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 37-274
Date Received: 10/25/1988
Receipt No: S003231
Received By:

Amended claim received 9-30-09

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: 06/01/1882
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	NW	NW	SE	BLAINE	

5. Description of diverting works:
OP-3 PUMP
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	0.8	
RECREATION STORAGE	01/01	10/31		49.9
AESTHETIC STORAGE	01/01	12/31		49.9
DIVERSION TO STORAGE	04/15	10/31	0.8	

7. Total Quantity Appropriated is:
0.8 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	NE	SE	IRRIGATION FROM STORAGE	1
			SE	SE	IRRIGATION FROM STORAGE	23
			SE	SE	RECREATION STORAGE	
			SE	SE	AESTHETIC STORAGE	
					Section Acres	24
04S	17E	12	NE	NE	AESTHETIC STORAGE	
			NE	NE	RECREATION STORAGE	

			SE	NE		RECREATION STORAGE	
			SE	NE		AESTHETIC STORAGE	
			NE	SE		AESTHETIC STORAGE	
			NE	SE		RECREATION STORAGE	
			SE	SE		RECREATION STORAGE	
			SE	SE		AESTHETIC STORAGE	
			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
						Section Acres	53.2
04S	18E	6	SW	SW	7	IRRIGATION FROM STORAGE	0.9
			SW	SW	7	RECREATION STORAGE	
			SW	SW	7	AESTHETIC STORAGE	
						Section Acres	0.9
04S	18E	7	SW	NW	2	RECREATION STORAGE	
			SW	NW	2	AESTHETIC STORAGE	
			NW	SW	3	IRRIGATION FROM STORAGE	4
			SW	SW	4	IRRIGATION FROM STORAGE	11
						Section Acres	15
						Total Acres	93.1

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:

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 IS AMENDED TO ADD THE AES. USE AND IS SENT FOR SIGNATURE. OWNERSHIP CHANGE MADE 1-5-95 BY TLB.

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

Amended claim received 9-30-2009

15. Basis of Claim: Decreed

Form No. 42-1409 (2) a 1/88

Amended Claim

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

CIVIL CASE NUMBER: 39576

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

Ident. Number 37-274
Date Received
Receipt Number

DISTRICT COURT - SRBA
TWIN FALLS CO. IDAHO
FILED
2009 SEP 30 PM 2 53

NOTICE OF CLAIM TO A WATER RIGHT

ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) Bigwood [redacted] 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) 6/1/1882

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 c

   _____ 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 0.8	or	
For	Irriation from Storage	purposes from	4/15	to	10/31	amount 0.8	or	
For		purposes from		to		amount	or	

7. Total quantity claimed (a) 0.8 (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 o 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.

			NE 1/4				NW 1/4				SW 1/4				SE 1/4				
TWP	RNG	SEC	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	TOTALS
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:
    93.1 acres have been historically irrigated according to IDWR. An accomplished transfer from irrigation to the ponds occurred prior to November 1987. Irrigation under this right will be reduced by 7.0 acres and limited to 86.1 acres within the 93.1-acre PPU to mitigate for the annual pond consumptive use. Recreation & 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 37-274

Court 4th Judical 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 of affirm that I am Attorney in fact
Title
Of Bigwood Golf Course, LLC, 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 Trudy X. Hammond

Title and Organization _____ Date _____

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

Subscribed and sworn (or affirmed) before me this 30th day of Sept., 2009.

Notary Public Lacie Thompson
Residing at Hailey
My Commission Expires 1/28/2014

LACIE THOMPSON NOTARY PUBLIC SEAL STATE OF IDAHO

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))

	Surface Area	Surface / bottom area		Max. Depth	Volume	
POND	(ac)	(ft2)	(ac)	(ft)	(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			

	Surface Area	Surface / bottom area		Max. Depth	Volume	
POND	(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

	mm		acres		
Pond	475	x	7.45	=	11.6 AFA
	AFA		mm		
Dried Irrigation Acres	11.6	÷	508	=	7.0 Acres
	Acres		Acres		
Irrigable Acres	93.1	-	7.0	=	86.1 Acres

RECEIVED

MAY 07 2009

DEPT. OF WATER RESOURCES
SOUTHERN REGION

Form 42-248/42-1409(6) 10/07

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	–			
	274	–			
	276B	–			
	892A	–			
	894B	–			
	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
   PO Box 2810, Sun Valley, ID 83353
   BigWood Golf Course LLC

4. New Owner/Claimant(s)

   Name Connector (Check one): [ ] and, [ ] or, [ ] and/or

   New Mailing Address: PO Box 87

   City, State and ZIP Code: Sun Valley, ID 83353

   New Telephone Number: (208) 438-5678 / 720-6589 Email: rbostedo@earthlink.net

5. Date you acquired the property _____

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)** Bigwood Golf Course LLC
Elizabeth Basted-Sedgwick, member
(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 JJ Stanton Date 5-7-09 Receipt Amt. —
Receipted by — Date — Receipt No. —
Processed by _____ AJ Date _____ WR _____ Date _____

ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY

(Instructions on back of application)

00 FEB -3 AM 8:55

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is: Bigwood Golf Course, L.L.C.

2. The address of the initial registered office is: 291 W. 3rd Street, #16 Ketchum, ID 83340 and the name of the initial registered agent at that address is: David M. Sellgren

3. The mailing address for future correspondence: P. O. Box 87, Sun Valley, Idaho 83353

4. Management of the limited liability company will be vested in:

Manager(s) ☐ or Member(s) ☒ . (please check the appropriate box)

5. If management is to be vested in one or more manager(s), list the name(s) and address(es) of at least one initial manager. If management is to be vested in the members, list the name(s) and address(es) of at least one initial member.

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

6. Signature of at least one person responsible for forming the limited liability company:

David M Sellgren

DAVID M. SELLGREN

g:\corp\forms\LLC1.p65 Revised 8/99

Receipt for State Filing Only

IDAHO SECRETARY OF STATE
02/03/2000 09:00
CK: 1968 CT: 24249 BH: 287898
1 @ 100.00 = 100.00 ORGAN LLC # 2

W 11003

No. **W 11003**	**Due no later than 2/28/2009** **Annual Report Form**	2. Registered Agent and Address **(NO PO BOX)**
Return to: SECRETARY OF STATE 450 NORTH FOURTH STREET PO BOX 83720 BOISE, ID 83720-0080 **NO FILING FEE IF RECEIVED BY DUE DATE**	**1. Mailing Address: Correct in this box if needed.** BIGWOOD GOLF COURSE, L.L.C. ~~PO BOX 87~~ ~~SUN VALLEY ID 83353~~ BOX 85 PAUL ID 83347	ELIZABETTH BOSTED-SELLGREN 291 W 3RD ST #16 KETCHUM ID 83340 3. New Registered Agent Signature:

4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.

Office Held	Name	Street or PO Address	City	State	Zip
Member	Elizabeth Bosted-Sellgren	Box 85	Paul	ID	83347

5. Organized Under the Laws of:	6. Annual Report must be signed.
ID **W 11003**	Signature: Elizabeth Bosted-Sellgren Date: 3-12-09 Name(type or print): Elizabeth Bosted-Sellgren Title: Member

Issued 2/6/2009 by NLB

20000200518R

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

(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.

THOMAS C. PRAGGASTIS NOTARY PUBLIC STATE OF IDAHO

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.

OPERATING AGREEMENT

THIS OPERATING AGREEMENT of BIGWOOD GOLF COURSE, L.L.C., an Idaho Limited Liability Company ("Company") organized pursuant to the Idaho Limited Liability Company Act ("Act") is made and entered into as of this 20 day of NOVEMBER, 2002 by and among the Company and DAVID M. SELLGREN and WILLIAM A. SELLGREN (collectively "Members").

WHEREAS, the Members have organized the Company as an Idaho Limited Liability Company by filing Articles of Organization with the Secretary of State of Idaho, which were accepted by the Secretary of State of Idaho on February 3, 2000.

WHEREAS, the Members desire to enter into this Operating Agreement to set forth the duties, obligations, rights and agreements of the Members as to the conduct and business of the Company.

NOW, THEREFORE, the Members, intending to be bound, hereby agree as follows:

I. NAME AND ORGANIZATION OF COMPANY.

1.1 Name. The name of the Company is BIGWOOD GOLF COURSE, L.L.C. and all business of the Company shall be conducted under that name or under any other name, but in any case, only to the extent permitted by applicable law.

1.2 Principal Office. The principal office of the Company shall be located at 291 W. 3rd Street, #16, Ketchum, Idaho 83340.

1.3 Term. The Company shall be dissolved and its affairs wound up in accordance with the Act and this Operating Agreement on December 31, 2050, unless sooner dissolved in accordance with the Act or this Operating Agreement.

II. NATURE OF BUSINESS

The Company is formed to engage in the operation of a public golf course known as the Bigwood Golf Course. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described herein.

(g) Substitute Member. An Assignee who has been admitted to all of the rights of membership pursuant to the Operating Agreement.

IN WITNESS WHEREOF, this Operating Agreement is executed as of the day and year above written.

BIGWOOD GOLF COURSE, L.L.C.
an Idaho limited liability company

David M Sellgren
By: David M. Sellgren
Its: Member

David M Sellgren
DAVID M. SELLGREN

William A Sellgren
WILLIAM A. SELLGREN

EXHIBIT A

CAPITAL ACCOUNT AND OWNERSHIP INTEREST SCHEDULE

Name	Initial Capital Contribution	Ownership Interest
David M. Sellgren P. O. Box 87 Sun Valley, ID 83353	75% of real property known as Bigwood Golf Course	75%
William A. Sellgren 12806 Harney Street Omaha, NE 68154	25% of real property known as Bigwood Golf Course	25%

STATE OF IDAHO
CERTIFICATION OF VITAL RECO

STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF HEALTH POLICY AND VITAL STATISTICS

CERTIFICATE OF DEATH

Date Filed: DECEMBER 22, 2005

State File No.: 2005-09861

DECEDENT - LEGAL NAME
DAVID MONROE SELLGREN

SEX	SOCIAL SECURITY NUMBER	AGE	DATE OF BIRTH
MALE	[redacted]	76 YEARS	NOVEMBER 21, 1929

BIRTHPLACE	PLACE OF RESIDENCE
BEVERLY HILLS, CALIFORNIA	TWIN FALLS, IDAHO

MARITAL STATUS AT TIME OF DEATH	NAME OF SURVIVING SPOUSE (If wife, maiden name)	WAS DECEDENT EVER IN U.S. ARMED FORCES?
MARRIED	ELIZABETH RICHTER	YES

FATHER - NAME	BIRTHPLACE
ARTHUR SELLGREN	UNKNOWN/NOT STATED
MOTHER - MAIDEN NAME	BIRTHPLACE
FERN LOCKHART	UNKNOWN/NOT STATED

METHOD OF DISPOSITION	FUNERAL SERVICE LICENSEE
CREMATION	LEWIS A. LENKER

NAME AND ADDRESS OF FUNERAL FACILITY
WHITE MORTUARY, INC., TWIN FALLS, IDAHO

DATE OF DEATH	TIME OF DEATH	CITY, TOWN OR LOCATION OF DEATH	COUNTY OF DEATH
DEC. 15, 2005	5:10 P.M.	KIMBERLY, IDAHO	TWIN FALLS

CAUSE OF DEATH (underlying cause last)
a. ALZHEIMERS DEMENTIA — Approximate Interval Between Onset and Death: 6 MONTHS

DUE TO (or as a consequence of):
b.

DUE TO (or as a consequence of):
c.

DUE TO (or as a consequence of):
d.

OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not resulting in the underlying cause given above	WAS AN AUTOPSY PERFORMED?
NONE STATED	NO

MANNER OF DEATH	NAME OF CERTIFIER	TITLE
NATURAL	MATTHEW JOLLEY, M.D.	PHYSICIAN

CORONER SUBSEQUENT CERTIFICATION IF NECESSARY

EXTERNAL CAUSES ONLY

DATE OF INJURY	TIME OF INJURY	PLACE OF INJURY	INJURY AT WORK?

LOCATION WHERE INJURY OCCURRED

DESCRIPTION OF HOW INJURY OCCURRED

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF HEALTH POLICY AND VITAL STATISTICS.

DATE ISSUED: DECEMBER 23, 2005

This copy not valid unless prepared on engraved border displaying state seal and signature of the Registrar.

JANE S. SMITH
STATE REGISTRAR

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: **A37-00274**
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: JUN 1, 1882

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:
   OP-3 PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.800		
AESTHETIC	04/01	11/01	0.800		

7. Total Quantity Appropriated is:
   0.800 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 22 1996

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	17.0
		12	NE NE		AES	
			NE NE		IRR	29.0
			SE NE		AES	
			SE NE		IRR	15.0
			NE SE		AES	
			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:
A37-00276B, A37-00892A, A37-00158C.

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 IS AMENDED TO ADD THE AES. USE AND IS 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

vs

ALTURAS WATER COMPANY, ET. AL
Decree Defendant

MICROFILMED
NOV 22 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)
) SS.
County of _____)

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

of _____ 19 _____

_____
Notary Public

Seal

Residing at _____

My Commission Expires _____

MICROFILMED
NOV 22 1996

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT
(REGIONAL)

Water Right Number - R37-00274 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 State- ID Zip- 83353 Phone - 208-726-8071
*** O - ORIGINAL OWNER ***		
SEABOARD IDAHO INC		1 - PO BOX 2115 2 - 3 - City- SUN VALLEY State- ID Zip- 83353 Phone - 208-726-5657
SUTTON SELLGREN & SELLGREN INC		1 - PO BOX 2810 2 - 3 - City- SUN VALLEY State- ID Zip- 83353 Phone - 208-726-8071

Priority Date	Region	Stage	Status
06/01/1882	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	04/01	11/01	0.800	
52	AESTHETIC	04/01	11/01	0.800	

Total Div. Rate	Total Div. Volume	Total Consumptive Use	KW Usage
0.800		240.0	

Place of Use

Twn	Rng	Sec	Tract	Lot	Acres	Code	Description	County
04N	17E	1	SE SE		17.0	01	IRRIGATION	(13) BLAINE
04N	17E	12	NE NE		29.0	01	IRRIGATION	(13) BLAINE
04N	17E	12	SE NE		15.0	01	IRRIGATION	(13) BLAINE
04N	17E	12	NE SE		19.0	01	IRRIGATION	(13) BLAINE
04N	17E	12	SE SE		8.0	01	IRRIGATION	(13) BLAINE
04N	18E	7	NW SW		1.5	01	IRRIGATION	(13) BLAINE
04N	18E	7	SW SW		6.5	01	IRRIGATION	(13) BLAINE
04N	17E	1	SE SE			52	AESTHETIC	(13) BLAINE
04N	17E	12	NE NE			52	AESTHETIC	(13) BLAINE

MICROFILMED
NOV 22 1996

Water right number - R37-00274 Prefix Translation: RESEARCH

Place of Use

Twn	Rng	Sec	Tract	Lot	Acres	Code	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 - OP-3 PUMP

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

Other Rights for Same Use - A37-00276B, A37-00892A, A37-00158C.

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 IS AMENDED TO ADD THE AES. USE AND IS SENT FOR SIGNATURE.
OWNERSHIP CHANGE MADE 1-5-95 BY TLB.

Old Water Right Numbers

3700274

Conditions of Approval

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

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

-Comments-

Date: 01/05/1995 User Id: TBACKLUN Subject: OWNERSHIP CHANGE
OWNERSHIP CHANGE RECEIVED 7-21-93. SELLGREN & SUTTON- FORMER OWNER, SELLGREN-NEW OWNER. FORM WITH BOTH SIGNATURE.
OWNERSHIP CHANGED 1-5-95.

Audit Fields

01/05/95 TBACKLUN

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	- 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

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NOV 22 1995

Water right number - R37-00274 Prefix Translation: RESEARCH

+ - Adjudication Rights Dates and Flags Area - +

Notice of Error Flag -

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NOV 22 1996

Form 42-1409(7)

IDWR

NEW PROPERTY OWNER
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

RECEIVED
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
_____ Date _____

[ ] Signature of Former Owner/Claimant(s): Sutton Sellgren & Sellgren Inc By David M Sellgren President Date 5-10-93
_____ 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:

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

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NOV 22 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

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 22 1996

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: **A37-00274**
Date Received: 10/25/1988
Receipt No: S003231
Received By: Sc

MAR 09 1992
Department of Water Resources
Southern Region Office

AMENDED **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: JUN 1, 1882

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:
   OP-3 PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.800		
AESTHETIC	04/01	11/01	0.800		

7. Total Quantity Appropriated is:
   0.800 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	

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FEB 22 1993

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	17.0
		12	NE	NE	AES	
			NE	NE	IRR	29.0
			SE	NE	AES	
			SE	NE	IRR	15.0
			NE	SE	AES	
			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:
A37-00276B, A37-00892A, A37-00158C.

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 IS AMENDED TO ADD THE AES. USE AND IS SENT FOR SIGNATURE.

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

COPY

MICROFILMED FEB 12 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: _____

For Organizations:

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

Dwight M Sullivan
Signature of Authorized Agent

Pres Sutton Sullivan & Sullivan Inc
Title and Organization

3-6-92
Date

State of Idaho)
) SS.
County of Blaine)

Subscribed and sworn (or affirmed) before me this 6th day of March 19 92

Della L Hanson
Notary Public

Seal

Residing at Ketchum

My Commission Expires 8/8/96

COPY
MICROFILMED
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

R. KEITH HIGGINSON
Director

FEBRUARY 25, 1992

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

Idaho Department of Water Resources
Fee Calculation

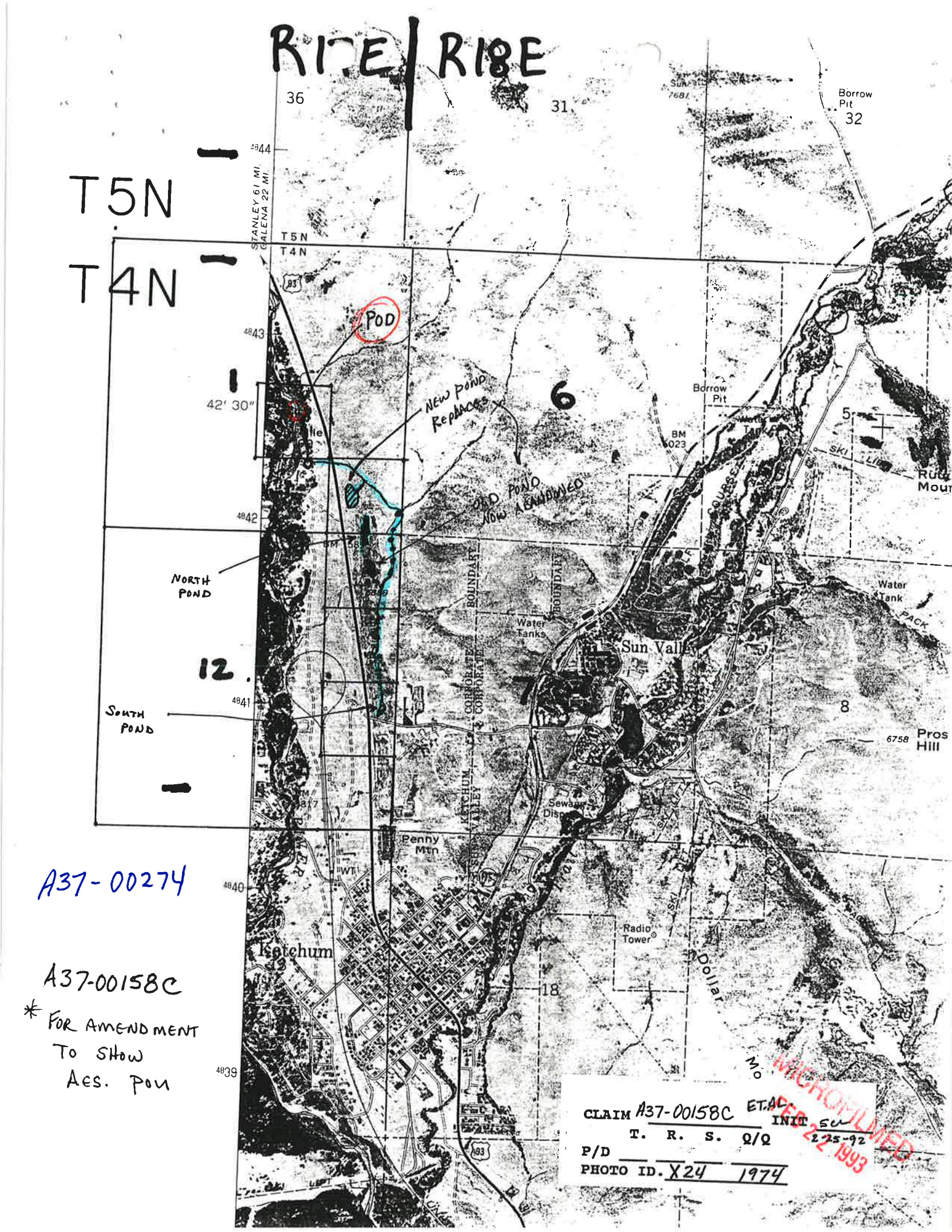
Date: 02/25/92
Time: 14:59:26

886.40

WR No	Fee	WR No	Fee	WR No	Fee
A3700158C_	60.00	A3700274__	80.00	A3700276B_	368.00
A3700892A_	318.40	A3704269__	60.00		

(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



A37-00274

A37-00158C

* FOR AMENDMENT TO SHOW AES. POU

CLAIM A37-00158C ET.AL INIT SW
T. R. S. Q/Q
P/D
PHOTO ID. X24 1974

MICROFILMED
DEC 22 1993

MICROFILMED
FEB 2 2 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: **A37-00274**
Date Received: 10/25/1988
Receipt No: S003231
Received By: [signature]

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: JUN 1, 1882

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:
   OP-3 PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.800		

7. Total Quantity Appropriated is:
   0.800 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	29.0

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:
A37-00276B, A37-00892A, A37-00158C.

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

vs

ALTURAS WATER COMPANY, ET. AL — 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 (Title) of Sutton Sellgren & Sellgren Inc (Organization), that I have signed the foregoing document in the space below as President (Title) of Sutton Sellgren & Sellgren Inc (Organization) and that the statements contained in the foregoing document are true and correct.

Dewitt Sellgren
Signature of Authorized Agent

Sutton Sellgren & Sellgren Inc.
Title and Organization

4-25-91
Date

State of Idaho)
) SS.
County of Twin Falls)

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

Notary Public

Seal

Residing at Kimberly, Id.

My Commission Expires 6/30/94

MICROFILMED
FEB 22 1995

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: **A37-00274**
Date Received: 10/14/1988
Receipt No: 500 3231
Received By: SCC

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

2. Date of Priority: JUN 01, 1882

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:
   OP-3 PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.800		

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

8. Total consumptive use is 100.0 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	NW SE		IRR	5.0
			SE SE		IRR	35.0
				Section Acres		40.0

MICROFILMED
FEB 22 1993

10. Place of Use: Continued

Total Acres 40.0

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:
A37-00276B, A37-00892A, A37-00158C.

14. Remarks:
SEE TRANSFER #1739
CHANGE IN ACRES, FROM UNRECORDED TRANS.
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

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16. Signature(s)

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

Number of attachments: 1

For Organizations:

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

Cleveland Patterson VP.
Signature of Authorized Agent

Vice President/Seaboard Idaho, Inc.
Title and Organization

October 19, 1988
Date

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

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

Dorothy Ann Varga
Notary Public

Seal

Residing at Fairfield, Conn.

My Commission Expires April 1, 1989

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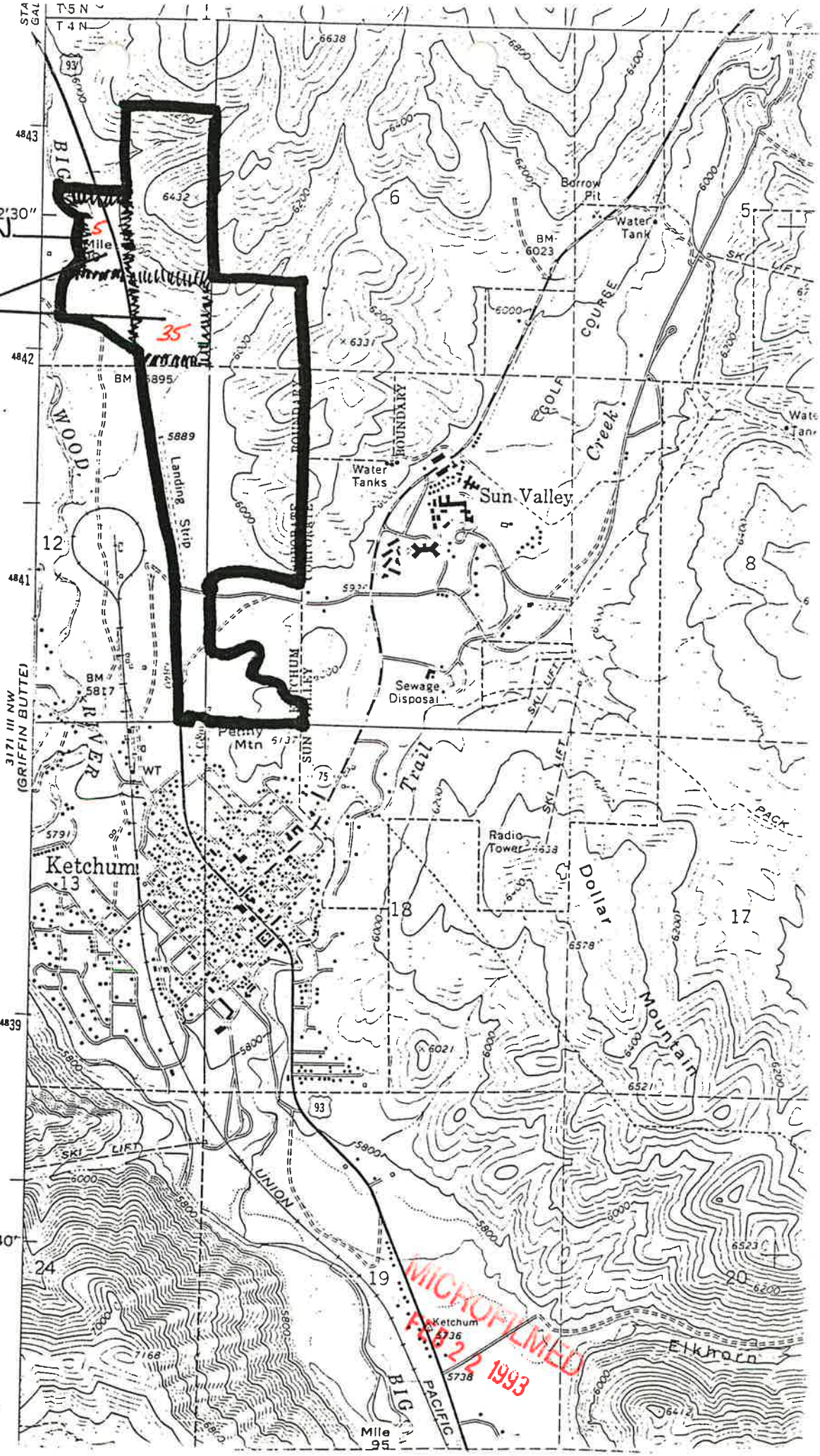
4N
17E

POINT OF DIVERSION

PLACE OF USE



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A37-00274

Form 42-1409(7)

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 X no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

_____

_____

_____

[X] 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:

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

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT

Water Right Number - A37-00274 Prefix Translation: ADJUDICATION CLAIM Old (D) Number -

*** C - CURRENT OWNER ***
SEABOARD IDAHO, INC.

1 - P.O. BOX 2115
2 -
3 -
City- SUN VALLEY State- ID Zip- 83353
Phone - 208-726-5657

Priority Date: 06/01/1882
Region: 17 SOUTHERN
Stage: D - DECREED
Status:

Source: BIG WOOD RIVER
Tributary: MALAD RIVER

Point of Diversion

Twn	Rng	Sec	Tract	Lot	RFlg	County	Stream Index (Blank if no Index Code)
04N	17E	1	NW NW SE			(13) BLAINE	

Water Use

Code	Description	Period From	Period To	Diversion Rate	Diversion Volume
01	IRRIGATION	04/01	11/01	0.800	

Total Div. Rate: 0.800
Total Div. Volume:
Total Div. Capacity:
Total Consumptive Use: 100.0
KW Usage:

Place of Use

Twn	Rng	Sec	Tract	Lot	Acres	Code	Description	County
04N	17E	1	NW SE		~~5.0~~	01	IRRIGATION	(13) BLAINE
04N	17E	1	SE SE		~~35.0~~ 17	01	IRRIGATION	(13) BLAINE

Total Acres: 40.0

Diversion Means - OP-3 PUMP

Non-Irrigation Use -

Other Rights for Same Use - A37-00276B, A37-00892A, A37-00158C.

Remarks

SEE TRANSFER #1739
CHANGE IN ACRES, FROM UNRECORDED TRANS.
WATER FROM ALL RIGHTS IS COMINGLED AND DISTRIBUTED THROUGH ONE
SYSTEM TO SPRINKLER IRRIGATE GOLF COURSE & COMMON AREA WITHIN
BIG WOOD SUBD.

Old Water Right Numbers

No Old Water Right Numbers found.

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Water right number - A37-00274 Prefix Translation: ADJUDICATION CLAIM

Conditions of Approval

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

Decree Plaintiff	Decree Defendant	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	- 06/18/1985	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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MAY 02 1991

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
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Deed to Water Rights
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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.

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

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".

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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.

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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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FEB 22 1993

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

MICROFILMED FEB 22 1993

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

MICROFILMED FEB 22 1993

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

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FEB 22 1993

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, President

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

By: _____
DAVID M. SELLGREN,
President

_____
DAVID M. SELLGREN, individually

a:seaboard.agr

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FEB 22 1993

Order No. 16400

RECEIVED
MAY 02 1991
Department of Water Resources
Southern Region Office

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

(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 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.

WITNESS my hand and official seal.

Notary Public for Idaho
Residing at Hailey, 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 ____ ON PAGE ____
OF Deeds
Mary Green
EX-OFFICIO RECORDER
BY ____ DEPUTY
FEES $ 9.00

MICROFILMED
FEB 22 1993

326099

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 } ss
COUNTY OF BLAINE }
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE 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
EX-OFFICIO RECORDER
BY DEPUTY
FEES $ 6.00

3

32C101

(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.

RECEIVED
MAY 02 1991
Department of Water Resources
Southern Region Office

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FEB 22 1993

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, 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.

IN WITNESS my hand and official seal.

_____
Notary Public for Idaho
Residing at Hailey, Idaho

BRIAN L. WILLIAMS NOTARY PUBLIC STATE OF IDAHO

a:seaboard.wat

MICROFILMED 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

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,

Jeanie

JEANIE ROBERTSON
RECORDS CLERK

/jr

Enclosures:

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FEB 22 1993

08/31/2010

IDAHO DEPARTMENT OF WATER RESOURCES

RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-274

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: 0.800 CFS
~~100~~ 316.8 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: 06/01/1882

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	~~10.4~~ 49.90 AFY
IRRIGATION STORAGE	04/15 10/31	31.80 AFY
IRRIGATION FROM STORAGE	04/15 10/31	~~89.6~~ 300.00 AFY
AESTHETIC STORAGE	01/01 12/31	~~10.4~~ 49.90 AFY
DIVERSION TO STORAGE	04/15 10/31	0.800 CFS

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

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 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.

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 purpose 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.

07/23/2010

IDAHO DEPARTMENT OF WATER RESOURCES

PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-274

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

SOURCE: BIG WOOD RIVER TRIBUTARY: MALAD RIVER

QUANTITY: 0.800 CFS
~~316.80~~ AFY 349.9

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.

.8 cfs * 1.98 * 200 days = 316.8 af
85.7 ac * 3.5 afa ≈ 300.0 af
Rec/aest vol = 49.9 af 49.9 af
Total 349.9 afy

PRIORITY DATE: 06/01/1882

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	49.90 AFY
IRRIGATION STORAGE	04/15 10/31	31.80 AFY
IRRIGATION FROM STORAGE	04/15 10/31	300.00 AFY
AESTHETIC STORAGE	01/01 12/31	49.90 AFY
DIVERSION TO STORAGE	04/15 10/31	0.800 CFS

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

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 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.

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 purpose 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.

02/25/2010

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

RIGHT NUMBER: 37-274

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

SOURCE: BIG WOOD RIVER TRIBUTARY: MALAD RIVER

QUANTITY: 0.800 CFS
100 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: 06/01/1882

POINT OF DIVERSION:
T04N R17E S1 NENWSE Within BLAINE County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION STORAGE	04/15 10/31	31.8 AFY
IRRIGATION FROM STORAGE	04/15 10/31	300 89.6 AFY
AESTHETIC STORAGE	01/01 12/31	49.9 10.4 AFY
RECREATION STORAGE	01/01 12/31	" 10.4 AFY
DIVERSION TO STORAGE	04/15 10/31	0.800 CFS

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

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 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.

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

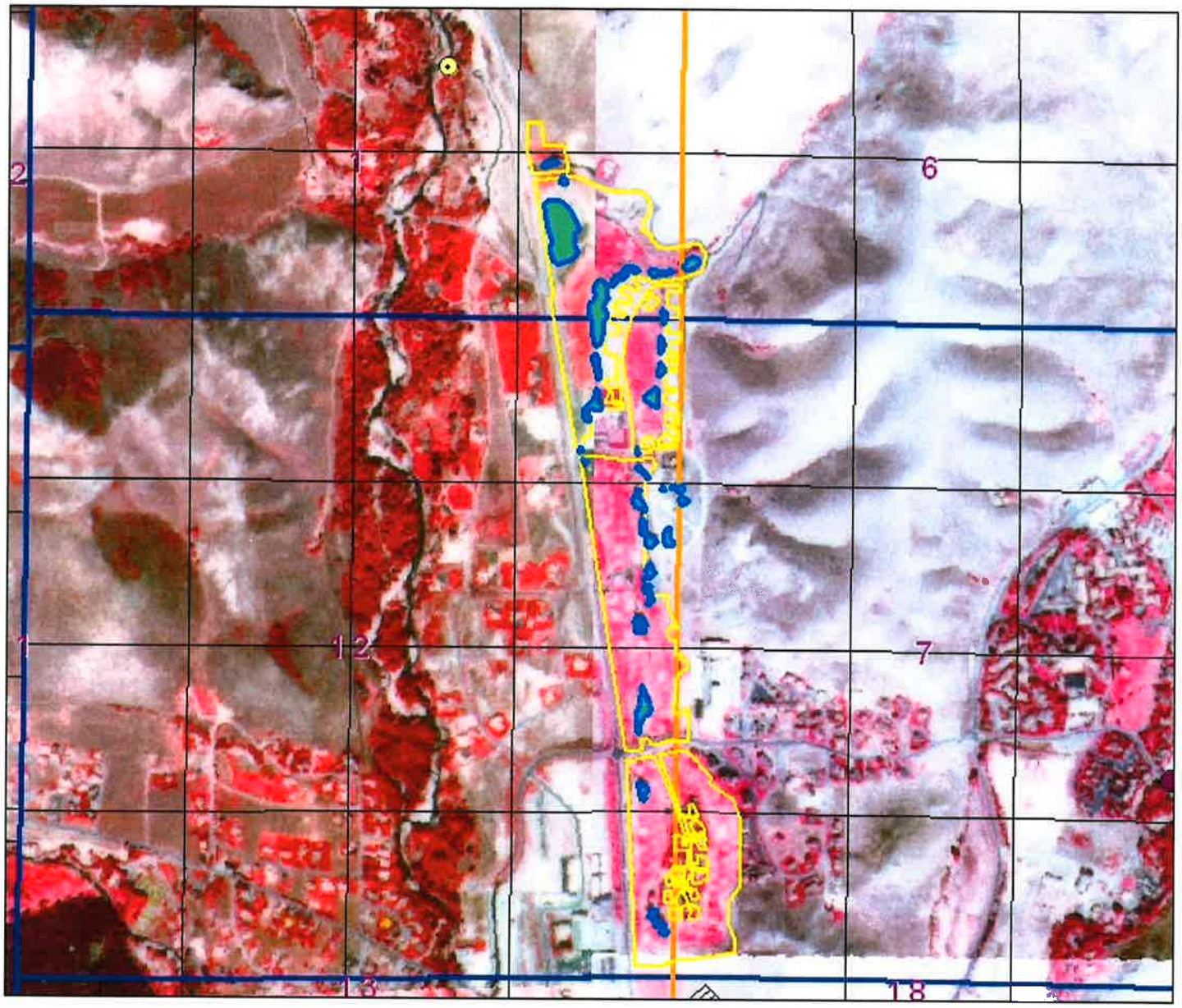
Water from all rights is comingled and distributed through one system to sprinkler irrigate golf course & common area within Big Wood Subd.

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

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 Resource

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



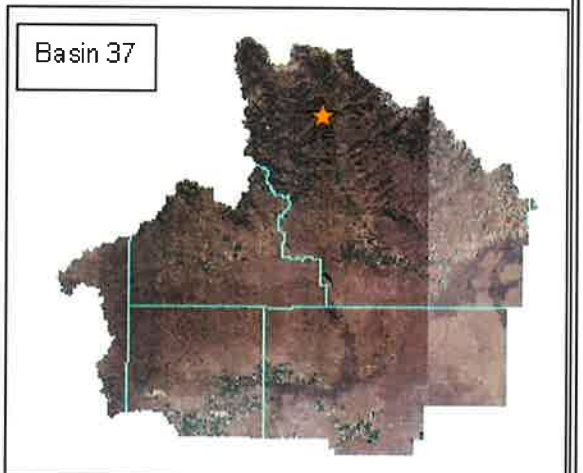
PLACE OF USE
TWP 04N, RNG 17E, SEC 1 and 12
TWP 04N, RNG 18E, SEC 6 and 7
Data Entry on February 26, 2010

★ LOCATION IN BASIN

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

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

N



IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 37-274 V1

WATER RIGHT NUMBER: 37-274 V1

Owner Type	Name and Address
Current Owner	BIG WOOD GOLF COURSE LLC PO BOX 87 SUN VALLEY, ID 83353 (208)438-5678
Directors Report Owner	DAVID M SELLGREN PO BOX 2810 SUN VALLEY, ID 83353 (208)726-8071

Priority Date: 06/01/1882

Basis: Decreed

Status: Active

Source	Tributary
BIG WOOD RIVER	MALAD RIVER

Beneficial Use	From	To	Diversion Rate	Annual Volume
IRRIGATION	04/15	10/31	0.800 CFS	
		Total Diversion:	0.800 CFS	

Location of Point(s) of Diversion

BIG WOOD RIVER NE1/4NW1/4SE1/4 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													1.0			23.0	24.0
04N	17E	12	18.0			14.0									12.0			9.2	53.2
04N	18E	6											.9 L 7						.9
04N	18E	7									4.0 L 3		11.0 L 4						15.0

Total Acres: 93.1

Conditions of Approval:

1. C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.
2. 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.
3. 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.
4. R01 A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 37-276B V1

WATER RIGHT NUMBER: 37-276B V1

Owner Type	Name and Address
Current Owner	BIG WOOD GOLF COURSE LLC PO BOX 87 SUN VALLEY, ID 83353 (208)438-5678
Directors Report Owner	DAVID M SELLGREN PO BOX 2810 SUN VALLEY, ID 83353 (208)726-8071

Priority Date: 06/01/1885

Basis: Decreed

Status: Active

Source	Tributary
BIG WOOD RIVER	MALAD RIVER

Beneficial Use	From	To	Diversion Rate	Annual Volume
IRRIGATION	04/15	10/31	3.680 CFS	
		Total Diversion:	3.680 CFS	

Location of Point(s) of Diversion

BIG WOOD RIVER NE1/4NW1/4SE1/4 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													1.0			23.0	24.0
04N	17E	12	18.0			14.0									12.0			9.2	53.2
04N	18E	6											.9 L 7						.9
04N	18E	7									4.0 L 3		11.0 L 4						15.0

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. 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.
3. C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 37-158C V1

WATER RIGHT NUMBER: 37-158C V1

Owner Type	Name and Address
Current Owner	BIG WOOD GOLF COURSE LLC PO BOX 87 SUN VALLEY, ID 83353 (208)438-5678
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

Source	Tributary
BIG WOOD RIVER	MALAD RIVER

Beneficial Use	From	To	Diversion Rate	Annual Volume
IRRIGATION	04/15	10/31	0.600 CFS	
		Total Diversion:	0.600 CFS	

Location of Point(s) of Diversion

BIG WOOD RIVER NE1/4NW1/4SE1/4 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													1.0			23.0	24.0
04N	17E	12	18.0			14.0									12.0			9.2	53.2
04N	18E	6											.9						.9
													L 7						
04N	18E	7									4.0		11.0						15.0

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.

Identification No. 37-0274

Transfer No. 1739

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

APPLICATION FOR TRANSFER OF WATER RIGHT
To Change the Point of Diversion and/or the Place of Use

APPROVED

1. Name of Right Holder Sprenger Land Investment, Inc.

   Post office address P.O. Box 249 Sun Valley, Idaho 83353

2. Right obtained by: purchase from Ralph Faulkner Land, Inc. (copy of agreement attached)
   (purchase)

   a. Decree to Fred W. Gooding (Name) in Case of S.C. Frost et al.,

      vs. Alturas Water Co., Dated Oct. 6, 1909 in 4th District Court (Name of Court)

      Court. County of Blaine.

   b. License No. _____ issued by the State of Idaho, Department of Reclamation.

3. Source of water Big Wood River (Name of stream or source) tributary to Snake River

4. Date of Priority June 1, 1882

5. Amount of water a. .8 c.f.s. and/or

   b. _____ acre feet/annum

6. Water is used for irrigation from April 15 (Month, Day) to October 15 (Month, Day)

7. Original location of point of diversion is SW ¼ SW ¼ of Section 25,

   Township 5 N, Range 17 E., B.M., in Blaine County;

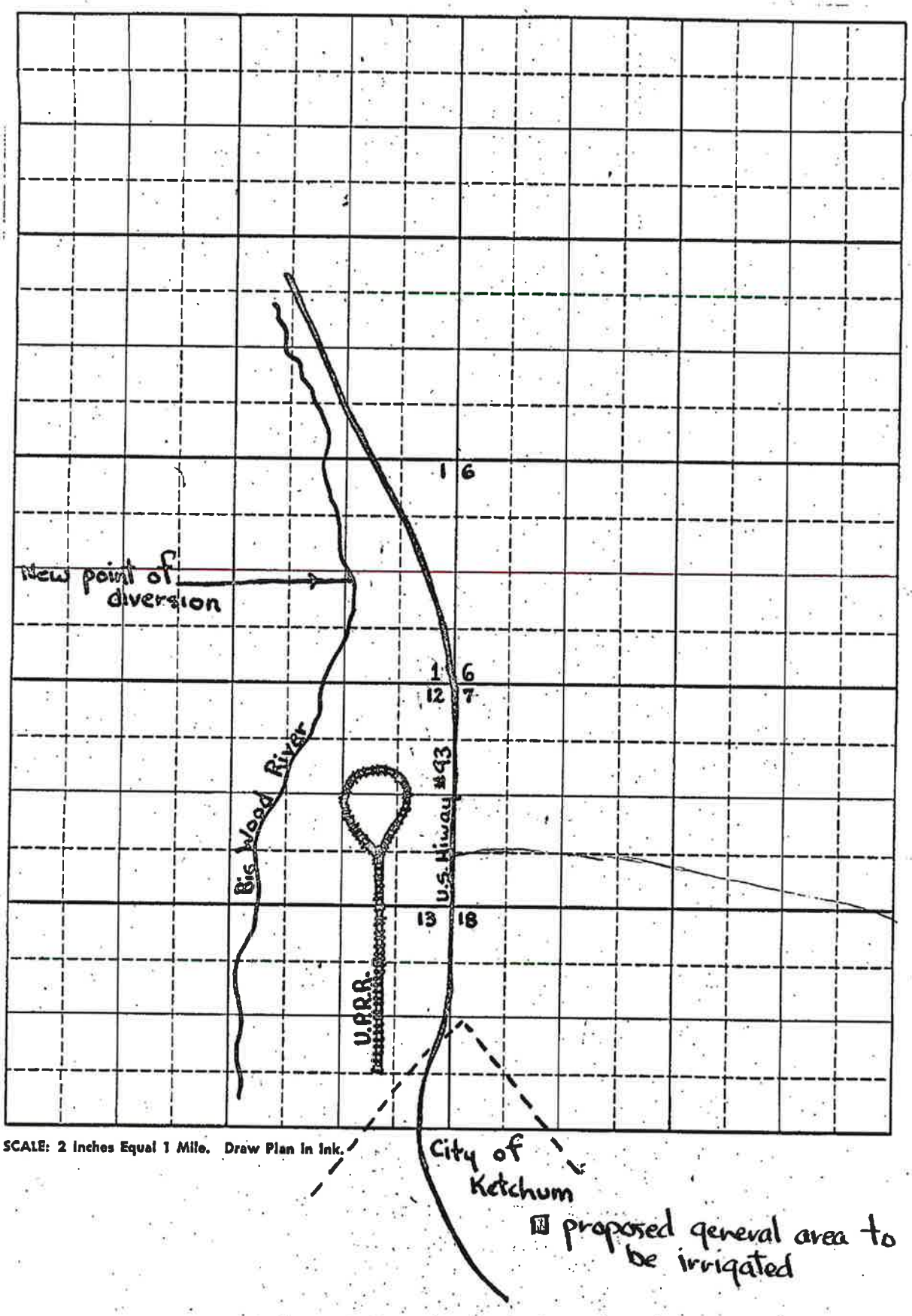
   Additional points of diversion, if any None

8. Lands presently irrigated or place of use: Lot 4, Sec. 1, T 4 N., R 17 E. BM
   (See abstract of priority, # 37-0274)

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	

Total number of acres presently irrigated _____

MICROFILMED



SCALE: 2 Inches Equal 1 Mile. Draw Plan in Ink.

9. If applicant was not the original holder of this right explain how it was acquired: Contract of Purchase (see paragraph # 2. above)

10. CHANGE IN POINT OF DIVERSION

a. Quantity to be diverted at new point: .8 c.f.s. and/or _____ acre feet

b. New point of diversion: NW ¼ SE ¼, Section 1, Township 4 N, Range 17 E, B.M.

c. Description of method of diversion and conveyance from new points of diversion: sump, pump and ditches

d. Is water to be conveyed to the lands previously irrigated? Yes _____ No X.

If not, the place of use should be changed below.

e. Describe the reasons for applying for a change in the point of diversion: New Owner

f. Do you intend to make the transfer permanent? yes

g. Do you intend to abandon completely the old point of diversion? yes

h. Indicate on the above plat the new point of diversion and lands to be irrigated.

11. CHANGE IN PLACE OF USE

a. Describe the new lands on which you wish to use your right.

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
4N	17E	1														20		20	40

Total number of acres to be irrigated 40.00

b. Do you intend to make the transfer permanent? yes

c. Are you completely abandoning the lands previously irrigated by this right? If not, explain your plans:

yes

d. Describe any other water rights that you claim for the new ground upon which you wish to transfer this right: 184 inches purchased 3/11/70 from Hulen Meadows, Inc., and 159.2 inches purchased 6/1/70 from John Feldhusen and Gladys Feldhusen (Application For Transfer of Water Right for both bearing same date as this application).

e. Indicate on the above plat the new land to be irrigated and the point of diversion.

I hereby assert that no one will be injured by such transfer and that the change will be made at my own risk. The information contained in this application is true to the best of my knowledge.

SPRENGER LAND INVESTMENT, INC.

By: Irma Sprenger
(signature of applicant)
President

Subscribed and sworn to before me this 3 day of June, 1971

(notary public)

My commission expires 3-11-73.

APPROVED

ACTION OF STATE RECLAMATION ENGINEER AND CERTIFICATE OF TRANSFER

This is to certify that I have examined Application for Transfer of Water Rights No. 37-0274, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

The applicant shall permanently install and maintain adequate measuring devices of a type approved by this Department.

2. Denial of said application is for the following reasons:

Witness my hand this 12th day of October, 1971.

Director

FOR DEPARTMENT USE ONLY

Receipt #6630

Received by D Date 6-11-71

Protest filed by: Date

Prelim. check by D Date 6-11-71

Fee received by ej Date 6/11/71 Fee $ 30.00

Approved for publication by

Published in Wood River Journal Dates 7-29-71 8-5-71

Hearing held

Watermaster Recommendation sent

R.W.N. 6-8-71

02/24/2010

IDAHO DEPARTMENT OF WATER RESOURCES

RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-274

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

VERIFIED BY ADR KKC 2-25-10

SOURCE: BIG WOOD RIVER TRIBUTARY: MALAD RIVER

QUANTITY: 0.800 CFS
100 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: 06/01/1882

POINT OF DIVERSION:

T04N R17E S1 NENWSE Within BLAINE County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION STORAGE	04/15 10/31	31.8 AFY
IRRIGATION FROM STORAGE	04/15 10/31	89.6 AFY
AESTHETIC STORAGE	01/01 12/31	10.4 AFY
RECREATION STORAGE	01/01 12/31	10.4 AFY
DIVERSION TO STORAGE	04/15 10/31	0.800 CFS

Pond Vol

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

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 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.

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.

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.

COPY

DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

2009 JUL 28 PM 1 36

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

In Re SRBA)
)
Case No. 39576)
)
_____)

Subcase No. 37-158C, 37-274, 37-276B, 37-892A, 37-894B, 37-4269

NOTICE OF COMPLETED ADMINISTRATIVE PROCEEDING

IDWR has completed the following Administrative proceeding: **SUBSTITUTION OF PARTY**

Does the change in "ownership" result in a splitting of the water right claimed? []Yes [X]No

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Reports* for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

Dated: 7/27/09

Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on 7/28, 2009, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

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

2. Copies to:

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

   United States Dept Of Justice
   Environment & Natural Resource Div
   550 West Fort Street MSC 033
   Boise ID 83724

   Big Wood Golf Course LLC
   PO Box 87
   Sun Valley ID 83353

   David Sellgren
   c/o Elizabeth Bosted-Sellgren
   PO Box 85
   Paul ID 83347

   Fritz Haemmerle
   Haemmerle & Haemmerle PLLC
   PO Box 1800
   Hailey ID 83333

   Albert Barker
   Barker Rosholt & Simpson
   PO Box 2139
   Boise ID 83301

   Scott Campbell
   Moffatt Thomas Barrett Rock & Fields
   PO Box 829
   Boise ID 83701

   Craig Hobdey
   Hobdey & Hobdey
   PO Box 176
   Gooding ID 83330

Signature of person or attorney mailing the form

06/30/2009

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

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
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

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.

06/30/2009

IDAHO DEPARTMENT OF WATER RESOURCES

RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-274

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

SOURCE: BIG WOOD RIVER TRIBUTARY: MALAD RIVER

QUANTITY: 0.800 CFS

PRIORITY DATE: 06/01/1882

POINT OF DIVERSION:

T04N R17E S1 NENWSE Within BLAINE County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/15 10/31	0.800 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.

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

Right includes accomplished change in place 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.

06/30/2009

IDAHO DEPARTMENT OF WATER RESOURCES

RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-276B

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

SOURCE: BIG WOOD RIVER TRIBUTARY: MALAD RIVER

QUANTITY: 3.680 CFS

PRIORITY DATE: 06/01/1885

POINT OF DIVERSION:

T04N R17E S1 NENWSE Within BLAINE County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/15 10/31	3.680 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.

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

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

IDAHO DEPARTMENT OF WATER RESOURCES
CLAIMS / RIGHTS NOT RECOMMENDED

W.R. NUMBER	NAME AND ADDRESS	CLAIM DISPOSITION	REASON
37-892A	BIG WOOD GOLF COURSE LLC PO BOX 87 SUN VALLEY ID 83353	Disallowed	Recommended as Right No. 37-894B.

06/30/2009

IDAHO DEPARTMENT OF WATER RESOURCES

RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-894B

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

SOURCE: BIG WOOD RIVER TRIBUTARY: MALAD RIVER

QUANTITY: 3.184 CFS

PRIORITY DATE: 09/01/1920

Pursuant to a call in times of scarcity, this right is senior to all other rights that did not result from developed/saved water in the Big Wood River, as established by and subject to the provisions included within In Re Upper Big Wood River Water Users Assn, et. al., plaintiff vs. S. H. Chapman, Watermaster, Defendant in the District Court of Lincoln County dated 8/28/1922.

POINT OF DIVERSION:

T04N R17E S1 NENWSE Within BLAINE County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/15 10/31	3.184 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 90 acres within the place of use described above in a single irrigation season.

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

Water under this right is deliverable or may be initiated at the time when the Big Wood River near the Glendale Bridge is dammed and all flow of the river can be conveyed into the Bypass canal heading within the NW1/4SE1/4SW1/4 Section 12, T1N, R18E. The amount of water deliverable under this right is proportionate to the prorata share of senior priority water (prior to 6/15/1883) deliverable in the Baseline Bypass and Extension Bypass system. This right is curtailed when all priority rights through the Baseline Bypass and Extension Bypass system are futile or not called for during the irrigation season.

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

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

IDAHO DEPARTMENT OF WATER RESOURCES
CLAIMS / RIGHTS NOT RECOMMENDED

W.R. NUMBER	NAME AND ADDRESS	CLAIM DISPOSITION	REASON
37-4269	BIG WOOD GOLF COURSE LLC PO BOX 87 SUN VALLEY ID 83353	Disallowed	No lawful appropriation shown.

State of Idaho
DEPARTMENT OF WATER RESOURCES
Southern Region, 1341 Fillmore Street, Suite 200 • Twin Falls, Idaho 83301-3380
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

July 28, 2009

BIG WOOD GOLF COURSE LLC
PO BOX 87
SUN VALLEY ID 83353

RE: SRBA Claim(s) 37-158C, 37-274, 37-276B, 37-892A, 37-894B, 37-4269

Dear Claimant:

Please find the enclosed copy of the Notice of Completed Administrative Proceeding, which the department has filed with the SRBA Court regarding the above referenced claims. You have received this notice pursuant to SRBA Court Administrative Order 11 requiring IDWR to report to the court and interested parties any pending changes to adjudication claims in basins for which a Director's Report has been filed with the court.

Please contact this office if you have any questions about the notice or the administrative process.

Sincerely,

Trish Fawcett
Technical Records Specialist

cc: David Sellgren
Haemmerle & Haemmerle PLLC
Barker Rosholt & Simpson
Moffatt Thomas Barrett Rock & Fields
Hobdey & Hobdey

RECEIVED

MAY 07 2009

DEPT. OF WATER RESOURCES
SOUTHERN REGION

Form 42-248/42-1409(6) 10/07

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	-			
	274	-			
	276B	-			
	893A	-			
	894B	-			
	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
PO Box 2810, Sun Valley, ID 83353
BigWood Golf Course LLC

4. New Owner/Claimant(s)

Name Connector (Check one): [ ] and, [ ] or, [ ] and/or

New Mailing Address: PO Box 87

City, State and ZIP Code: Sun Valley, ID 83353

New Telephone Number: (208) 438-5678 720-6589 Email: rbostedoearthlink.net

5. Date you acquired the property _____

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)** Bigwood Golf Course LLC
Elizabeth Bosted-Sellgren, member
(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 J P Stanton Date 5-7-09 Receipt Amt. –
Receipted by – Date – Receipt No. –
Processed by _____ AJ Date _____ WR _____ Date _____

251

FILED

ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY

(Instructions on back of application)

00 FEB -3 AM 8:55

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is: Bigwood Golf Course, L.L.C.

2. The address of the initial registered office is: 291 W. 3rd Street, #16 Ketchum, ID 83340 and the name of the initial registered agent at that address is: David M. Sellgren

3. The mailing address for future correspondence: P. O. Box 87, Sun Valley, Idaho 83353

4. Management of the limited liability company will be vested in:

Manager(s) ☐ or Member(s) ☒ . (please check the appropriate box)

5. If management is to be vested in one or more manager(s), list the name(s) and address(es) of at least one initial manager. If management is to be vested in the members, list the name(s) and address(es) of at least one initial member.

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

6. Signature of at least one person responsible for forming the limited liability company:

David M Sellgren

DAVID M. SELLGREN

g:\corp\forms\LLC1.p65 Revised 8/99

IDAHO SECRETARY OF STATE Receipt for State Filing Only

02/03/2000 09:00
CK: 1968 CT: 24249 BH: 287098

1 @ 100.00 = 100.00 ORGAN LLC # 2

W 11003

No. W 11003

Due no later than February 28, 2007

Annual Report Form

Return to:
SECRETARY OF STATE
700 WEST JEFFERSON
PO BOX 83720
BOISE, ID 83720-0080

NO FILING FEE IF RECEIVED BY DUE DATE

1. Mailing Address. Correct on this box, if applicable
BIGWOOD GOLF COURSE, L.L.C.
PO BOX 87
SUN VALLEY, ID 83353

2. Registered Agent and Office NO PO BOX
DAVID M SELLGREN
291 W 3RD ST #16
KETCHUM, ID 83340

3. New Registered Agent Signature
Elizabeth Bosted-Sellgren

4. Limited Liability Companies: Enter Names and Addresses of Members.

Office held	Name	Street or P.O. Address	City	State	Zip
Member	David Sellgren Estate	Box 87	Sun Valley	ID	83353
Member	William Sellgren	12806 Harney St	Omaha	NE	68154

5. Organized Under the Laws of:
IDAHO
W 11003

6.
Signature Elizabeth Bosted-Sellgren Date 12-14-07
Name (Typed or Printed) ELIZABETH BOSTED Title ESTATE EXECUTOR

Issued 12/01/2006

Do Not Tape or Staple

200702005133

Fold, seal and mail this portion.

Detach at this perforation and discard this lower portion.

INSTRUCTIONS FOR THE IDAHO ANNUAL REPORT FORM

BLOCK 1: Entity name may not be altered through the use of this form. Pay special attention to the mailing address. If the correct mailing address is not given in Block 1, strike it out and write in the correct address. **Note:** To ensure future mailings, the corrected address must be inside Block 1.

BLOCK 2: To change the registered agent or office, strike the incorrect information and write in the correct information. **Note:** The office of the registered agent must be at a street address in Idaho; **not a Post Office Box or Personal Mail Box**

BLOCK 3: Only a **new** registered agent must sign in Block 3.

BLOCK 4: Enter names and business addresses of president, secretary, and directors (for corporations only), managers/members (for LLC's Only), one or more general partners (for LP's only). **Note: Putting "same as last year" or "same as above" or leaving the block blank will not be accepted. Changes here will not affect the address in Block 1. Be sure to include office held for each name listed.**

BLOCK 5: May not be altered through the use of this form.

BLOCK 6: The annual report must be signed by a person authorized to represent the corporation/LLC/LP. Print or type the name and title of the signer below the signature.

**** The Image of this form will be available on the Internet once it is filed. DO NOT enter Social Security Numbers.**

If the (Corporation/Limited Liability Company/Limited Partnership) is no longer doing business in Idaho, you may file the appropriate form and fee. Forms are available on our website at www.idsos.state.id.us. However, if no timely annual report is filed, administrative action will be taken, at no cost to the (Corporation/Limited Liability Company/Limited Partnership) to terminate the legal existence. If you have any questions contact the Commercial Division at (208) 334-2301

DUE NO LATER THAN FEBRUARY 28, 2007

POSTMARK DATES WILL NOT BE ACCEPTED

REV. (9/06)

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

(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.

THOMAS C. PRAGGASTIS NOTARY PUBLIC STATE OF IDAHO

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.

OPERATING AGREEMENT

THIS OPERATING AGREEMENT of BIGWOOD GOLF COURSE, L.L.C., an Idaho Limited Liability Company ("Company") organized pursuant to the Idaho Limited Liability Company Act ("Act") is made and entered into as of this 20 day of NOVEMBER, 2002 by and among the Company and DAVID M. SELLGREN and WILLIAM A. SELLGREN (collectively "Members").

WHEREAS, the Members have organized the Company as an Idaho Limited Liability Company by filing Articles of Organization with the Secretary of State of Idaho, which were accepted by the Secretary of State of Idaho on February 3, 2000.

WHEREAS, the Members desire to enter into this Operating Agreement to set forth the duties, obligations, rights and agreements of the Members as to the conduct and business of the Company.

NOW, THEREFORE, the Members, intending to be bound, hereby agree as follows:

I. NAME AND ORGANIZATION OF COMPANY.

1.1 Name. The name of the Company is BIGWOOD GOLF COURSE, L.L.C. and all business of the Company shall be conducted under that name or under any other name, but in any case, only to the extent permitted by applicable law.

1.2 Principal Office. The principal office of the Company shall be located at 291 W. 3rd Street, #16, Ketchum, Idaho 83340.

1.3 Term. The Company shall be dissolved and its affairs wound up in accordance with the Act and this Operating Agreement on December 31, 2050, unless sooner dissolved in accordance with the Act or this Operating Agreement.

II. NATURE OF BUSINESS

The Company is formed to engage in the operation of a public golf course known as the Bigwood Golf Course. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described herein.

(g) Substitute Member. An Assignee who has been admitted to all of the rights of membership pursuant to the Operating Agreement.

IN WITNESS WHEREOF, this Operating Agreement is executed as of the day and year above written.

BIGWOOD GOLF COURSE, L.L.C.
an Idaho limited liability company

David M Sellgren
By: David M. Sellgren
Its: Member

David M Sellgren
DAVID M. SELLGREN

William A Sellgren
WILLIAM A. SELLGREN

EXHIBIT A

CAPITAL ACCOUNT AND OWNERSHIP INTEREST SCHEDULE

Name	Initial Capital Contribution	Ownership Interest
David M. Sellgren P. O. Box 87 Sun Valley, ID 83353	75% of real property known as Bigwood Golf Course	75%
William A. Sellgren 12806 Harney Street Omaha, NE 68154	25% of real property known as Bigwood Golf Course	25%

STATE OF IDAHO
CERTIFICATION OF VITAL RECOR

STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF HEALTH POLICY AND VITAL STATISTICS

CERTIFICATE OF DEATH

Date Filed: DECEMBER 22, 2005

State File No.: 2005-09861

DECEDENT - LEGAL NAME: DAVID MONROE SELLGREN

SEX	SOCIAL SECURITY NUMBER	AGE	DATE OF BIRTH
MALE	[redacted]	76 YEARS	NOVEMBER 21, 1929

BIRTHPLACE	PLACE OF RESIDENCE
BEVERLY HILLS, CALIFORNIA	TWIN FALLS, IDAHO

MARITAL STATUS AT TIME OF DEATH	NAME OF SURVIVING SPOUSE (If wife, maiden name)	WAS DECEDENT EVER IN U.S. ARMED FORCES?
MARRIED	ELIZABETH RICHTER	YES

FATHER - NAME	BIRTHPLACE
ARTHUR SELLGREN	UNKNOWN/NOT STATED
MOTHER - MAIDEN NAME	BIRTHPLACE
FERN LOCKHART	UNKNOWN/NOT STATED

METHOD OF DISPOSITION	FUNERAL SERVICE LICENSEE
CREMATION	LEWIS A. LENKER

NAME AND ADDRESS OF FUNERAL FACILITY: WHITE MORTUARY, INC., TWIN FALLS, IDAHO

DATE OF DEATH	TIME OF DEATH	CITY, TOWN OR LOCATION OF DEATH	COUNTY OF DEATH
DEC. 15, 2005	5:10 P.M.	KIMBERLY, IDAHO	TWIN FALLS

CAUSE OF DEATH (underlying cause last)

a. ALZHEIMERS DEMENTIA — Approximate Interval Between Onset and Death: 6 MONTHS

DUE TO (or as a consequence of):
b.

DUE TO (or as a consequence of):
c.

DUE TO (or as a consequence of):
d.

OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not resulting in the underlying cause given above: NONE STATED

WAS AN AUTOPSY PERFORMED? NO

MANNER OF DEATH	NAME OF CERTIFIER	TITLE
NATURAL	MATTHEW JOLLEY, M.D.	PHYSICIAN

CORONER SUBSEQUENT CERTIFICATION IF NECESSARY

EXTERNAL CAUSES ONLY

DATE OF INJURY	TIME OF INJURY	PLACE OF INJURY	INJURY AT WORK?

LOCATION WHERE INJURY OCCURRED:

DESCRIPTION OF HOW INJURY OCCURRED:

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF HEALTH POLICY AND VITAL STATISTICS.

DATE ISSUED: DECEMBER 23, 2005

This copy not valid unless prepared on engraved border displaying state seal and signature of the Registrar.

JANE S. SMITH
STATE REGISTRAR

ept. of Wa
Adjudication Bureau
P. O. Box 83720
Boise, ID 83720-0098

FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1A
0004389393
$ 00.87⁰
MAR 08 2007
MAILED FROM ZIPCODE 83702

RECEIVED
[illegible]
DEPARTMENT OF
WATER RESOURCES

37-8921A
37-4269

37-276B
37-158C
37-274

B+8

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: 37-274

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

SOURCE: BIG WOOD RIVER TRIBUTARY: MALAD RIVER

QUANTITY: 0.800 CFS

PRIORITY DATE: 06/01/1882

POINT OF DIVERSION:

T04N R17E S1 NENWSE Within BLAINE County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/15 10/31	0.800 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.

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

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

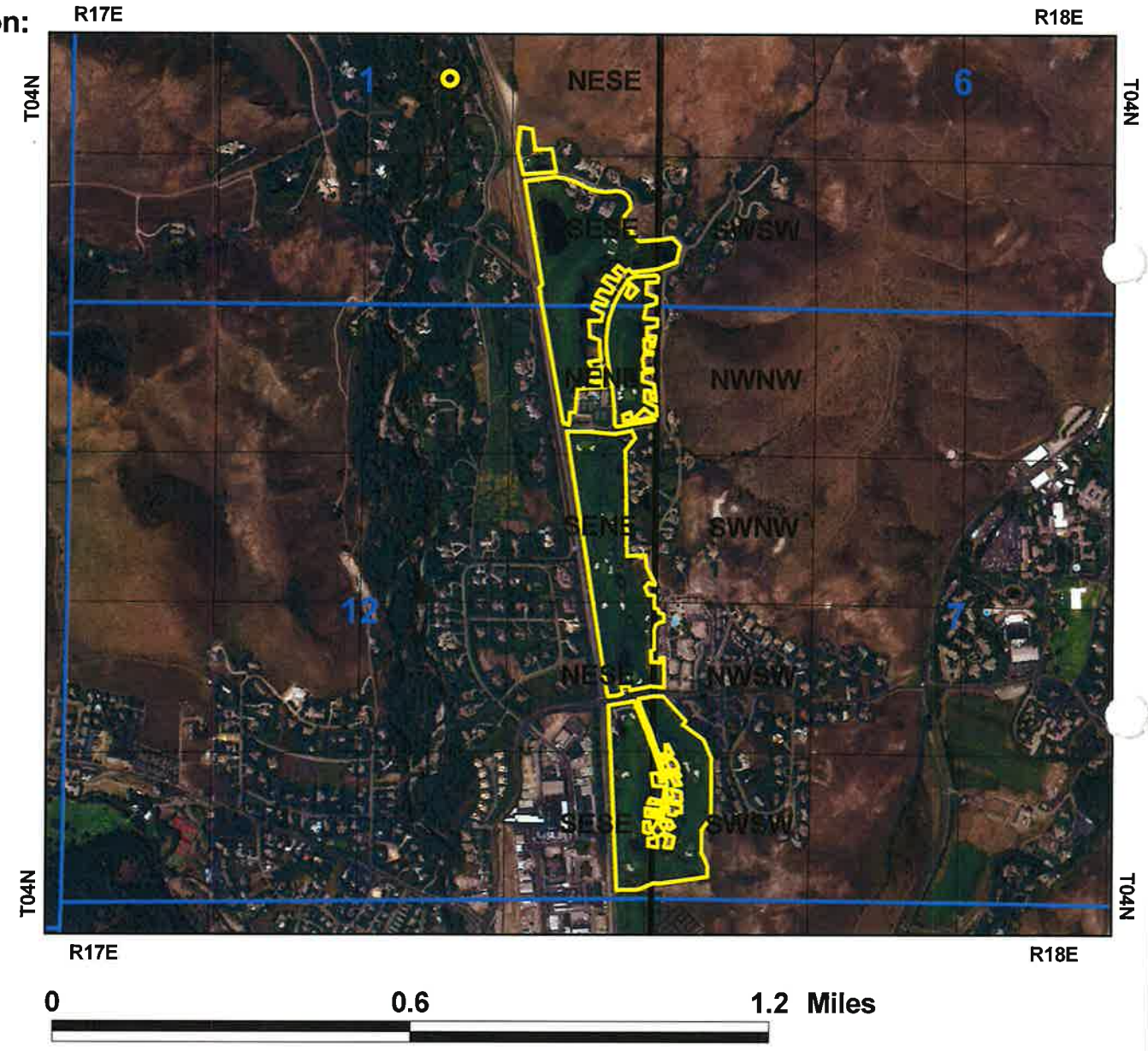
A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.

Idaho Department of Water Resources

SRBA Recommendation:

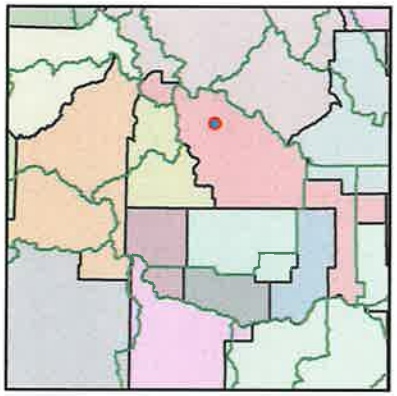
37-274

(Irrigation)



Legend

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



Blaine County
IDWR Basin 37

N

Owner: David M Sellgren

NOTE: Only one owner is listed. There may or may not be more than this in the IDWR database.

Prepared by A. Merritt
On Tuesday, February 13, 2007
2004 Aerial Photography

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

11/12/2006

IDAHO DEPARTMENT OF WATER RESOURCES

PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-274

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

SOURCE: BIG WOOD RIVER TRIBUTARY: MALAD RIVER

QUANTITY: 0.800 CFS

PRIORITY DATE: 06/01/1882

POINT OF DIVERSION:

T04N R17E S1 NWNWSE Within BLAINE County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/15 10/31	0.800 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

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

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

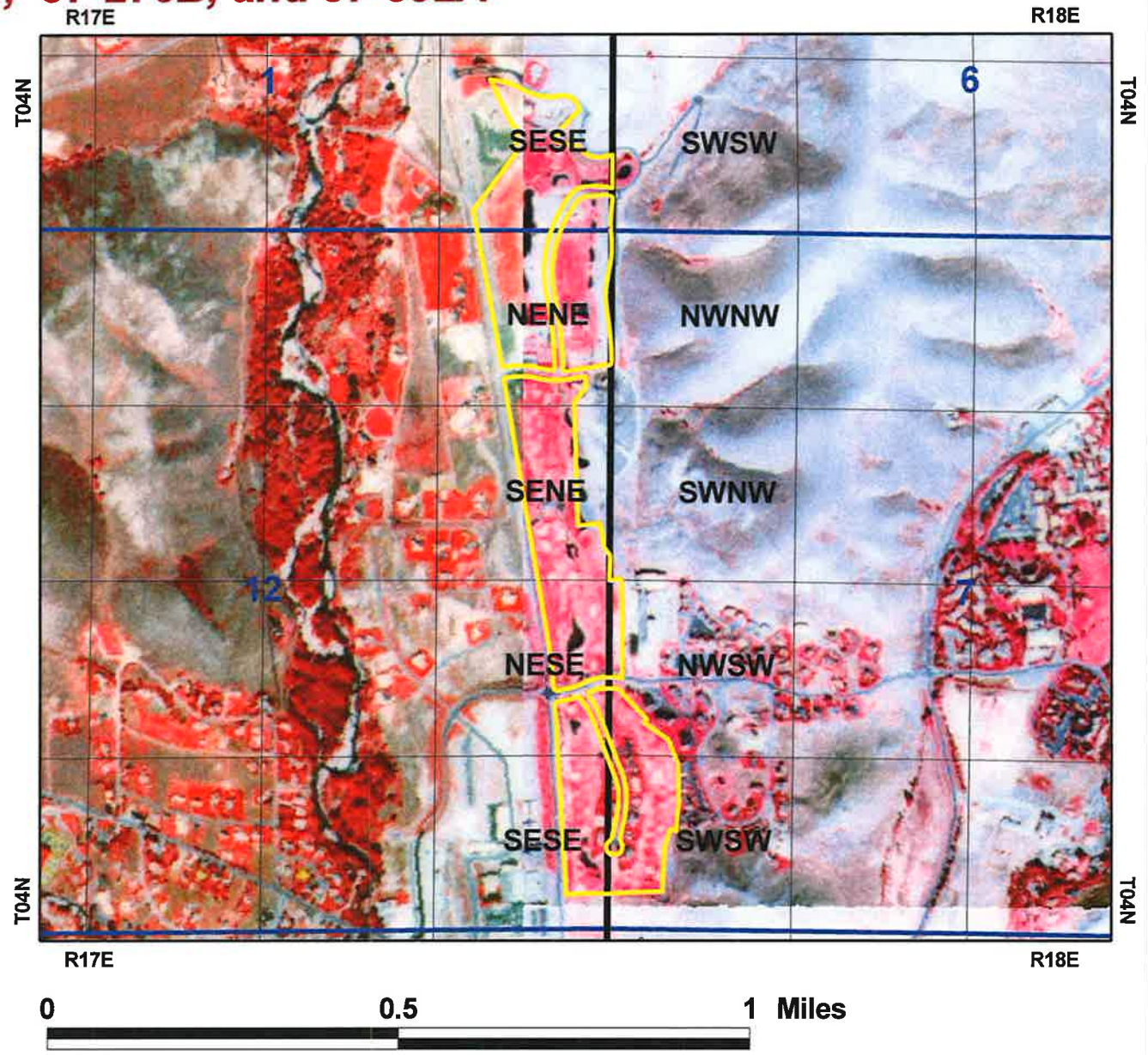
A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.

Idaho Department of Water Resources

SRBA Recommendation:

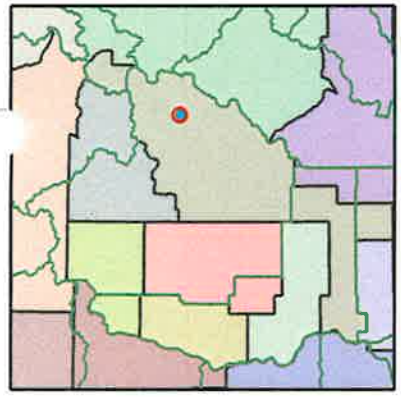
37-158C, 37-274, 37-276B, and 37-892A

(Irrigation)



Legend

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



Blaine County
IDWR Basin 37

N

Prepared by A. Warntjes
On Sunday, November 12, 2006
1987/88 Aerial Photography

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 37-274

WATER RIGHT NUMBER: 37-274

Owner Type	Name and Address
Current Owner	SPRENGER LAND INVESTMENT INC PO BOX 249 SUN VALLEY, ID 83353
Original Owner	FRED W GOODING , ID

Priority Date: 06/01/1882

Basis: Decreed

Status: Active

Source	Tributary
BIG WOOD RIVER	MALAD RIVER

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	/ to /	0.800 CFS	
	Total Diversion:	0.800 CFS	

Location of Point(s) of Diversion

BIG WOOD RIVER NW1/4SE1/4 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														20.0		20.0	40.0

Total Acres: 40

Conditions of Approval:

1. SEE TRANSFER #1739
2. R01 A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.

Remarks:

Comments:

Dates and Other Information:

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 37-274

Licensed Date:
Decreed Date: 12/13/1909
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal:
Owner Name Connector:
Water District Number: 37
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Decree Defendant: Alturas Water Co, et al
Decree Plaintiff: S C Frost, et al
Civil Case Number:
Judicial District: Fourth District
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:

Water Supply Bank:

0245	Gehrig, G. B.	80	inches.	237	June 1, 1898.	Big Wood River.
0246	" "	40	"	267	June 1, 1901.	" " "
0247	" "	40	"	275	June 1, 1902.	" " "
0248	Gehrig, Rosa	250	"	304	July 2, 1906.	" " "
0249	Gibbons, Edward	160	"	120	June 15, 1886.	Corral Creek.
0250	"	50	"	120	June 15, 1886.	Upper Malad River.
0251	"	70	"	124	June 15, 1887.	" " "
0252	Gillihan, J. C.	125	"	136	June 1, 1887. Trans. #3198 3179	Aubrey Spring, a tributary of Silver Creek.
0253	Gilman, John	350	"	51	June 1, 1883.	Croy Creek.
0254	"	100	"	51	June 1, 1883.	Bullion Creek.
0255	(Possibly Superceded by Brown v.S. Reardon) "	15	"	51	June 1, 1883.	Rock Creek.
0256	Godley, Belle	150	"	256	Apr. 1, 1902.	Big Wood River.
0257	Goff, L. L.	25	"	84	June 30, 1884.	Soldier Creek.
0258	" "	75	"	262	June 6, 1901.	" "
0259	Gomes, A. M.	320	"	225	Sept. 28, 1896.	Big Wood River.
0260	Gooding, Frank R.	160	"	78	June 1, 1884.	" " "
0261	" "	240	"	218	Mch. 18, 1896.	" " "
0262	" "	160	"	32	Feb. 22, 1883.	Little Wood River.
0263	" "	72	"	44	May 15, 1883.	" " "
0264	" "	90	"	44	May 26, 1883.	" " "
0265	" "	120	"	69	Apr. 1, 1884.	" " "
0266	" "	70	"	71	Apr. 15, 1884.	" " "
0267	" "	240	"	72	May 15, 1884.	" " " Trans #499, # 1738
0268	" "	110	"	84	June 10, 1884.	" " "
0269	" "	90	"	144	Apr. 1, 1888.	" " "
0270	" "	35	"	172	Jan. 7, 1890.	" " "
0271	Gooding, Fred. W.	60	"	25	June 30, 1882.	" " "
0272	" "	75	"	112	Apr. 1, 1886.	" " "
0273	" "	75	"	112	Apr. 1, 1886.	" " "
0274	" "	40	"	95	June 1, 1882.	Big Wood River.

JUN 04 1996

the Ernest A. Gile tract.

Gooding, Fred. W.

S 1/2 of SW 1/4 of Sec. 11, SE 1/4 of SE 1/4 of Sec. 10, NE 1/4 of NE 1/4 of Sec. 15, and N 1/2 of NW 1/4 of Sec. 14, T. 5 S., R. 16 E., containing 240 acres. W 1/2 of SE 1/4 of Sec. 11, T. 5 S., R. 16 E., containing 80 acres. NE 1/4 of SW 1/4 of Sec. 11, W 1/2 of SW 1/4 and NE 1/4 of SW 1/4 of Sec. 12, T. 5 S., R. 16 E., containing 160 acres. Lot 4, Sec. 1, T. 4 N., R. 17 E., and 120 acres unsurveyed, North, Commencing at NW corner of Sec. 1, T. 4 N., R. 17 E., and running 3/4 of a mile N, 1/4 mile E, 3/4 of a mile S, 1/4 mile W, to beginning. W 1/2 of SE 1/4 and E 1/2 of SW 1/4 of Sec. 31, T. 5 S., R. 15 E., SW 1/4 of NE 1/4 and Lot 2 of Sec. 6, T. 6 S., R. 15 E., containing 240 acres. Section 1, T. 6 S., R. 17 E., containing 640 acres. NE 1/4 of SW 1/4, S 1/2 of SW 1/4, NW 1/4 of SE 1/4 of Sec. 36, T. 5 S., R. 15 E., containing 160 acres. Lots 3 and 4, and S 1/2 of NW 1/4 of Sec. 4, T. 6 S., R. 15 E., containing 160.78 acres. S 1/2 of NE 1/4 of Sec. 31, T. 5 S., R. 15 E., SW 1/4 of NW 1/4 of Sec. 32, T. 5 S., R. 15 E., SE 1/4 of NW 1/4 of Sec. 31, T. 5 S., R. 15 E., containing 200 acres. SE 1/4 of NW 1/4 of Sec. 31, T. 5 S., R. 15 E., containing 80 acres. NE 1/4 of SW 1/4 and NW 1/4 of NE 1/4 of Sec. 11, T. 5 S., R. 16 E., containing 80 acres.

Gooding, Thomas H.

E 1/2 of NW 1/4 and NE 1/4 of SW 1/4 of Sec. 5, T. 6 S., R. 15 E., SW 1/4 of SE 1/4 and SE 1/4

JUN 04 1996

Gomes, A. M.	320 inches.	Sept. 28, 1896.	Big Wood River.
Gooding, Frank R.	160 "	June 1, 1884.	Big Wood River.
" " "	240 "	Mch. 18, 1896.	" " "
" " "	160 "	Feb. 22, 1883.	Little Wood River.
" " "	72 "	May 15, 1883.	" " "
" " "	90 "	May 26, 1883.	" " "
" " "	120 "	Apr. 1, 1884.	" " "
" " "	70 "	Apr. 15, 1884.	" " "
" " "	240 "	May 15, 1884.	" " "
" " "	110 "	June 10, 1884.	" " "
" " "	90 "	Apr. 1, 1888.	" " "
" " "	35 "	Jan. 7, 1890.	" " "
Gooding, Fred. W.	60 "	June 30, 1882.	" " "
" " "	75 "	Apr. 1, 1886.	" " "
" " "	75 "	Apr. 1, 1886.	" " "
" " "	40 "	June 1, 1882.	Big Wood River.
" " "	220 "	May 15, 1883.	" " "
" " "	200 "	June 1, 1885.	" " "
" " "	75 "	May 1, 1893.	" " "
" " "	126 "	May 1, 1895.	" " "
" " "	60 "	Mch. 18, 1896.	" " "
" " "	80 "	Oct. 20, 1902.	" " "
			Also shares in Big Cottonwood Canal Co.
Gooding, Thomas H.	50 "	Apr. 1, 1877.	Little Wood River.
" " "	100 "	Apr. 5, 1885.	" " "
" " "	10 "	Apr. 1, 1887.	" " "
" " "	280 "	Mch. 18, 1896.	Big Wood River.
			Also shares in Big Cottonwood Canal Co.
Gooding, Walter	152 "	June 1, 1884.	Big Wood River.
" "	160 "	May 15, 1897.	" " "

JUN 04 1996

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 Spackman

GARY SPACKMAN
Chief, Water Allocation Bureau

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

DIRK KEMPTHORNE
Governor
KARL J. DREHER
Director

March 3, 2004

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.

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

SCANNED
FEB 10 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 23, 1998

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 Suttton, Sellgren & Sellgren Inc. regarding the transfer application and the appurtenant water rights on the property.

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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,

Corey Skinner, EIT
Dam Safety Section

SCANNED
FEB 10 2004

State of Idano
DEPARTMENT OF WATER RESOURCES
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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.

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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 Suttton, Sellgren & Sellgren Inc. regarding the transfer application and the appurtenant water rights on the property.

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FEB 10 2000

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,

Corey Skinner, EIT
Dam Safety Section

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FEB 10 2004

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 discrepencies 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 occuring 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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