation of a combined total of 93.1 acres in a single irrigation season. Combined Right Nos.: 37-274, 37-276B, 37-158C and 37-894B.
2. K06 This right is limited to the irrigation of 24 acres within the place of use described above in a single irrigation season.
3. C18 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.
4. R01 A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.
5. R04 Use of water under this water right will be regulated by the watermaster of State Water District No. 37.
6. Water from all rights is comingled and distributed through one system to sprinkler irrigate golf course & common area within Big Wood Subd.
7. C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.
8. R02 A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.

Remarks:

Comments:

1. awamtje 11/3/2006 Use
 Comment: IDWR note: This claim amended to add Aes. Use and sent for signature.
 Ownership change made 1-5-95 by TLB.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 37-158C

WATER RIGHT NUMBER: 37-158C

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BIG WOOD GOLF COURSE LLC PO BOX 87 SUN VALLEY, ID 83353 (208)438-5678
Original Owner	SUTTON SELLGREN & SELLGREN INC C/O DAVID SELLGREN PO BOX 87 SUN VALLEY, ID 83353 (208)726-8071
Original Owner	SEABOARD IDAHO INC PO BOX 2115 SUN VALLEY, ID 83353 (208)726-5657
Directors Report Owner	DAVID M SELLGREN PO BOX 2810 SUN VALLEY, ID 83353 (208)726-8071

Priority Date: 07/01/1881

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
BIG WOOD RIVER	MALAD RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/01 to 11/01	0.600 CFS	
AESTHETIC	4/01 to 11/01	0.600 CFS	
	<u>Total Diversion:</u>	0.600 CFS	

Location of Point(s) of Diversion

BIG WOOD RIVER	NW1/4NW1/4SE1/4	Sec. 1,	Twp 04N,	Rge 17E, B.M.
BLAINE County				

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals	
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
04N	17E	1																	17.0	17.0
04N	17E	12	29.0			15.0									19.0			8.0	71.0	
04N	18E	7									1.5	6.5							8.0	

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report 37-158C

Total Acres: 96

AESTHETIC

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	17E	1																X	
04N	17E	12	X			X									X				

Conditions of Approval:

1. R04 Use of water under this water right will be regulated by the watermaster of State Water District No. &DISTRICT.
2. R01 A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.
3. WATER FROM ALL RIGHTS IS COMINGLED AND DISTRIBUTED THROUGH ONE SYSTEM TO SPRINKLER IRRIGATE GOLF COURSE & COMMON AREA WITHIN BIG WOOD SUBD.
| IDWR NOTE: THIS CLAIM AMENDED TO ADD AES. USE AND SENT FOR SIGNATURE.
OWNERSHIP CHANGE MADE 1-5-95 BY TLB.
4. R02 A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.

Remarks:Comments:

37-158C

Page 1 of 6

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 3331

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

APPROVED

Name of applicant Seaboard Idaho, Inc. Phone 726-5657
Post Office address Post Office Box 2115, Sun Valley, Idaho 83353

AA. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☒ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes to irrigate new land (Bigwood Golf Course)
with point of diversion and place of use both upstream from present
point and place.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE:

1. Right Number. 37-0158C Priority 7/1/81 Amount 0.60 Nature of Use irrigation Period of Use May 1 to November 15
2. Total amount of water being transferred 0.60 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water Big Wood River tributary to Malad River
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		NW	SE	1	4N	17E	Blaine	

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
4N	18E	7									2.5	3.1							5.6
4N	17E	12	6.1			4.9								4.1			3.3		18.4

MAR 10 1988

Total acres 24

PART 1**6. General Information:**

- a. Description of diversion system 18' x 6' (approximately) concrete box, with steel control gate - water spills over Cepolletti weir for flow measurement, then passes through excavated channel to holding pond.
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? _____ Yes X No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
land to which right is now appurtenant is not now irrigated - right is currently subject to extension for construction of diverting works - transfer will have no effect.
- d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 37-0158C

And said application is hereby APPROVED, subject to the following limitations and conditions:

1. A measuring device of a type approved by this Department shall be maintained as a part of the diverting works. 2. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion. 3. Use of water under this right is subject to control by the watermaster of State Water District No. 37, Big Wood River.

RECEIVED

MAR 10 1988

Witness my hand this 30th day of October, 19 87

A. Glen Sayton
Chief, Operations Bureau

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. 37-0158 C Decreed to E. Kramer
in case of S.C. Frost vs. Alturas Water Co.
dated 12/13/09 in 4th District county of Lincoln
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. 2312 which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice

☒ Warranty Deed

☒ Other QC Deed & Trustee
Authorization

3. Source of water Big Wood River tributary to Malad River

4. Date or priority 7/1/81

5. Water is used for the following purpose:

amount 0.60 for irrigation purposes from May 1 to November 15
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right _____ cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		NW	NE	12	4N	17E	Blaine	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
4N	17E	12		4	20														24

Total acres 24

9. Describe any other water rights used for the same purpose as described above n/a

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

No If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

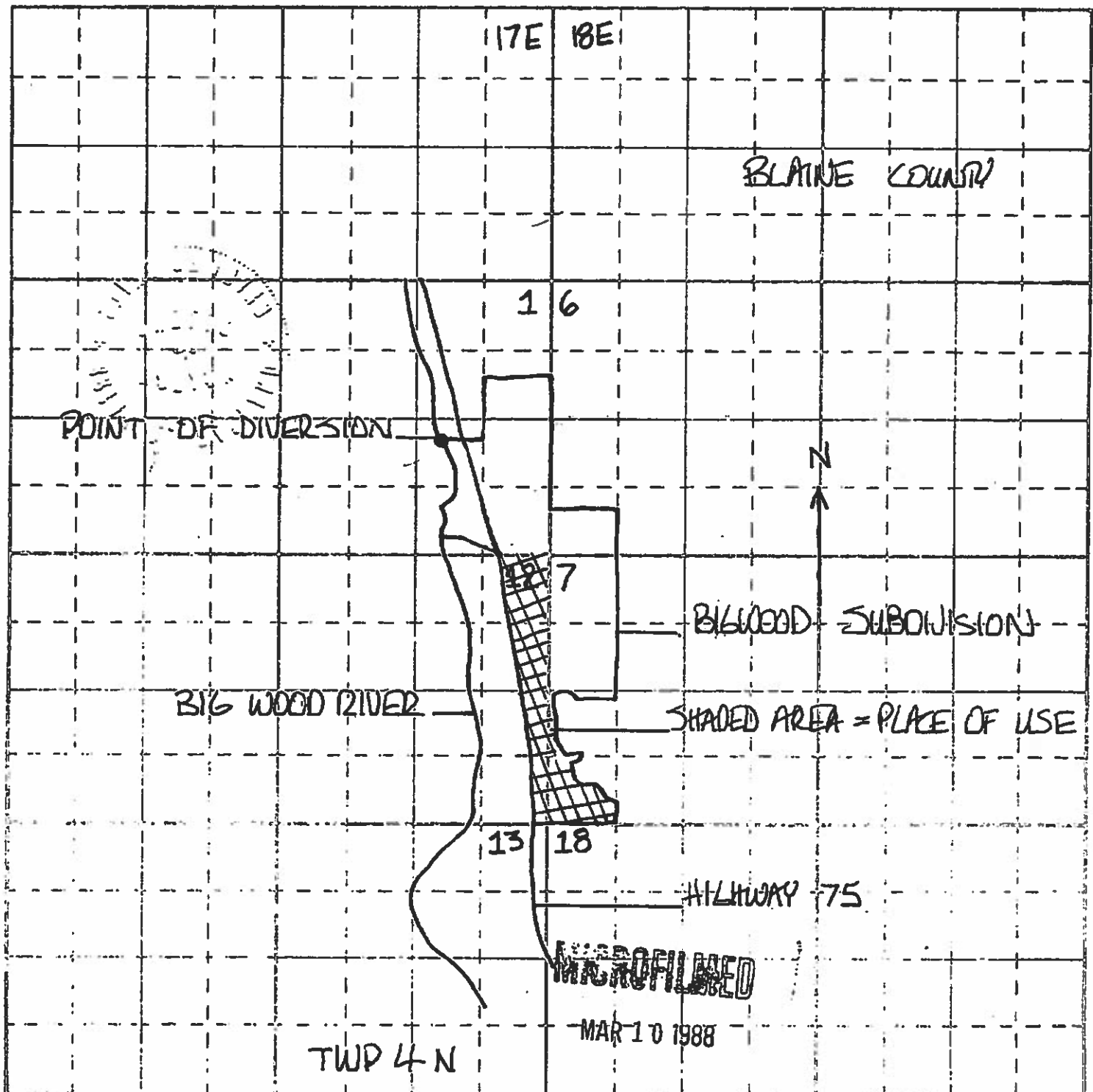
3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	

Total acres _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.



PART 3

B. CHANGES IN NATURE OF USE

1.	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
				_____ to _____
				_____ to _____

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Seaboard Island, Inc.
By Shirley P. Patten, V.P.
(Signature of Applicant)

Subscribed and sworn to before me this 29th day of April, 1987.

J. J. Ball
(Notary Public)

My commission expires Perpetual

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 14 attachmentsReceived by M. Baldwin Date 6/8/87Protest filed by NonePrelim. check by T. Blau Fee 50.00Receipted by M. Baldwin Date 6/19/87Published in Wood River Journal

Copies of protest forwarded by _____

Pub. dates 7/1 & 7/8/87

Hearing held by _____ Date _____

Watermaster recommendation requested on 6/23/87Recommended for ☒ approval ☐ denial_____ recd. 6/30/87by Adm. Sec. 65

Copy of transfer sent to lien holder _____

RECEIVED

MAR 10 1988

HAEMMERLE & HAEMMERLE, P.L.L.C.

Attorneys & Counselors at Law

Fritz X. Haemmerle
Jennifer L. K. Haemmerle

P. O. Box 1800
Hailey, ID 83333

400 South Main Street, Suite 102
Tel: (208) 578-0520
Fax: (208) 578-0564

July 21, 2009

RECEIVED

JUL 24 2009

DEPT. OF WATER RESOURCES
SOUTHERN REGION

Idaho Department of Water Resources
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301-3380

Re: *Notice of Name Change: 37-158C, 37-274, 37-276B, 37-894B and 37-4269*

To Whom It May Concern:

Please find enclosed a Name Change in the aforementioned water rights. All water rights are pending in the SRBA. If there is anything else that is required, please advise.

Thank you.

Sincerely,

HAEMMERLE & HAEMMERLE, P.L.L.C.



Fritz X. Haemmerle

FXH: fxh

pt. of We
Adjudication Bureau
P. O. Box 83720
oise, ID 83720-0098

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

FIRST CLASS



ATTEMPTED,
NOT KNOWN

RECEIVED
MAR 13 2007
DEPARTMENT OF
WATER RESOURCES

37-892A
37-4269
37-276B
37-158C
37-274
B & E

DAVID M SELLGREN
PO BOX 2810
SUN VALLEY ID 83353

02/13/2007

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

RIGHT NUMBER: 37-158C

NAME AND ADDRESS: DAVID M SELLGREN
PO BOX 2810
SUN VALLEY ID 83353

SOURCE: BIG WOOD RIVER

TRIBUTARY: MALAD RIVER

QUANTITY: 0.600 CFS

PRIORITY DATE: 07/01/1881

POINT OF DIVERSION:

T04N R17E S1 NENWSE Within BLAINE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 10/31	0.600 CFS

PLACE OF USE: IRRIGATION in BLAINE County

T04N R17E S01	NESE	1.00	T04N R17E S01	SESE	23.00
T04N R17E S12	NENE	18.00	T04N R17E S12	SENE	14.00
T04N R17E S12	NESE	12.00	T04N R17E S12	SESE	9.20
T04N R18E S06 Lot 7	SWSW	0.90	T04N R18E S07 Lot 3	NWSW	4.00
T04N R18E S07 Lot 4	SWSW	11.00			

93.1 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 93.1 acres in a single irrigation season. Combined Right Nos.: 37-274, 37-276B, 37-158C and 37-894B.

This right is limited to the irrigation of 24 acres within the place of use described above in a single irrigation season.

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

02/13/2007

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

A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.

Use of water under this water right will be regulated by the watermaster of State Water District No. 37.

Water from all rights is comingled and distributed through one system to sprinkler irrigate golf course & common area within Big Wood Subd.

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200 • Twin Falls, Idaho 83301-3380

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Web Site: www.idwr.idaho.gov

SOUTHERN REGION

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Interim Director

February 13, 2007

David Sellgren
PO Box 2810
Sun Valley, ID 83353

RE: SRBA Recommendations 37-892A, 37-894B, 37-158C, 37-274 and 37-276B

Dear Mr. Sellgren:

The Department has re-evaluated the recommendations created earlier this year for your claims filed in the Snake River Basin Adjudication.

Please find enclosed the most current recommendations referenced above.

To summarize changes to the recommendations:

- Your claim 37-892A is being recognized as right 37-894B.
- The point of diversion is now being described in the NENWSE of S1, T4N, R17E based on field review of the point of diversion.
- The total acres irrigated is found to be 93.1 acres with distribution of the acres within the tracts listed within the shape shown on the enclosed map.
- Appropriate acre limits have been applied for the various rights.
- The season of use is applied uniformly for the area served.

The Department plans to recommend the rights as described in the enclosed recommendations to the SRBA court within the next few days. If you find these recommendations in error we look forward to working with you during the objection period once these recommendations have been filed with the court. If you have questions please feel free to contact this office.

Respectfully,

Allen Merritt, PE
Southern Region Manager

11/03/2006

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

RIGHT NUMBER: 37-158C

NAME AND ADDRESS: DAVID M SELLGREN
PO BOX 2810
SUN VALLEY ID 83353

SOURCE: BIG WOOD RIVER

TRIBUTARY: MALAD RIVER

QUANTITY: 0.600 CFS

PRIORITY DATE: 07/01/1881

POINT OF DIVERSION:

T04N R17E S1 NWNWSE Within BLAINE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

05/01 11/15

0.600 CFS

PLACE OF USE:

IRRIGATION in BLAINE County

T04N R17E S01	SESE	17.00	T04N R17E S12	NENE	29.00
T04N R17E S12	SENE	15.00	T04N R17E S12	NESE	19.00
T04N R17E S12	SESE	8.00	T04N R18E S07	NWSW	1.50
T04N R18E S07	SWSW	6.50			

96 ACRES TOTAL

This right is limited to the irrigation of 24 acres within the place of use described above in a single irrigation season.

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.

Use of water under this water right will be regulated by the watermaster of State Water District No. 37.

Water from all rights is comingled and distributed through one system to sprinkler irrigate golf course & common area within Big Wood Subd.

A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.

Idaho Department of Water Resources

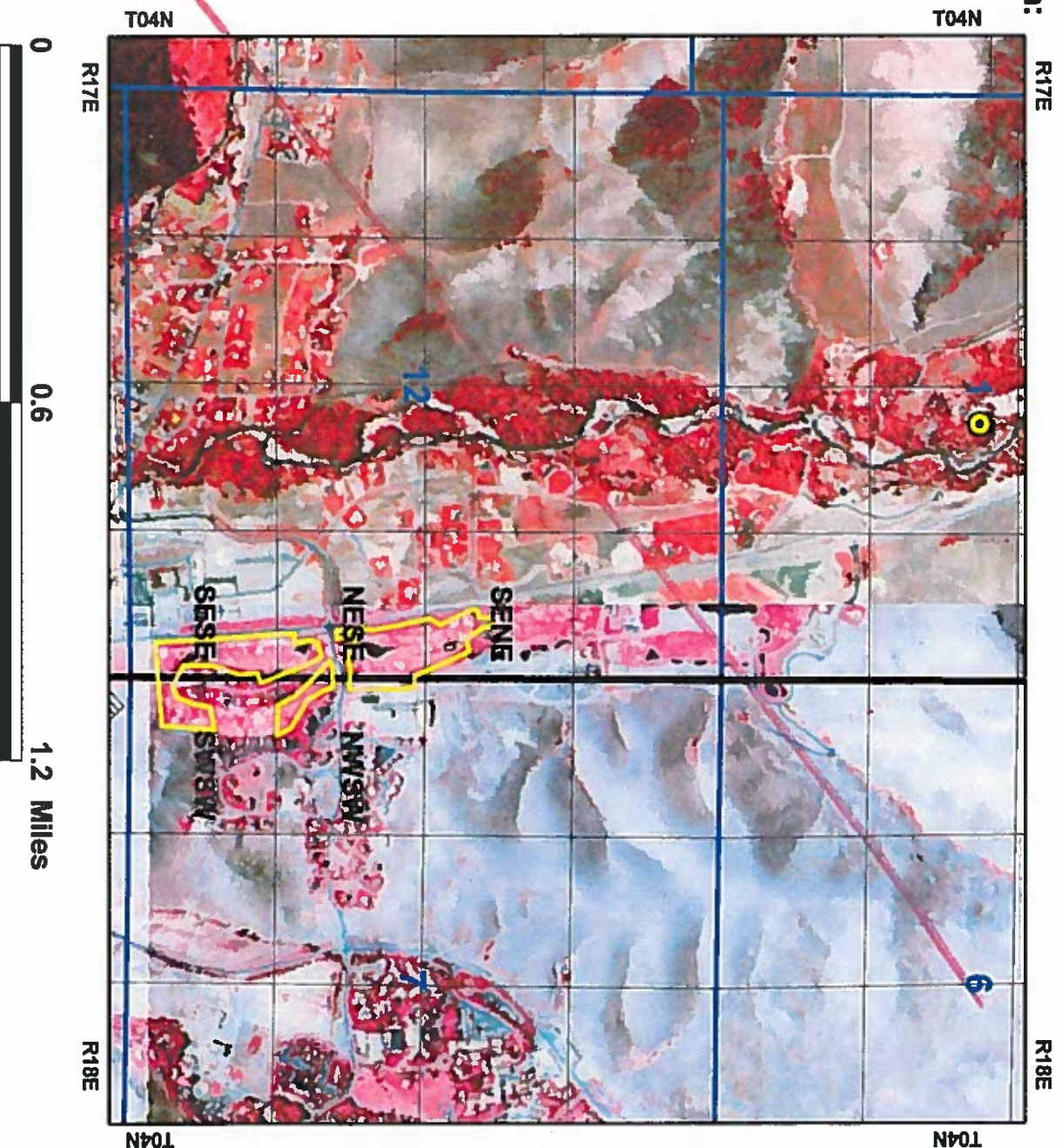


SRBA Recommendation:

37-158C
(Irrigation)

Legend

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



Prepared by A. Warnjies
On Friday, November 3, 2006
1987/88 Aerial Photography

7	0134	Carter, Jones B.	25 inches.	June 1, 1884.	Corral Creek.
7	0135	" "	25 "	June 1, 1886.	" "
7	0136	" "	35 "	June 1, 1888.	" "
7	0137	Castle, C. W.	40 "	June 1, 1889.	Silver Creek.
7	0138	" "	60 "	May 15, 1890.	" "
7	0139	Chaffey, Laura J.	150 "	June 1, 1883.	Spring Creek.
7	0140	Chaquette, Manuel	245 "	Nov. 2, 1885.	Big Wood River.
7	0141	Chamell, Eugene	10 "	Nov. 1, 1885.	Silver Creek.
7	0142	" "	20 "	Sept. 1, 1887.	" "
7	0143	" "	20 "	Apr. 1, 1888.	" "
7	0144	Cherry, James	125 "	Apr. 15, 1894.	Little Wood River. (Also shares in Little Wood River Canal Co.)
7	0145	" "	" "	June 1, 1881.	Corral Creek.
7	0146	" "	135 "	June 1, 1883.	" "
37	0147	" "	35 "	June 1, 1886.	" "
7	0148	" "	160 "	Apr. 16, 1888.	" "
7	0149	Clark, Sarah	255 "	May 1, 1888.	Little Wood River.
7	0150	Charles, George	30 "	Apr. 1, 1882.	" "
7	0151	" "	97-1/2 "	Apr. 1, 1883.	(Also shares in Little Wood River Canal Co.)
7	0152	Coit, Henry A., estate of	160 "	Apr. 1, 1893.	Little Wood River.
7	0153	Comstock, M. A.	300 "	Sept. 1, 1885.	Greenhorn Creek.
7	0154	" "	500 "	Dec. 13, 1887.	Big Wood River.
7	0155	Cooley, John W.	80 "	Apr. 12, 1883.	" "
7	0156	" "	40 "	May 1, 1887.	" "
7	0157	Cooper, Joseph	160 "	Dec. 1, 1892.	Little Wood River.
7	0158	" "	100 "	July 1, 1881.	Big Wood River.
7	0159	Cramer, Hugh	300 "	July 30, 1888.	East Fork of Big Wood River.
7	0160	Crespin, Alfred	160 "	Nov. 12, 1885.	Big Wood River.
7	0161	Cronin, Daniel L.	35 "	May 10, 1909.	" "

JUN 04 1996

Clark, William W.	of Sec. 5, T. 1 S., R. 13 E., -- 320 acres.
Coates, George	SE 1/4 of Sec. 3, T. 2 S., R. 21 E., 160 acres. S 1/2 of SW 1/4 of Sec. 21, and S 1/2 of SE 1/4 of Sec. 20, T. 2 S., R. 21 E., -- 160 acres.
Coit, Henry A., Estate of	NW 1/4 of SW 1/4 of Sec. 5, N 1/2 of SE 1/4 and SE 1/4 of SE 1/4 of Sec. 6, T. 5 S., R. 19 E., containing 160 acres.
Comstock, M. A.	NE 1/4 of Sec. 7, NW 1/4 of SE 1/4, S 1/2 of SE 1/4 and SE 1/4 of SW 1/4 of Sec. 7, NE 1/4 of Sec. 18 and E 1/2 of NW 1/4 of Sec. 18, and NW 1/4 of NW 1/4 of Sec. 17, T. 3 N., R. 18 E. NE 1/4 of SE 1/4 of Sec. 16, and W 1/2 of NW 1/4 of SW 1/4 of Sec. 15, T. 2 N., R. 18 E., con- taining 60 acres.
Cook, John W.	SW 1/4 of Sec. 10, T. 2 S., R. 21 E., containing 160 acres.
Cooper, Joseph	Part of the W 1/2 of NW 1/4 of Sec. 9, T. 2 N., R. 18 E., adjoining and Westerly of the Village of Hailey, containing 80 acres, more or less.
Cramer, E.	SE 1/4 of SE 1/4, N 1/2 of SE 1/4, SE 1/2 of NE 1/4, NE 1/4 of NW 1/4 and NW 1/4 of NE 1/4 of Sec. 20, SW 1/4 of SE 1/4 and E 1/2 of SW 1/4 of Sec. 17, T. 3 N., R. 18 E., -- 400 acres.
Cramer, Hugh	SW 1/4 of NE 1/4 and W 1/2 of SE 1/4 of Sec. 6, and NW 1/4 of NE 1/4 of Sec. 7, T. 2 S., R. 18 E., containing 160 acres.
Crebbin, Alfred	NE 1/4 of NE 1/4 of Sec. 28, and NW 1/4 of NW 1/4 of Sec. 27, T. 5 S., R. 14 E.
Cronin, Daniel L.	N 1/2 of SE 1/4, SW 1/4 of NE 1/4, and Lot 2, of Sec. 3, T. 4 S., R. 18 E., -- 160-1/2 acres.
Crothers, Albert D.	

JUN 04 1996

Clark, H. L.	15 inches.	June 1, 1881.	Corral Creek.
" " "	135 "	June 1, 1883.	" "
" " "	35 "	June 1, 1886.	" "
" " "	160 "	Apr. 16, 1888.	" "
Clark, Sarah	285 "	May 1, 1888.	" "
Clark, William W.	160 "	Apr. 27, 1894.	Little Wood River.
Coates, George	30 "	Apr. 1, 1882	" " "
" "	97-1/2 "	Apr. 1, 1883.	" " "
" "			(Also shares in Little Wood River Canal Co.)
Coit, Henry A., Estate of	160 "	Apr. 1, 1893.	Little Wood River.
Comstock, M. A.	300 "	Sept. 1, 1885.	Greenhorn Creek.
" " "	500 "	Dec. 13, 1887.	Big Wood River.
Cook, John W.	80 "	Apr. 12, 1883.	" " "
" " "	40 "	May 1, 1887.	" " "
Cooper, Joseph	160 "	Dec. 1, 1892.	Little Wood River.
Cramer, E.	100 "	July 1, 1881.	Big Wood River.
Cramer, Hugh	800 "	July 30, 1888.	East Fork of Big Wood River.
Crebbin, Alfred	160 "	Nov. 2, 1885.	Big Wood River.
Cronin, Daniel L.	65 "	May 10, 1909.	" " "
Crothers, Albert D.	160 "	Dec. 12, 1901.	" " "
Darrah, Ben.	65 "	June 1, 1890.	" " "
" "	145 "	June 1, 1891.	" " "
" "	75 "	June 1, 1891.	" " "
" "	70 "	Oct. 20, 1902.	" " "
" "	145 "	Oct. 20, 1902.	" " "
Darrah, Hattie B.	280 "	Oct. 20, 1902.	" " "
Darrah, J. S.	136 "	May 1, 1883.	" " "
" " "	81 "	June 1, 1903.	" " "
Davis, Arthur, and T. S. Eastwood	50 "	July 1, 1886.	Rock Creek.
Do.	40 "	Aug. 25, 1885.	Certain springs trib- utary to Rock Creek.

JUN 04 1996

Page 1 of 6

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 3331

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

APPROVED

Name of applicant Seaboard Idaho, Inc. Phone 726-5657
Post Office address Post Office Box 2115, Sun Valley, Idaho 83353

AA. PURPOSE OF TRANSFER

11. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☒ Change nature of use ☐ Change period of use ☐ Other _____
12. Describe the reason for the proposed changes to irrigate new land (Bigwood Golf Course)
with point of diversion and place of use both upstream from present
point and place.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE:

1. Right Number 37-01580 Priority 7/1/81 Amount 0.60 Nature of Use irrigation Period of Use May 1 to November 15
2. Total amount of water being transferred 0.60 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water Big Wood River tributary to Malad River
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		NW	SE	1	4N	17E	Blaine	

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
4N	18E	7									2.5	3.1							5.6
4N	17E	12	6.1			4.9								4.1			3.3		18.4

MAR 10 1988

Total acres 24

PART 1**6. General Information:**

- a. Description of diversion system 18' x 6' (approximately) concrete box, with steel control gate - water spills over Cepolletti weir for flow measurement, then passes through excavated channel to holding pond.
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? _____ Yes X No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
land to which right is now appurtenant is not now irrigated - right is currently subject to extension for construction of diverting works - transfer will have no effect.
- d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 37-0158C

And said application is hereby APPROVED, subject to the following limitations and conditions:

1. A measuring device of a type approved by this Department shall be maintained as a part of the diverting works. 2. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion. 3. Use of water under this right is subject to control by the watermaster of State Water District No. 37, Big Wood River.

RECEIVED
WATER RESOURCES

MAR 10 1988

Witness my hand this 30th day of October, 19 87.

A. Glen Sayton
Chief, Operations Bureau

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. 37-0158C Decreed to E. Kramer
in case of S.C. Frost vs. Alturas Water Co.
dated 12/13/09 in 4th District county of Lincoln
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. 2312 which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

- ☐ Tax Notice ☒ Warranty Deed ☒ Other QC Deed & Trustee Authorization

3. Source of water Big Wood River tributary to Malad River

4. Date or priority 7/1/81

5. Water is used for the following purpose:

amount 0.60 for irrigation purposes from May 1 to November 15
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right _____ cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		NW	NE	12	4N	17E	Blaine	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
4N	17E	12		4	20														24

Total acres 24

9. Describe any other water rights used for the same purpose as described above n/a

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

No If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

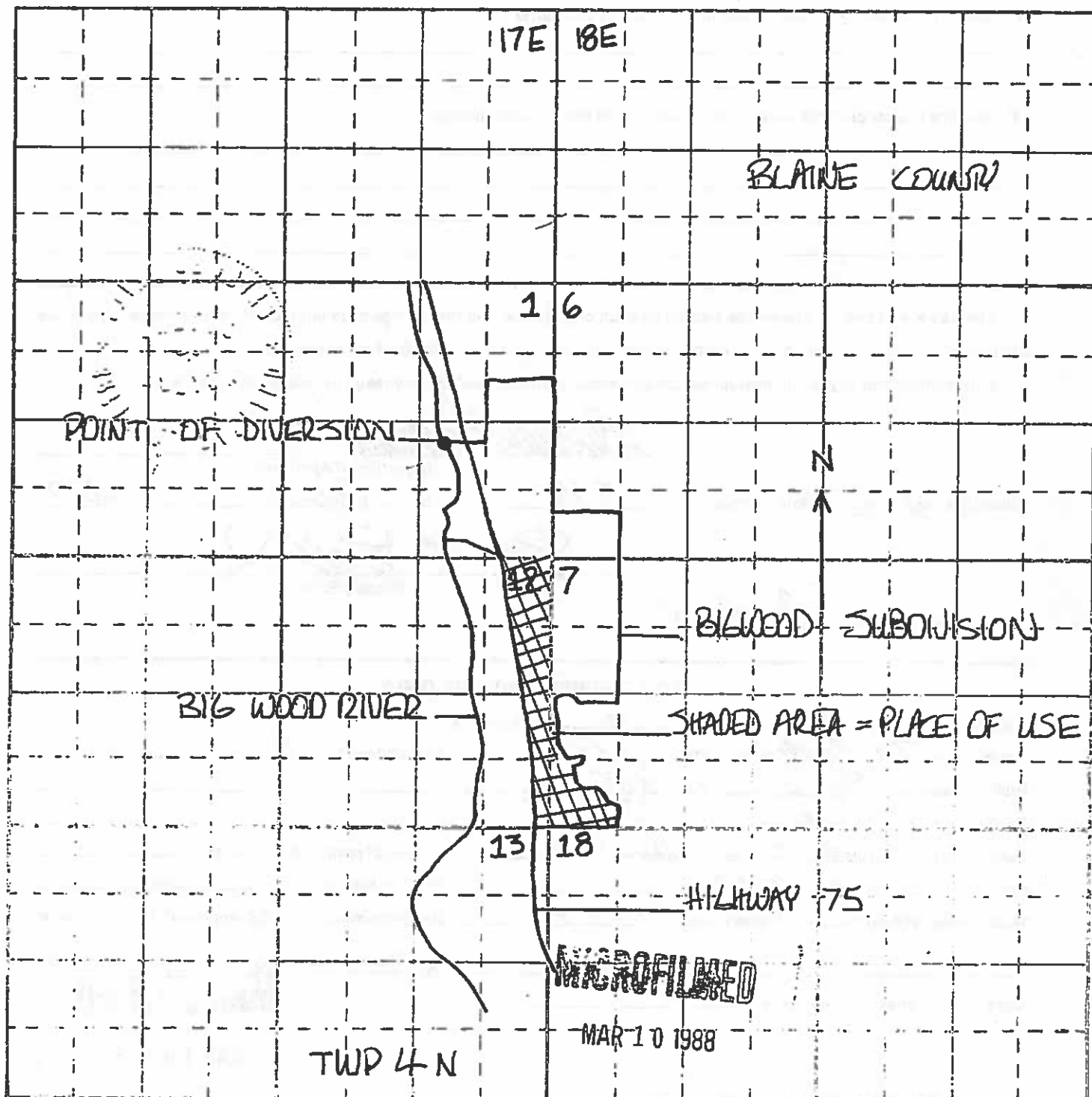
3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.



PART 3**B. CHANGES IN NATURE OF USE**

1.	<u>New Nature of Use</u>	<u>Amount</u> (cfs/ac-ft)	<u>Hours/days/year</u>	<u>Period of Use</u>
				to _____
				to _____

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Sea Board Idaho, Inc.
BY Sheila Patterson, V.P.

(Signature of Applicant)

Subscribed and sworn to before me this 29th day of April, 1987.

J. J. Ball
(Notary Public)

My commission expires Perpetual**FOR DEPARTMENT USE ONLY**Transfer contains 6 pages and 14 attachmentsReceived by M. BaldwinDate 6/8/87Protest filed by NonePrelim. check by T. BlauFee 50.00Received by M. BaldwinDate 6/19/87Published in Wood River Journal

Copies of protest forwarded by _____

Pub. dates 7/1 & 7/8/87

Hearing held by _____ Date _____

Watermaster recommendation requested on 6/23/87Recommended for ☒ approval ☐ denialrecd. 6/30/87by Adm Sim G.S.

Copy of transfer sent to lien holder _____

RECEIVED

MAR 10 1988

AUTHORIZATION OF TRANSFER OF WATER RIGHTS

ROBERT E. SMITH, Trustee of the Smith Revocable Trust, the owner of that certain real property described in Exhibit "A" attached hereto and incorporated herein, hereby authorizes the transfer of that certain water right appurtenant to said real property pursuant to that certain Deed of Water Right and Agreement attached hereto as Exhibit "B" and incorporated herein.

DATED this 2 day of May, 1987.

SMITH REVOCABLE TRUST

By *R. E. Smith*
Robert E. Smith, Trustee

STATE OF IDAHO)
COUNTY OF Burnie) ss.

On this 30 day of 4, 1987, before me, the undersigned, a Notary Public in and for said county and state, personally appeared ROBERT E. SMITH, Trustee of the Smith Revocable Trust, known to me or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that said trust executed the same.

WITNESS my hand and official seal.

Richard C. Taylor
Notary Public for IDAHO
Residing at KETCHUM

blb/24.doc

RECORDED

MAR 10 1988

WATER RIGHT SUMMARY

ACTION	RIGHT NO.	NAME	AMOUNT CFS
Original Application	37-00158	E. Cramer	2.00

SPLIT INTO PARTS A & B BY TRANSFER #2036

Partial Assignment	37-00158A	E. Cramer	1.60
Partial Assignment	37-00158B	W.R. Watts Anna Lee Watts	0.40

PART A SPLIT INTO PARTS C & D BY TRANSFER #2312

Partial Assignment	37-00158C	Robert E. Smith	0.60
Partial Assignment	37-00158D	E. Cramer	1.00

RECEIVED

JAN 11 1994

Transfer No. 2912Application No. 37-0158

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

To Change the Point of Diversion and/or the Place of Use

RECEIVED
MAR 15 1979
APPROVED
Department of Water Resources
Southern District Office

Name of applicant Robert Smith Phone 726-4730Post office address Box 672, Ketchum, Idaho 83340**A. DESCRIPTION OF RIGHT AS RECORDED**

1. Right evidenced by:

a. Decree to E. Kramer (#37-0158) (Transfer #2036)
(Name)
in case of S. C. Frost vs Alturas Water Co.
dated Dec. 13, 1909 in 4th District county of Lincoln
(Name of court)

b. License No. _____ issued by the Idaho Department of Water Resources

c. Claim No. _____ on file with the Idaho Department of Water Resources

2. If applicant is not the original holder of this right, explain how it was acquired and attach a copy of the deed or other evidence of ownership of the land to which the right is appurtenant
thru purchase

3. Source of water Big Wood River tributary to Malad River4. Date of priority July 1, 1881

5. Water is used for the following purposes:

amount 2.0 cfs for irrigation purposes from Apr 1 to Nov 1
amount _____ for _____ purposes from _____ to _____
amount _____ for _____ purposes from _____ to _____
(month/day - both dates inclusive)

6. Total amount of water under right: a. 2.0 cubic feet per second
b. _____ &/or
acre feet per annum

7. Location of original point of diversion is NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 9
Township 2N Range 18E, B.M., in Blaine County
Additional points of diversion, if any NE $\frac{1}{4}$ Sec. 16 T. 2N R. 18E.

8. Lands irrigated or place of use:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
2N.	18E	9					40	24											64
		25								3				2			Lt1 11		16

Total number of acres to be irrigated 80

B. DESCRIPTION OF PORTION OF RIGHT FOR WHICH THE CHANGE IS REQUESTED (If the entire right is requested changed, omit part B)

1. Amount of water: a. 0.60 cubic feet per second
&/or
b. _____ acre feet per annum
2. Point of diversion NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 9 Township 2N
Range _____, B.M., _____ County _____
Additional points _____

3. Place of use:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
2N	18E	9							24										24

C. DESCRIPTION OF RIGHT OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Change in point of diversion

- a. Amount of water to be diverted 0.60 c.f.s. &/or _____ acre feet
- b. Point(s) of diversion NW $\frac{1}{4}$ - NE $\frac{1}{4}$, Section 12 Township 4N
Range 17E, B.M., Blaine County _____
Additional points _____

- c. Description of diverting works Pump & pipeline to sprinkler system

- d. Describe the reasons for applying for a change in the point(s) of diversion _____
irrigate new lands not reachable from original point of diversion; new land
is upstream from original place of use.

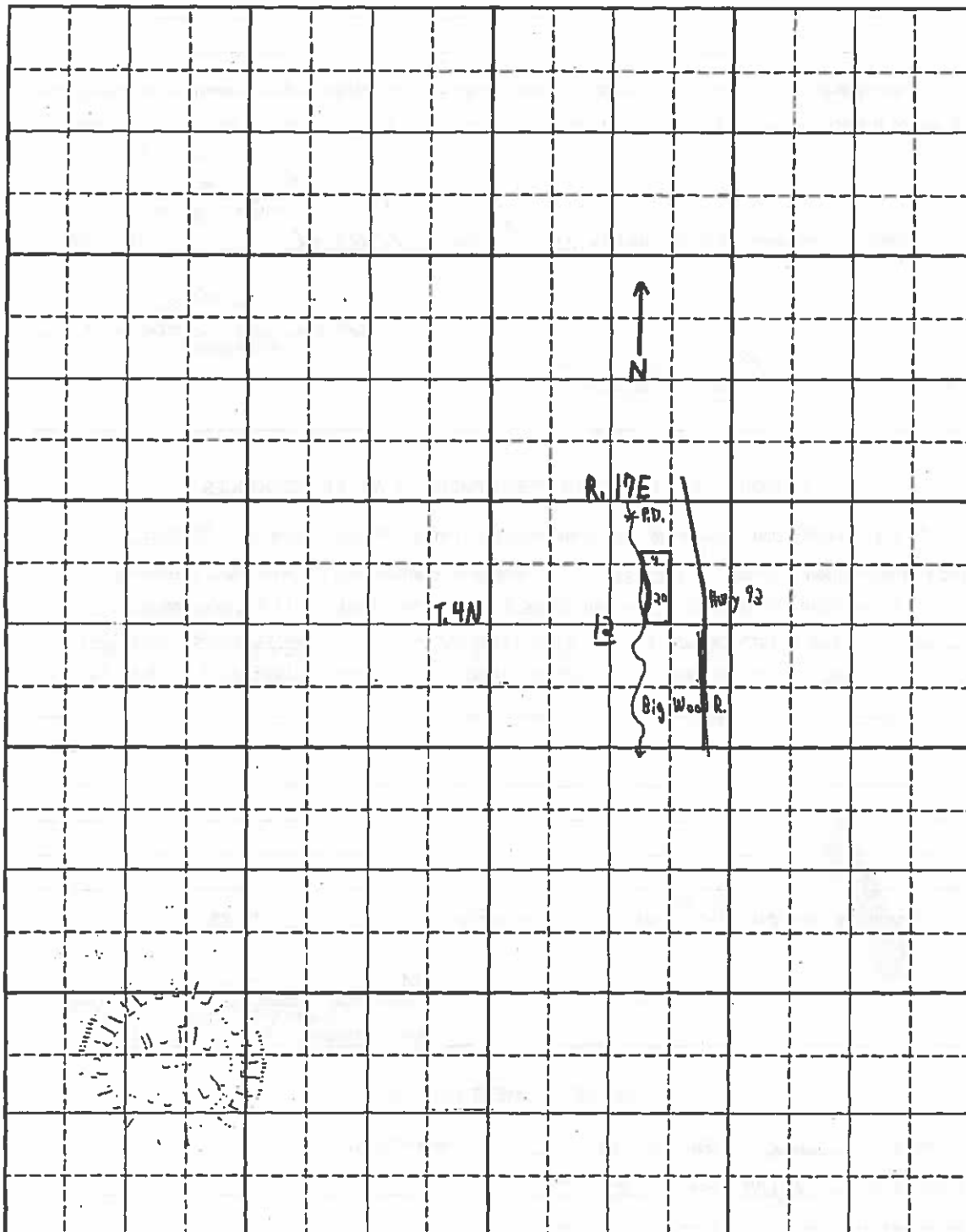
2. Change in place of use

- a. Describe the lands or place of use to which the right will be transferred:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
4N	17E	12		4	20														24

Total number of acres to be irrigated 24

- b. Draw a map indicating the new point(s) of diversion and/or the new land to be irrigated. Show clearly the land involved by section, township and range number.



SCALE: 2 inches equal 1 mile. Draw plan in ink.

3. Remarks _____

I hereby assert that no one will be injured by such change and the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

[Signature]
(Signature of applicant)

Subscribed and sworn to before me this 14th day of March, 19 79.

[Signature]
(Notary public)

My commission expires Oct. 24, 1981

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 37-0158 and said application is hereby approved, subject to the following limitations and conditions:

(1) A measuring device of a type approved by the Department shall be permanently installed and maintained as part of the diverting works. (2) Use of water under this right is subject to control by the watermaster of State Water District # 37 Wood River.

Witness my hand this 13th day of September, 19 79.

[Signature]
NORMAN C. YOUNG
Administrator, Resources Admin. Div.

FOR DEPARTMENT USE ONLY

Received by marya Date 3/15/79

Protest filed by _____

Prelim. check by ADM Fee 35⁰⁰

Receipted by marya Date 2/13/79 #12698

Published in Wood River Journal

Copies of protest forwarded by _____

Pub. dates April 5-12, 1979

Hearing held by _____ Date _____

Watermaster recommendation requested on 2/29/79

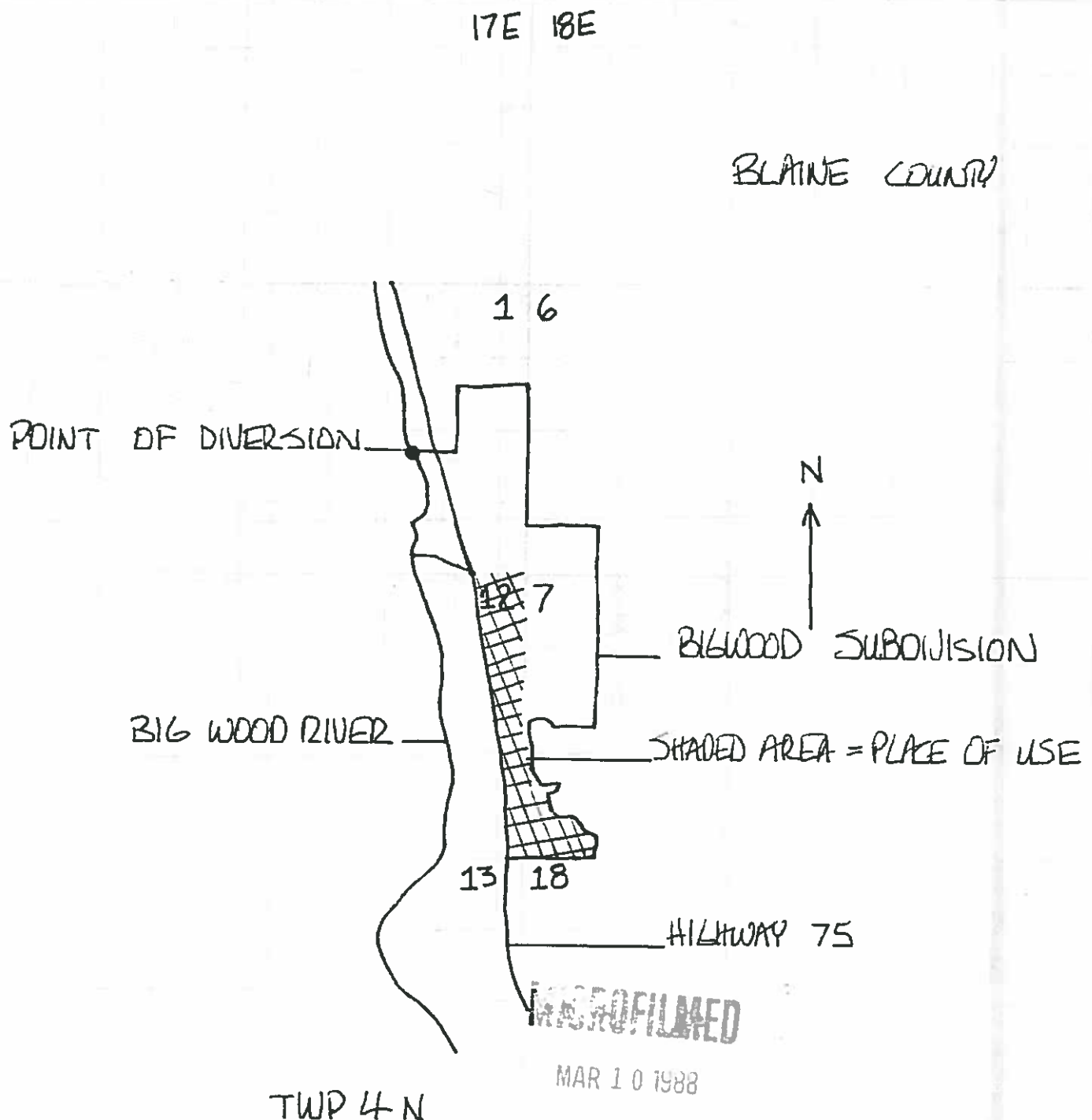
Recommended for approval denial

rec'd. 4-2-79

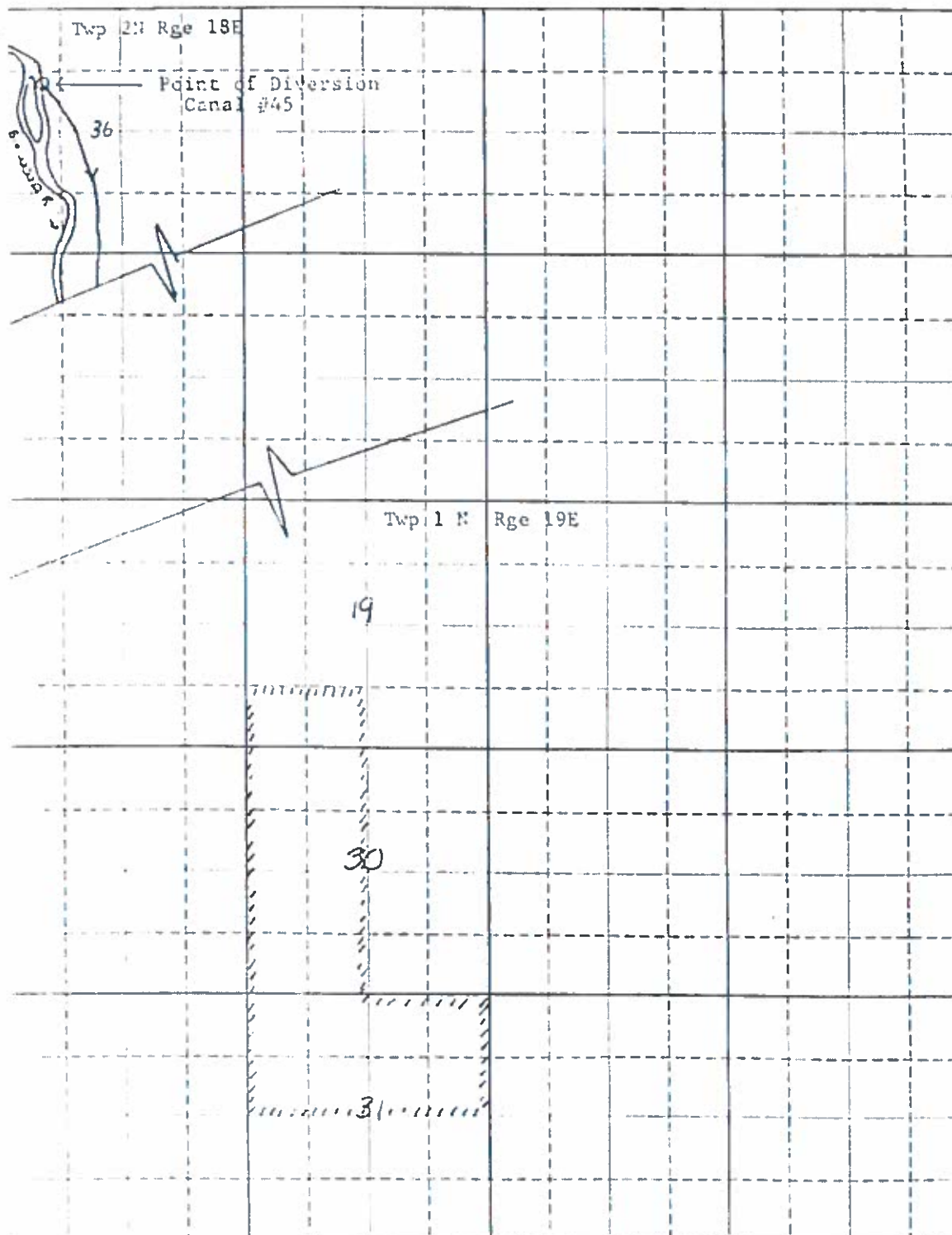
by [Signature]

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.



- 3 Draw a map indicating the new point(s) of diversion and/or the new land to be irrigated. Show clearly the land involved by section, township and range number.



SCALE 2 inches equal 1 mile. Draw plan in ink.

WARRANTY DEED

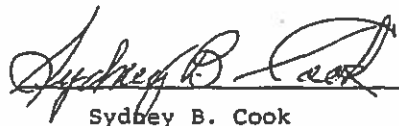
For Value Received Sydney B. Cook, of County of Blaine, State of Idaho, hereinafter called the grantor, hereby grants, bargains, sells and conveys unto Robert Smith, hereinafter called the grantee, the following described water right in Blaine, County, Idaho,

30 miners inches of the waters of Big Wood River in Blaine County, Idaho, with a priority date as determined by the Decree dated July 1, 1881.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to Grantee's successors, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

DATED: February 16 1977

RECORDED


Sydney B. Cook

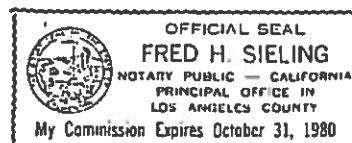
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

On this 16th day of February, 1977, before me, a notary public in and for said State, personally appeared Sydney B. Cook known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.


Notary Public

Residing at Los Angeles, Ca
Commission Expires 10/31/80

Los Angeles, California





State of Idaho

DEPARTMENT OF WATER RESOURCES

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

March 3, 2004

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

DAVID M SELLGREN
SUTTON SELLGREN & SELLGREN
PO BOX 87
SUN VALLEY ID 83353

RE: Preliminary Order in the Matter of Application for Transfer 71056

Dear Interested Parties:

The accompanying order is a "preliminary order" issued by the department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the department unless a party petitions for reconsideration within fourteen (14) days after issuance as described in the enclosed information sheet.

If you have any questions regarding this matter, please call me at 208-327-7940.

Sincerely,

for Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

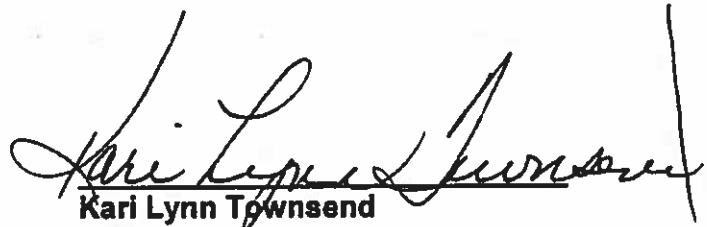
Enclosures

CERTIFICATE OF SERVICE

I hereby certify that on **March 3, 2004** I mailed a true and correct copy, certified, postage prepaid, of the foregoing **PRELIMINARY ORDER** to the person(s) listed below:

RE: Transfer 71056

**DAVID M SELLGREN
SUTTON SELLGREN & SELLGREN
PO BOX 87
SUN VALLEY ID 83353**



**Kari Lynn Townsend
Secretary**

**EXPLANATORY INFORMATION
TO ACCOMPANY A
PRELIMINARY ORDER**

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

PETITION FOR RECONSIDERATION

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

EXCEPTIONS AND BRIEFS

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

REQUEST FOR HEARING

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

ORAL ARGUMENT

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

CERTIFICATE OF SERVICE

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

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its issuance if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) the petition for reconsideration is disposed of; or
- (b) the petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF APPLICATION)
FOR TRANSFER NO. 71056 IN THE)
NAME OF SUTTON, SELLGREN &)
SELLGREN INC.)
_____)

**PRELIMINARY ORDER REJECTING
APPLICATION FOR TRANSFER**

This matter having come before the Department of Water Resources ("Department") as a result of an application to transfer water rights, the Department finds, concludes, and orders as follows:

FINDINGS OF FACT

1. On April 25, 1991, Sutton, Sellgren & Sellgren Inc. ("applicant") applied to the Department for authorization to change the place of use for 5.08 cubic feet per second of water diverted from the Big Wood River for irrigation purposes in Blaine County in accordance with all or a portion of decreed Water Rights 37-158, 37-274, 37-276 and 37-892. The transfer application, designated no. 71056 ("application") by the Department, lists the reason for the application as "take water from subdivided land to allow expansion of golf course."

2. Idaho Code §42-222 says, in pertinent part:

The director of the department of water resources shall examine all the evidence and available information and shall approve the change in whole, or in part, or upon conditions, provided no other water rights are injured thereby, the change does not constitute an enlargement in use of the original right, the change is consistent with the conservation of water resources within the state of Idaho and is in the local public interest as defined in section 42-202B, Idaho Code, the change will not adversely affect the local economy of the watershed or local area within which the source of water for the proposed use originates, in the case where the place of use is outside of the watershed or local area where the source of water originates, and the new use is a beneficial use, which in the case of a municipal provider shall be satisfied if the water right is necessary to serve reasonably anticipated future needs as provided in this chapter. The director may consider consumptive use, as defined in section 42-202B, Idaho Code, as a factor in determining whether a proposed change would constitute an enlargement in use of the original water right.

3. On January 23, 1992, February 27, 1998 and January 6, 2004, the Department mailed the applicant a letter asking for additional information to clarify ownership discrepancies and to address potential enlargement issues related to the water rights involved in the application. In the January 6, 2004 letter, the Department informed the applicant that if they did not respond to the

request within 30 days, the Department would reject or deny the application.

4. The Department has not received a response from the applicant to the request by the Department for additional information.

CONCLUSIONS OF LAW

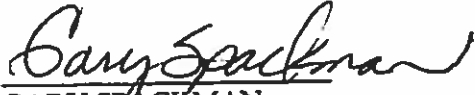
1. Without the additional information requested from the applicant, the Department cannot ascertain that the change in water use proposed in the application is consistent with the provisions of Idaho Code §42-222.

2. The Department should reject the application.

ORDER

IT IS HEREBY ORDERED that transfer application no. 71056 in the name of Sutton, Sellgren & Sellgren Inc. is **REJECTED** without prejudice.

Dated this 27th day of February, 2004.


GARY SHACKMAN
Chief, Water Allocation Bureau

MEMORANDUM

Date: February 11, 2004
To: Transfer 71056 File
From: Corey Skinner
Re: Evaluation of Sufficiency of Information Submitted

Transfer 71056 (filed in April of 1991) in the name of Sutton, Sellgren, and Sellgren involves some Basin 37 (Big Wood) Surface rights used on a golf course north of Ketchum. There are several items that have prevented processing of the application over the years. A brief history of actions that have been taken involving the application and the rights involved with the application is as follows...

October 1988 Claims 37-158C, 37-274, 37-276B, 37-892A (all Big Wood River rights), and claim 37-4269 (unnamed stream) filed in the name of Seaboard Idaho Inc. Claims filed for irrigation use of lands located along east side of Highway 75, just north of Ketchum. Claims filed for various acreage amounts with various degrees of overlapping acres.

December 1990 Seaboard conveys claims 37-158C, 37-274, 37-276B, 37-892A), and 37-4269 to Sutton, Sellgren, and Sellgren via Quitclaim Deed.

April 1991 Claims 37-158C, 37-274, 37-276B, and 37-892A (all Big Wood River rights) amended into the name of Sutton, Sellgren, and Sellgren and place of use for these four claims amended to 96 acres (assumed to all be overlapping). Transfer application filed in the name of Sutton, Sellgren, and Sellgren Inc. proposing changing the place of use of rights 37-158C, 37-274, 37-276B, and 37-892A to 96 acres of irrigation (some additional tracts and different acre distribution than the 96 claimed acres). *Note that the ISOS Business Entity website indicates that the Sutton, Sellgren, and Sellgren Corporation status is forfeited as of December 01, 1983.* David M. Sellgren, who indicated he was president of Sutton, Sellgren, and Sellgren, signed the claim amendments and transfer application. The filing fee for the transfer application was \$50.00.

January 1992 Doug Jones of IDWR sends letter to David Sellgren raising the issue of ponds being located on the property involved with the transfer application. Doug's letter indicates that the ponds were first used in 1988 and that no water rights exist for the pond use(s). *Note that 1997 NAPP photography shows some ponds on the property, but 1998 NAPP photography shows several additional ponds on the property.*

Spring 1992 Claims 37-158C, 37-274, 37-276B, 37-892A (all Big Wood River rights), and claim 37-4269 (unnamed stream) amended to add aesthetic use as a water use in addition to irrigation use. Aesthetic uses are identified on several of the tracts where irrigation use is claimed. *Note that the transfer application was not amended and still proposes only irrigation use(s).*

July 1993 Ownership change submitted to IDWR proposing change in ownership of claims 37-158C, 37-274, 37-276B, 37-892A (all Big Wood River rights), and claim 37-4269 (unnamed stream) from Sutton, Sellgren, and Sellgren, Inc. to David M Sellgren. No documentation was

submitted with the ownership change form, but David Sellgren signed the form as former and new owner/claimant(s). This ownership change was processed by IDWR in January of 1995.

February 1998 Corey Skinner of IDWR sends letter to David Sellgren of Sutton, Sellgren, and Sellgren inquiring about status of application. Letter is returned to IDWR with new forwarding address for Mr. Sellgren. Letter sent back to Mr. Sellgren at new forwarding address.

March 1998 Meeting between Corey Skinner of IDWR and David Sellgren held to discuss status of transfer application and issues relating to processing of the application. Mr. Sellgren leaves meeting and no clear indication is given to IDWR regarding the processing of the transfer application.

January 6, 2004 Letter sent to David Sellgren outlining application deficiencies and giving 30 day deadline for the submittal of information to address the deficiencies.

As of this date, the Department has not received a response from David Sellgren. A summary of the sufficiency of the application is as follows...

- **Authority to File:**

Applicant is not listed as current owner of right on IDWR records. The application is filed in the name of Sutton, Sellgren, and Sellgren. The IDSOS Business Entity Search shows that this corporation has had a forfeited status since 1983. The SRBA claim records involved with the application are in the name of David Sellgren. Application hints that water is to be transferred off of subdivided land, but the application and maps are not clear as to what land (parcels) the water is coming from. If this is indeed the case, nothing was included indicating that the land was sold without water rights. The application also states that the lands from which the water rights are proposed to be transferred are subject to a lien, deed of trust, mortgage, or contract. A notarized letter from the holder of any liens, deeds of trust, mortgage, or contracts was not included with the application.

- **Water Right Validity:**

Rights have not been decreed in the SRBA. Claims involved with the application have been amended to add a new use (aesthetic) since the application was filed. The application does not reflect this new amended use. Examination of NAPP photography indicates the presence of additional ponds and water features from 1987 to 1988 indicating that some of the aesthetic use may not be able to be covered by a claim amendment (at least some of the new use added after commencement of SRBA).

- **Injury to Other Water Rights:**

Existing aesthetic use for ponds and water features is not covered by the transfer application. Actual use, not covered by transfer application, could raise injury issues. The transfer application proposes the irrigation of 96 acres of property, and the Snake River Basin Adjudication claims reflect 96 acres of irrigation and aesthetic water uses. Examining past aerial photos from prior to November of 1987 reveals that significantly less than 96 acres appear to be irrigated.

- **Enlargement of Use:**
Existing aesthetic use for ponds and water features is not covered by the transfer application. Actual use, not covered by transfer application, could raise enlargement issues. Maps included with the application are not clear as to what was irrigated before the transfer, and what is proposed to be irrigated after the transfer. Insufficient information submitted with the application to make a decision on potential enlargement. The transfer application proposes the irrigation of 96 acres of property, and the Snake River Basin Adjudication claims reflect 96 acres of irrigation and aesthetic water uses. Examining past aerial photos from prior to November of 1987 reveals that significantly less than 96 acres appear to be irrigated.
- **Local Public Interest:**
No negative impacts anticipated other than validity, injury, and enlargement issues raised above.
- **Beneficial Use/Conservation of Water Resources:**
More than likely a sprinkler system is used to irrigate the golf course.

The application as currently proposed involves portions of four Big Wood River water rights, 37-158, 37-274, 37-276, and 37-892. Department records indicate that an additional claim, 37-4269, from an unnamed stream appears to at least partially overlap the four Big Wood River water rights involved with the transfer. This claim includes a remark stating "water from all rights is commingled and distributed through one system to sprinkler irrigate golf course & common area within Big Wood Subd." Note that the transfer application does not list all of the water rights for use in the system that is proposed to be changed.

The application and the map do not clearly indicate the location(s) of the lands involved with the application. The application states that the reason for the proposed change is to "take water from subdivided land to allow expansion of golf course". Note that no information was provided with the application addressing the subdivided land where the water is to be transferred from. In addition, if the ownership of these subdivided areas has changed, any appurtenant water rights may have been sold with the property.

Review of the application finds there is plenty of inconsistency with criteria set forth in Section 42-222 Idaho Code and recent transfer processing guidance preventing processing of this application.



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

January 6, 2004

David M. Sellgren
Sutton, Sellgren & Sellgren
PO Box 87
Sun Valley, ID 83353

Dear Mr. Sellgren:

A recent examination of pending applications in our office revealed that a water right transfer application, filed in the name of Sutton, Sellgren & Sellgren Inc., is still pending. I have enclosed a copy of this application for your reference. This particular application was filed in April of 1991 in an attempt to change the recorded place of use of several Big Wood River water rights appurtenant to property located near the north end of Ketchum. A review of this application, and the water rights associated with the application, reveals several items that prevent the Department from processing the application.

The application is filed in the name of Sutton, Sellgren & Sellgren Inc., but the Snake River Basin Adjudication claims based on the water rights involved with the application are in the name of David M. Sellgren. A business entity search on the Idaho Secretary of State's website reveals that Sutton, Sellgren & Sellgren Inc. currently has a revoked status. Please note that in order to process a transfer application, the applicant's name must match the Department's current record of ownership of the water rights being transferred, or adequate documentation must be provided showing that the applicant has legal authority to make the change(s).

The application as currently proposed involves portions of four Big Wood River water rights, 37-158, 37-274, 37-276, and 37-892. Department records indicate that an additional claim, 37-4269, from an unnamed stream appears to at least partially overlap the four Big Wood River water rights involved with the transfer. This claim includes a remark stating "water from all rights is commingled and distributed through one system to sprinkler irrigate golf course & common area within Big Wood Subd." Please note that a transfer application must list all of the water rights for use in a common system that is proposed to be changed.

SCANNED
FEB 10 2004

The application and the map do not clearly indicate the location(s) of the lands involved with the application. The application states that the reason for the proposed change is to "take water from subdivided land to allow expansion of golf course". Note that no information was provided with the application addressing the subdivided land where the water is to be transferred from. In addition, if the ownership of these subdivided areas has changed, any appurtenant water rights may have been sold with the property. A large-scale map, showing subdivision lots and roadways, depicting the irrigated areas before and after the proposed transfer, along with appropriate ownership documents showing that the subdivided lands were sold without water may help address these issues.

The application states that the lands from which the water rights are proposed to be transferred are subject to a lien, deed of trust, mortgage, or contract. Please note that if this is the case, a notarized letter from the holder of any liens, deeds of trust, mortgage, or contracts must be included with the application. No such authorization was included with the application.

As previously mentioned the transfer application was filed in April of 1991. The transfer describes the rights involved with the application as irrigation rights both before and after the transfer. In 1992, a letter from the Department was sent to Sutton, Sellgren & Sellgren relating to the issue of the ponds and aesthetic water features located on the property involved with the transfer application. Later that year, Sutton, Sellgren & Sellgren amended their Snake River Basin Adjudication claims to add aesthetic use in addition to irrigation use. Note that Snake River Basin Adjudication claims reviewed in the adjudication process will ultimately reflect water use(s) that existed prior to November of 1987. Examination of 1987 and 1988 aerial photos reveals that additional ponds are present in the 1988 aerial photo that are not present in the 1987 photo, indicating the likelihood that some of the ponds were first used after November 1987. Water use(s) developed after November 1987, can not be recognized through the adjudication process unless the use is allowed by an approved water right transfer. The transfer application that was submitted in April 1991, does not reflect any aesthetic uses for any of the water rights and does not address the ponds and aesthetic water features in any way.

The transfer application proposes the irrigation of 96 acres of property, and the Snake River Basin Adjudication claims reflect 96 acres of irrigation and aesthetic water uses. Examining past aerial photos from prior to November of 1987 reveals that significantly less than 96 acres appear to be irrigated. Ultimately any transfer approval or decreed right through the adjudication process will be based on the historical amount of irrigated

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FEB 10 2004

Page 3
Sutton, Sellgren & Sellgren Transfer Letter
January 6, 2004

acres (actually irrigated prior to November 1987). Please note that the Department cannot approve a transfer application that results in an expansion of the historical use of water or a transfer that may injure other water rights. An application that proposes more water use than what has historically occurred raises expansion and injury issues.

In summary, the transfer application that is currently filed has several items that prevent the processing of the application. In addition, there are several additional items relating to the application, or the rights involved with the application, that also need to be addressed. You may want to consider obtaining the assistance of a qualified consultant to address these issues and possibly file a replacement application if necessary.

If the items outlined in this letter are not addressed within 30 days of the date of this letter the Department will take action to reject or deny the application. Please note that this potential action will not prejudice the processing of any future applications that might be filed involving the water rights involved with this application.

If you have any questions feel free to contact our office at your convenience.

Sincerely,



Corey Skinner, PE
Water Resource Engineer

Enclosure

SCANNED
FEB 10 2004



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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

February 27, 1998

David M. Sellgren
Sutton, Sellgren & Sellgren Inc.
P.O. Box 87
Sun Valley, ID 83353

Dear Mr. Sellgren:

A recent examination of pending applications in our office revealed that a water right transfer application, filed in the name of Sutton, Sellgren & Sellgren Inc., is still pending. This particular application was filed in April of 1991 in an attempt to change the recorded place of use of several water rights appurtenant to property located near the north end of Ketchum.

Examination of Department records indicate that Sutton, Sellgren & Sellgren Inc. is no longer the recorded owner of these particular water rights since the ownership of the rights was changed to David M. Sellgren. In addition, the Snake River Basin Adjudication claims involved with this particular transfer application were amended (to add recreation use) after the transfer application was originally filed.

Because the circumstances involving the water rights that are involved with the transfer application have changed, the original transfer application no longer appears relevant. If our Department were to approve this transfer application as it is currently proposed, the recreation use that was added to the Snake River Basin Adjudication claims would be deleted and Sutton, Sellgren & Sellgren Inc. would be listed as the current owner of the water rights and/or claims.

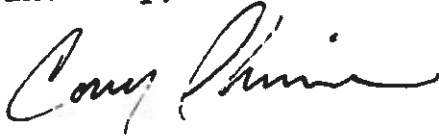
Since you are the last recorded owner of these water rights, and you were involved with the filing of the transfer application as a representative of Sutton, Sellgren & Sellgren Inc., I am inquiring about your opinion and intention relating to the transfer application. There are several options available to you and/or Sutton, Sellgren & Sellgren Inc. regarding the transfer application and the appurtenant water rights on the property.

SCANNED
FEB 10 1998

February 27, 1998
PAGE 2

I encourage you to give me a call so we can discuss this matter and your options in further detail. In addition, we may be able to schedule a meeting to further discuss this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Corey Skinner".

Corey Skinner, EIT
Dam Safety Section

SCANNED
FEB 10 2004



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

February 23, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

David M. Sellgren
Sutton, Sellgren & Sellgren Inc.
P.O. Box 2810
Sun Valley, ID 83353

Dear Mr. Sellgren:

A recent examination of pending applications in our office revealed that a water right transfer application, filed in the name of Sutton, Sellgren & Sellgren Inc., is still pending. This particular application was filed in April of 1991 in an attempt to change the recorded place of use of several water rights appurtenant to property located near the north end of Ketchum.

Examination of Department records indicate that Sutton, Sellgren & Sellgren Inc. is no longer the recorded owner of these particular water rights since the ownership of the rights was changed to David M. Sellgren. In addition, the Snake River Basin Adjudication claims involved with this particular transfer application were amended (to add recreation use) after the transfer application was originally filed.

Because the circumstances involving the water rights that are involved with the transfer application have changed, the original transfer application no longer appears relevant. If our Department were to approve this transfer application as it is currently proposed, the recreation use that was added to the Snake River Basin Adjudication claims would be deleted and Sutton, Sellgren & Sellgren Inc. would be listed as the current owner of the water rights and/or claims.

Since you are the last recorded owner of these water rights, and you were involved with the filing of the transfer application as a representative of Sutton, Sellgren & Sellgren Inc., I am inquiring about your opinion and intention relating to the transfer application. There are several options available to you and/or Sutton, Sellgren & Sellgren Inc. regarding the transfer application and the appurtenant water rights on the property.

SCANNED
FEB 10 2001

February 23, 1998
PAGE 2

I encourage you to give me a call so we can discuss this matter and your options in further detail. In addition, we may be able to schedule a meeting to further discuss this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Corey Skinner".

Corey Skinner, EIT
Dam Safety Section

SCANNED
FEB 10 2004



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

06-JAN-94 09:25

DAVID M SELLGREN
PO BOX 2810
SUN VALLEY, ID 83353

RE: SRBA CLAIMS: A37-00158C, A37-00892A, A37-00276B, A37-00274, &
A37-04269
SUTTON, SELLGREN, & SELLGREN

DEAR CLAIMANT(S):

PURSUANT TO THE NOTIFICATION THAT YOU HAVE PURCHASED PROPERTY WITH
THE ABOVE-REFERENCED ADJUDICATION CLAIM, WE HAVE CHANGED THE
DEPARTMENT'S RECORD(S) AS YOU HAVE REQUESTED. THIS COPY IS
FOR YOUR RECORDS. PLEASE REVIEW THE RECORDS(S) FOR ACCURACY.

YOU HAVE ANY MORE QUESTIONS, PLEASE FEEL FREE TO CONTACT ME AT
THIS OFFICE.

SINCERELY,

TARA L BACKLUND
SNAKE RIVER BASIN ADJUDICATION
RECORDS CLERK

/TLB
ENCLOSURES

MICROFILMED
NOV 21 1996



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

10-Mar-1992

RE: ADJUDICATION CLAIM NO. A37-00158C, A37-00274, A37-00267B
A37-00892A, A37-04269
BIGWOOD GOLF COURSE

SUTTON SELLGREN & SELLGREN INC
PO BOX 2810
SUN VALLEY ID 83353

DEAR CLAIMANT(S):

PLEASE FIND ENCLOSED YOUR RECEIPT AND A COPY OF A
COMPUTER GENERATED CLAIM(S) BASED ON THE INFORMATION FROM YOUR
ORIGINAL CLAIM(S) WHICH HAS BEEN ENTERED IN OUR COMPUTER
RECORDS.

PLEASE REVIEW THE COMPUTER GENERATED CLAIM(S) FOR ACCURACY. IN
A FEW INSTANCES CLARIFICATIONS MAY HAVE BEEN ADDED BY THE DEPARTMENT
AT THE TIME OF DATA ENTRY. IF YOU HAVE ANY QUESTIONS OR OBJECTIONS
REGARDING THE COMPUTER RECORD OF YOUR CLAIM(S), PLEASE CONTACT THIS
OFFICE.

SINCERELY,

A handwritten signature in cursive script that reads "Jeanie".

JEANIE ROBERTSON
RECORDS CLERK

/jr

Enclosures:

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FEB 22 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor

FEBRUARY 25, 1992

R. KEITH HIGGINSON
Director

DAVE SELLGREN
SUTTON SELLGREN & SELLGREN INC
PO BOX 2810
SUN VALLEY ID 83353

RE: AMENDMENT OF CLAIMS A37-00158C, A37-00274, A37-00276B,
A37-00892A & A37-04269

DEAR MR. SELLGREN,

YOU WILL FIND THE ABOVE MENTIONED CLAIMS ENCLOSED. PLEASE
REVIEW THE INFORMATION FOR ACCURACY, THEN PLEASE SIGN AND
NOTARIZE EACH OF THE FIVE CLAIMS AND RETURN THEM TO OUR OFFICE
WITH THE TOTAL FEES DUE OF \$886.40.

IF YOU HAVE QUESTIONS OR NEED OTHER ASSISTANCE PLEASE CONTACT
THIS OFFICE.

SINCERELY,


STEVE CLELLAND
WATER AGENT, SR.

ENCLOSURE

MICROFILMED
FEB 22 1993

23-Jan-1992

DAVID SELLGREN
SUTTON, SELLGREN & SELLGREN, INC.
P.O.BOX 2810
SUN VALLEY, ID 83353

Re: TRANSFER FOR GOLF COURSE

Dear Mr. Sellgren,

During review of the transfer application, submitted to change the place of use of the water rights owned by you, several discrepancies and complications were discovered. Some these problems are clerical, others relate to expansion of use and added uses. I shall attempt to present these items for your consideration in the following paragraphs.

Statutorily the transfer process is centered on established water rights (i.e. decrees, licenses, etc.) as they are recorded with us. Water rights 37-0158C, -0274, -0276B and -0892B are decreed rights which have been the subject of past transfers. The transfer which you developed, with the assistance of Jim Stanton of this office, is based on Snake River Basin Adjudication (SRBA) claims. SRBA claims are, until ruled on by the judge, statements made by the claimant. Your transfer needs to be changed to reflect principally the water right data, and secondarily the SRBA claim data. I have made the simple edit to strike the leading "A" from the transfer application. A copy of the application is enclosed for your review and records. Carefully check the information and contact me if there are any problems or questions. The SRBA claim data will still be carried along and when, and if, the transfer is approved, in whole or in part, the claims will be amended by the Department.

Unfortunately, some of the computer data which was used to fill out portions of the application are incorrect. I have corrected these data on rights 37-0158C and -0892B. Right 37-0158C actually involves 24 acres instead of the 21 acres listed in the computer. Right 37-0892 was split by an earlier transfer and the "B" part, which apparently is owned by your company, involves 90 acres. These edits are highlighted on the enclosed copy.

More problematically, quite a number of ponds have been constructed and have been used without water rights. Aerial photographs indicate that these ponds were first used in 1988. These ponds should be included on this transfer as a change in nature of use from irrigation to aesthetics. Our information shows that there is less irrigation occurring than these rights originally covered. This foregone irrigation might

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be converted to use in the pond system. Until authorization is granted to use this system, diversion into it is not permissible.

If you desire to include the change in nature of use on this application or if there are problems with the information contained on it please contact me within 30 days. After that time I will proceed with advertising and processing.

Sincerely,

Douglas Jones, EIT
Engineering Specialist

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FEB 18 2004