

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 37-482D
Date Received: 9/8/1988
Receipt No: S002094
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

HARRY S RINKER Phone: (714) 979-8300
PO BOX 7250
NEWPORT BEACH CA 92658-7250

2. Date of Priority: 08/01/1884

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
02N	18E	36	SW NW	BLAINE	

5. Description of diverting works:

Wood River Valley Irrigation District #45 canal.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/15	10/15	0.5	177.9

7. Total Quantity Appropriated is:

0.5 C.F.S. and/or 177.9 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
01N	18E	1	NE	NE	IRRIGATION	36
			NW	NE	IRRIGATION	3
			SE	NE	IRRIGATION	20
			Section Acres		59	
01N	19E	6	NW	NW	IRRIGATION	37
			SW	NW	IRRIGATION	39
			SE	NW	IRRIGATION	6
			Section Acres		82	
Total Acres		141				

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:

14. Remarks:

The claim was amended to add 11 acres to the place of use to match the claimed place of use for 37-20624. kkc

OWNERSHIP IS SPLIT THREE WAYS. BASED ON A PORTION OF WR 37-0482A.

11/2/99, CHANGED OWNERSHIP: BLECHMANN TO RINKER AS PER FORM 1409 AND DEED RECD 11/5/98. C.T.

11/3/99, ADDED CHARLES E BROCKWAY AS PERSONAL REPRESENTATIVE AS PER LIMITED POWER OF ATTORNEY RECD 11/5/98. C.T.

1/2/03 tf; claims 37-482C, 37-482D and 37-482E were combined and all are now reflected in 37-482D per approved transfer 5037.

Approval of Transfer 5037 does not grant any right-of-way or easement for use of a delivery system owned by person(s) other than the right owner.

Use of water under this water right will be regulated by the watermaster of State Water District No. 37, Big Wood River, and subject to the policies and procedures of Wood River Valley Irrigation District #45.

The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department at both the diversion from the river and the rediversion from the canal that will provide suitable control of the diversions.

A portion of each right has been identified as river loss resulting from the change in point of diversion authorized under this transfer: 0.01 cfs of Right 37-00482D, 0.08 cfs of Right 37-00113K and 0.03 cfs of Right 37-00705. In addition, 0.20 cfs of Right 37-00705 has been identified as river loss under a previous transfer.

Rights 37-00113K, 37-00482D and 37-00705 when combined shall not exceed a total diversion rate of 6.38 cfs, a total annual diversion volume of 493.5 af at the field headgate, and the irrigation of 141.0 acres.

This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the lands above.

The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.

Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

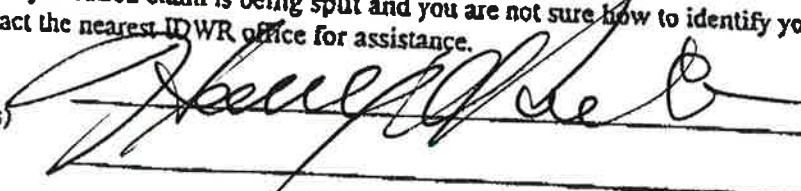
Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.

15. Basis of Claim: Decreed

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

RECEIVED
OCT 23 1998
Department of Water Resources
Southern Region

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right Number(s) SEE ATTACHED QUITCLAIM DEED, WARRANTY DEED & MAP
Adjudication Claim Number(s) _____
 2. The following **REQUIRED** information must be submitted with this form.
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
 - AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
 - OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
 3. Name and Address of Former Owner/Claimant(s) FREDERICK H. BLECHMANN, EMMY BLECHMANN
UWARDA D. DAY
 4. New Owner/Claimant(s) HARRY S. RINKER
New Mailing Address P.O. BOX 7250
City, State and ZIP Code NEWPORT BEACH, CA 92658-7250
New Telephone Number (714) 979 - 8300
 5. Date you acquired the property 10/13/98
 6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
- Number of acres actually irrigated _____ Number and type of stock _____
- Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second
- If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
- Signature of New Owner/Claimant(s)  Date _____
Date _____
- (Corporations or other organizations must submit a list of directors/officers designating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

Order No. 20378

WARRANTY DEED

For Value Received

Uwarda D. Day, a single woman, as to an undivided 2/6 interest; Frederick H. Blechmann, Trustee of the Frederick H. Blechmann Trust Dated April 16, 1986, as to an undivided 3/6 interest; and Emmy Blechmann, a married woman as her sole and separate property, as to an undivided 1/6 interest

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Harry S. Rinker, Trustee under Declaration of Trust dated February 5, 1991
whose address is: P. O. Box 7250, Newport Beach, CA 92658-7250

Hereinafter called the Grantee, the following described premises situated in Blaine County, Idaho, to-wit:

A parcel of land located in Government Lots 4 and 5 and SE1/4 NW1/4 of Section 6, Township 1 North, Range 19 East, Boise Meridian, and in Government Lots 1 and 2 and S1/2 NE1/4 of Section 1, Township 1 North, Range 18 East, Boise Meridian, Blaine County, Idaho, being described as follows:

Commencing at the Northwest corner of Government Lot 4, Section 6, Township 1 North, Range 18 East, B.M., and being the Real Point of Beginning;
thence
S. 89° 21' 37" E., 1289.39 feet to the Northeast corner of said Lot 4;
thence
S. 00° 08' 08" E., 1317.08 feet to the Southeast corner of said Lot 4;
thence
S. 89° 11' 48" E., 1319.77 feet to the Northeast corner of SE1/4 NW1/4 of said Section 6; thence
S. 00° 06' 19" E., 1310.69 feet to the Southeast corner of SE1/4 NW1/4;
thence
N. 89° 15' 22" W., 2608.76 feet to the West quarter corner of said Section 6; thence
S. 89° 56' 20" W., 354.25 feet along the South boundary of NE1/4 of Section 1, Township 1 North, Range 18 East, B.M., to a point on the Easterly boundary of the old railroad right-of-way; thence
N. 30° 39' 06" W., 1219.93 feet along said railroad right-of-way; thence
N. 13° 09' 06" W., 897.89 feet along the railroad right-of-way; thence
N. 30° 39' 06" W., 835.00 feet along the said railroad right-of-way to a point on the North boundary of Section 1, Township 1 North, Range 18 East, Boise Meridian; thence
S. 89° 27' 49" E., 1600.32 feet along the North boundary of said Section 1 to the Real Point of Beginning.

Subject to: Right-of-way executed by Carl M. Grayson and Emily Grayson in favor of Neil Campbell, recorded October 31, 1919, as Instrument No. 44050, records of Blaine County, Idaho should any exist.

THIS WARRANTY DEED MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, AND ONCE SO EXECUTED BY ALL GRANTORS HERETO, EACH SUCH COUNTERPART HEREOF SHALL BE DEEMED TO BE AN ORIGINAL INSTRUMENT, BUT ALL SUCH COUNTERPARTS SHALL CONSTITUTE BUT ONE (1) WARRANTY DEED.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated:

Uwarda D. Day


Emmy Blechmann
Frederick H. Blechmann, Trustee

Case No. 20378

WARRANTY DEED

For Value Received

Uwards D. Day, a single woman, as to an undivided 2/6 interest; Frederick H. Blechmann, Trustee of the Frederick H. Blechmann Trust Dated April 16, 1986, as to an undivided 3/6 interest; and Emmy Blechmann, a married woman as her sole and separate property, as to an undivided 1/6 interest

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Harry S. Rinker, Trustee under Declaration of Trust dated February 5, 1991

whose address is: P. O. Box 7250, Newport Beach, CA 92658-7250

Hereinafter called the Grantee, the following described premises situated in Blaine County, Idaho, to-wit:

a parcel of land located in Government Lots 4 and 5 and SE1/4 NW1/4 of Section 6, Township 1 North, Range 19 East, Boise Meridian, and in Government Lots 1 and 2 and S1/2 NE1/4 of Section 1, Township 1 North, Range 18 East, Boise Meridian, Blaine County, Idaho, being described as follows:

Commencing at the Northwest corner of Government Lot 4, Section 6, Township 1 North, Range 18 East, B.M., and being the Real Point of Beginning; thence S. 89° 21' 37" E., 1289.39 feet to the Northeast corner of said Lot 4; thence S. 00° 08' 08" E., 1317.08 feet to the Southeast corner of said Lot 4; thence S. 89° 11' 48" E., 1319.77 feet to the Northeast corner of SE1/4 NW1/4 of said Section 6; thence S. 00° 06' 19" E., 1310.59 feet to the Southeast corner of SE1/4 NW1/4; thence N. 89° 15' 22" W., 2608.76 feet to the West quarter corner of said Section 6; thence S. 89° 56' 20" W., 354.25 feet along the South boundary of NE1/4 of Section 1, Township 1 North, Range 18 East, B.M., to a point on the Easterly boundary of the old railroad right-of-way; thence N. 30° 39' 06" W., 1219.93 feet along said railroad right-of-way; thence N. 13° 09' 05" W., 897.89 feet along the railroad right-of-way; thence N. 30° 39' 06" W., 835.00 feet along the said railroad right-of-way to a point on the North boundary of Section 1, Township 1 North, Range 18 East, Boise Meridian; thence S. 89° 27' 49" E., 1600.32 feet along the North boundary of said Section 1 to the Real Point of Beginning.

Subject to: Right-of-way executed by Carl M. Grayson and Emily Grayson in favor of Neil Campbell, recorded October 31, 1919, as Instrument No. 44050, records of Blaine County, Idaho should any exist.

THIS WARRANTY DEED MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, AND ONCE SO EXECUTED BY ALL GRANTORS HERETO, EACH SUCH COUNTERPART HEREOF SHALL BE DEEMED TO BE AN ORIGINAL INSTRUMENT, BUT ALL SUCH COUNTERPARTS SHALL CONSTITUTE BUT ONE (1) WARRANTY DEED.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated:

Uwards D. Day
Uwards D. Day

Frederick H. Blechmann, Trustee

Emmy Blechmann

P. 03/03

State of Washington)

County of Pierce)

SS

On October 14, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Uwards D. Day personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature

Residing:

Commission Expires:

Maxine Nafziger
Tacoma, Washington

11/10/00



State of

County of

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared Emmy Blechmann personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature

Residing:

Commission Expires:

State of

County of

On this _____ before me, the undersigned Notary Public in and for said state, personally appeared Frederick H. Blechmann, identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Trustee of the Frederick H. Blechmann Trust dated April 15, 1986, and acknowledged to me he executed the same as such Trustee.

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

Notary Public for

Residing at:

My Commission Expires:

State of

County of

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Uwarda D. Day personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature _____

Residing: _____

Commission Expires: _____

State of IdahoCounty of Blaine

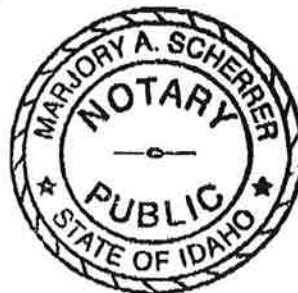
On October 15, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Emmy Blechmann personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature Marjory A. ScherrerResiding: Blaine CountyCommission Expires: 5/15/2004State of IdahoCounty of Blaine

On this October 15, 1998, before me, the undersigned Notary Public in and for said state, personally appeared Frederick H. Blechmann, identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Trustee of the Frederick H. Blechmann Trust dated April 16, 1986, and acknowledged to me he executed the same as such Trustee.

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

Notary Public for Marjory A. ScherrerResiding at: Blaine CountyMy Commission Expires: 5/15/2004

Order No. 205.3

QUITCLAIM DEED

For Value Received

Uwarda D. Day, an unmarried woman; Frederick H. Blechmann, Trustee of the Frederick H. Blechmann Trust Dated April 16, 1986; and Emmy Blechmann, a married woman as her sole and separate property

do hereby convey, release, remise and forever quit claim unto

Harry S. Rinker, Trustee under Declaration of Trust dated February 5, 1991

whose address is: P. O. Box 7250, Newport Beach, CA 92658-7250

the following described premises situated in Blaine County, Idaho, to-wit:

Together with all water rights appurtenant thereto, including but not limited to:

Water Right Numbers

37-0705

Priority Date: 5/31/1883

37-0113

Priority Date: 7/10/1884

37-0482

Priority Date: 8/01/1884

	Period of Use	Diversion Rate	Annual Volume
37-00113K - Irrigation Priority Date: 7/10/1884	4/15 to 10/15	* 4.00 CFS	493.5 AF
37-00482D - Irrigation Priority Date: 8/01/1884	4/15 to 10/15	* 0.50 CFS	177.9 AF
37-00705 - Irrigation Priority Date: 5/31/1883	4/15 to 10/15	* 2.20 CFS	493.5 AF
Source Big Wood River	Total Tributary of Malad River	** 6.38 CFS	** 493.5 AF

Location of Point(s) of Diversion: SWNW, Sec. 36, Township 2N, Range 18E, Blaine County

Place of Use: Irrigation

TWN	RGE	SEC	Acres	Acres	Acres	Total
01N	18E	1	Lot 1 (NENE) 36	Lot 2 (NWNE) 3	SENE 20	59
	19E	6	Lot 4 (NWNW) 37	Lot 5 (SWNW) 39	SENE 6	82
Total number of acres irrigated						**141

together with their appurtenances.

Dated: October 8, 1998

Uwarda D. Day

Emmy Blechmann
Emmy Blechmann

Frederick H. Blechmann, Trustee

Order No. 20378

QUITCLAIM DEED

For Value Received

Uwarda D. Day, an unmarried woman; Frederick H. Blechmann, Trustee of the Frederick H. Blechmann Trust Dated April 16, 1986; and Emmy Blechmann, a married woman as her sole and separate property

do hereby convey, release, remise and forever quit claim unto

Harry S. Rinker, Trustee under Declaration of Trust dated February 5, 1991

whose address is: P. O. Box 7250, Newport Beach, CA 92658-7250

the following described premises situated in Blaine County, Idaho, to-wit:

Together with all water rights appurtenant thereto, including but not limited to:

Water Right Numbers

37-0705

Priority Date: 5/31/1883

37-0113

Priority Date: 7/10/1884

37-0482

Priority Date: 8/01/1884

	Period of Use	Diversion Rate	Annual Volume
37-00113K - Irrigation Priority Date: 7/10/1884	4/15 to 10/15	* 4.00 CFS	493.5 AF
37-00482D - Irrigation Priority Date: 8/01/1884	4/15 to 10/15	* 0.50 CFS	177.9 AF
37-00705 - Irrigation Priority Date: 5/31/1883	4/15 to 10/15	* 2.20 CFS	493.5 AF
	Total	** 6.38 CFS	** 493.5 AF
Source Big Wood River	Tributary of Malad River		

Location of Point(s) of Diversion: SWNW, Sec. 36, Township 2N, Range 18E, Blaine County

Place of Use: Irrigation

TWN	RGE	SEC	Acres	Acres	Acres	Total
01N	18E	1	Lot 1 (NENE) 36	Lot 2 (NWNE) 3	SENE 20	59
	19E	6	Lot 4 (NWNW) 37	Lot 5 (SWNW) 39	SENE 6	82
Total number of acres irrigated						**141

together with their appurtenances.

Dated: October 8, 1998

Uwarda D Day
Uwarda D. Day

Frederick H. Blechmann, Trustee

Emmy Blechmann

State of

County of

On 10-13-98, before me, the undersigned, a Notary Public in and for said State, personally appeared Uwarda D. Day personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature

Residing:

Commission Expires: 11-10-00



State of

County of

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Emmy Blechmann personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature _____

Residing: _____

Commission Expires: _____

State of

County of

On this _____, before me, the undersigned Notary Public in and for said state, personally appeared Frederick H. Blechmann, identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Trustee of the Frederick H. Blechmann Trust dated April 16, 1986, and acknowledged to me he executed the same as such Trustee.

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

Notary Public for _____

Residing at: _____

My Commission Expires: _____

State of

County of

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Uwarda D. Day personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature _____

Residing: _____

Commission Expires: _____

State of IdahoCounty of Blaine

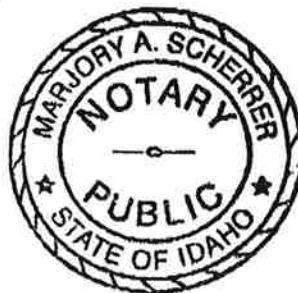
On October 15, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Emmy Blechmann personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature Marjory A. ScherrerResiding: Blaine CountyCommission Expires: 5/15/2004State of IdahoCounty of Blaine

On this October 15, 1998, before me, the undersigned Notary Public in and for said state, personally appeared Frederick H. Blechmann, identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Trustee of the Frederick H. Blechmann Trust dated April 16, 1986, and acknowledged to me he executed the same as such Trustee.

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

Notary Public for Marjory A. ScherrerResiding at: Blaine CountyMy Commission Expires: 5/15/2004

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 37-482D
Date Received: 9/8/1988
Receipt No: S002094
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

HARRY S RINKER Phone: (714)979-8300
PO BOX 7250
NEWPORT BEACH CA USA 926587250

2. Date of Priority: 08/01/1884

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
02N	18E	16	SW NE	BLAINE	

5. Description of diverting works:

HEADGATE #33 & COVE CANAL

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
---------	------	----	--------	------------

7. Total Quantity Appropriated is:
0.166 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
01N	18E	1	NE NE	IRRIGATION	36
			NW NE	IRRIGATION	3
			SE NE	IRRIGATION	20
				Section Acres	59

01N	19E	6	NW	NW	IRRIGATION	37
			SW	NW	IRRIGATION	39
			SE	NW	IRRIGATION	6
Section Acres						82
Total Acres						141

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:

14. Remarks:

The claim was amended to add 11 acres to the place of use to match the claimed place of use for 37-20624. kkc

OWNERSHIP IS SPLIT THREE WAYS. BASED ON A PORTION OF WR 37-0482A.

***** 11/2/99, CHANGED OWNERSHIP: BLECHMANN TO RINKER AS PER FORM 1409 AND DEED RECD 11/5/98. C.T.

11/3/99, ADDED CHARLES E BROCKWAY AS PERSONAL REPRESENTATIVE AS PER LIMITED POWER OF ATTORNEY RECD 11/5/98. C.T.

15. Basis of Claim: Decreed



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

DEPT INTERNET WEB SITE: www/idwr.state.id.us

SOUTHERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

January 16, 2002

CHARLES E BROCKWAY
2016 WASHINGTON N
TWIN FALLS, ID 83301

RE: NEW CLAIM 37-20624 AND AMENDMENTS TO 37-113K, 37-705K, AND 37-482D

Dear Chuck

Enclosed are the computer generated claims based upon my data entry of the claim and amendments you submitted for Harry Rinker. Please review the claims to confirm that no data entry errors were made. Also enclosed is the receipt for the filing fee for 37-20624.

If you have any questions please give me a call.

Sincerely

Kelly K Christensen
Sr Water Resource Agent
E-mail address: kchrste@idwr.state.id.us
enclosures

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 37-482D
Date Received: 9/8/1988
Receipt No: S002094
Received By:

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

1. Name of Claimant(s)

HARRY S RINKER Phone: (714)979-8300
PO BOX 7250
NEWPORT BEACH CA USA 926587250

2. Date of Priority: 08/01/1884

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
02N	18E	16	SW NE	BLAINE	

5. Description of diverting works:

HEADGATE #33 & COVE CANAL

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	0.166	

7. Total Quantity Appropriated is:
0.166 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	
01N	18E	1	NE	NE	1	IRRIGATION	36
			NW	NE	2	IRRIGATION	3
			SE	NE		IRRIGATION	20
			Section Acres			59	
01N	19E	6	SW	NW	5	IRRIGATION	39
			NW	NW	4	IRRIGATION	37
			SE	NW		IRRIGATION	6
			Section Acres			82	
Total Acres						141	

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:

14. Remarks:

OWNERSHIP IS SPLIT THREE WAYS. BASED ON A PORTION OF WR 37-0482A.
***** 11/2/99, CHANGED
OWNERSHIP: BLECHMANN TO RINKER AS PER FORM 1409 AND DEED REC'D 11/5/98. C.T.
11/3/99, ADDED CHARLES E BROCKWAY AS PERSONAL REPRESENTATIVE AS PER LIMITED POWER OF
ATTORNEY REC'D 11/5/98. C.T.

Claim is being amended to add acres to the place of use to reflect better
mapping and acre identification as found during the 1997 transfer filed on this right
and 37-482D and 37-705A. The other claims are being amended also to bring the place
of use up to 141 acres and one additional variable fee of \$11.00 is due for all
claims involved. kkc

15. Basis of Claim: Decreed

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.

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

Signature of Claimant(s):

Charles E Brockway
Power of Attorney

Date: 1/14/02

Date: _____

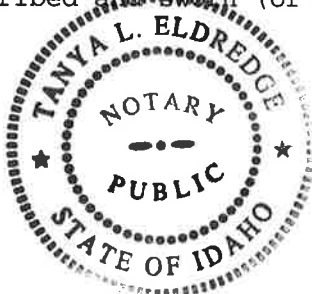
State of Idaho)

County of Twin Falls)

SS.

Subscribed and sworn (or affirmed) before me this

14th day of January 2002



Tanya L. Eldredge
Notary Public

Residing at Twin Falls

My commission Expires 12-18-06

TRANSMITTAL COVER SHEET

TO: WANDA @ FIRST AMERICAN

TITLE IN HAILEY

fax # 788-3121

TOTAL PAGES SENT: 10
(including cover sheet)

DOCUMENT DESCRIPTION: PROFILE REPORTS OF SNAKE RIVER

Basin Adjudication Claims A37-00113K, A37-00113L, A37-00113M,
A37-00482C, A37-00482D, A37-00482E, A37-00705A, A37-00705B, AND A37-00705C
FROM:

IDAHO DEPARTMENT OF WATER RESOURCES

1341 FILLMORE ST, STE 200

TWIN FALLS ID 83301-3380

PHONE: 736-3033

FAX: 736-3037

CHARGES: One (1) free copy
per request, cover sheet not
counted. Two (2) or more
copies per request will cost
\$0.25 per page. (\$0.50
minimum)

Please consider this document as a billing statement.

The charge for your fax copies is: _____ Please remit to the above address.

SENDER: Polly Skinner

COMMENTS: THESE WERE ALL THE SNAKE RIVER BASIN

ADJUDICATION CLAIMS I COULD FIND IN THE NAME OF THE
BLECHMANN'S FOR LOTS 4 AND 5 SECTION 6 (TOWN, R19E) AND
LOTS 1 AND 2 SECTION 1 (TOWN, R18E)

STANDARD
OK
10
00:04:21
912087883121-244305
10/09 09:34

DATE, TIME
FAX NO./NAME
DURATION
PAGE(S)
RESULT
MODE

TIME : 10/09/1998 09:38
NAME : IDWR SOUTHERN REGION
FAX : 2087363037
TEL : 2087363033

TRANSMISSION VERIFICATION REPORT

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: A37-00482D
Date Received: 9/06/1988
Receipt No: 500 2094
Received By: SCC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: FREDERICK H. BLECHMANN TRUST 208-726-3498
Address: P.O. BOX 184
SUN VALLEY, ID 83353

2. Date of Priority: AUG 01, 1884

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
02N	18E	16	SW	NE			BLAINE

5. Description of diverting works:
HEADGATE #33 & COVE CANAL

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.166		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01N	18E	1	NE	NE	1	IRR	30.0
			SE	NE		IRR	20.0

Section Acres 50.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01N	19E	6	NW	NW	4	IRR	30.0
			SW	NW	5	IRR	40.0
			SE	NW		IRR	10.0
Section Acres							80.0
Total Acres							130.0

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:

A37-00705A,B,C, A37-00482C,E, A37-00113K,L,M

14. Remarks:

OWNERSHIP IS SPLIT THREE WAYS. BASED ON A PORTION OF WR
37-0482A.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 12/13/1909

S.C. FROST, ET.AL.

Decree Plaintiff

vs

ALTURAS WATER CO., ET.AL.

Decree Defendant

MICROFILMED
FEB 22 1993

16. Signature(s)

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

Number of attachments: 2

For Organizations:

I do solemnly swear or affirm that I am IRUSTINE of
Delaware H. Nelson Trust Title
that I have signed the foregoing
document in the space below as IRUSTINE of
Delaware H. Nelson Trust Title
and that the statements contained in the
foregoing document are true and correct.

Delaware H. Nelson Trust
Signature of Authorized Agent

IRUSTINE
Title and Organization

9/22/98
Date

State of Idaho

County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 8th day
of September 19 88

Roxanne Storey
Notary Public

Seal

Residing at Buhl, Id

My Commission Expires 6-30-94



FIRST AMERICAN TITLE COMPANY
P.O. Box 756
371 Washington Ave. North
Ketchum, ID 83340
(208) 726-5688 Fax: (208) 726-3567

Agent for:

First American Title Insurance Company

RECEIVED

NOV 05 1998

Department of Water Resources
Southern Region

First American Title Co.
371 Washington North, P. O. Box 756 * Ketchikan, ID 83340
(208) 726-5688

ESCROW NUMBER: 20378

PROPERTY: 55 Gannett/Picabo Road
Blaine County, ID 83313

Parcel located within Government Lots 4 & 5, 6-1N-19E

TODAY'S DATE: 10/15/98

CLOSING DATE: 10/15/98

ESCROW CLOSING STATEMENT OF:

Harry S. Rinker, Trustee

OTHER PARTY:

Uwarda D. Day

Frederick H. Blechmann, Trustee

Emmy Blechmann

BUYER'S CLOSING STATEMENT

DESCRIPTION	DEBITS	CREDITS
Sales Price	1,500,000.00	
Earnest Money Deposit		60,000.00
Prorate Taxes 1/01/98 to 10/13/98 @ \$304.34/12 mos.		237.64
Closing Fee 1/2 Each	1,537.50	
Record Warranty Deed	12.00	
Record Quitclaim Deed	6.00	
Escrow Fee Credit		787.50
Balance Due From Buyer		1,440,530.36
TOTALS	1,501,555.50	1,501,555.50

This statement should be retained by you for Income Tax purposes.

371 . . . First American Title Co.
 . . . ington Ave. North, P. O. Box 756 * Ketchum, ID 83340
 (208) 726-5666

ESCROW NUMBER: 20378
 PROPERTY: 55 Gannett/Picabo Road
 Blaine County, ID 83313
 Parcel located within Government Lots 4 & 5, 6-1N-19E

TODAY'S DATE: 10/08/98
 CLOSING DATE: 10/13/98

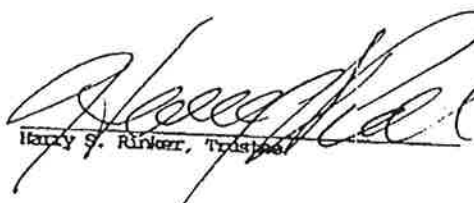
ESCROW CLOSING STATEMENT OF:
 Harry S. Rinker, Trustee

OTHER PARTY:
 Uarda D. Day
 Frederick H. Blechmann, Trustee
 Emy Blechmann

ESTIMATED BUYER'S CLOSING STATEMENT

DESCRIPTION	DEBITS	CREDITS
Sales Price		
Escrow Money Deposit	1,500,000.00	
Prorate Taxes 1/01/98 to 10/13/98 @ \$304.34/12 mos.		60,000.00
Closing Fee 1/2 Each		237.64
Record Warranty Deed	1,537.50	
Record Quitclaim Deed	12.00	
Escrow Fee Credit	6.00	
Subtotals		787.50
Balance Due From Buyer	1,501,555.50	61,025.14
TOTALS	1,501,555.50	1,440,530.36
		1,501,555.50

Date _____
 Statement approved for Buyer by:

 First American Title Co.
 By: ROBERT BENJAMIN

10-08-98 10:14

RECEIVED FROM:2007683121

P.03

OCT-13-1998 12:30

7141979+3327

96%

P.02

TOTAL P.02

ESCROW INSTRUCTIONS

Escrow Number 20378

Officer ROBERT BENJAMIN

Date October 6, 1998

Buyer: Harry S. Rinker, Trustee

To: FIRST AMERICAN TITLE COMPANY, KETCHUM, IDAHO

I hereby agree to purchase the hereinafter described property for a total consideration of \$1500000.00 and will on or before closing hand you said consideration, which is payable as follows:

Cash on closing

I will deliver to you any additional funds and execute any instruments which are necessary to comply with the terms hereof, all of which you may use when you hold for me

Warranty Deed

and when you can issue your standard coverage form policy of title insurance with liability of \$1500000.00, on the property described on attached Order No. 20378

SHOWING TITLE VESTED IN Harry S. Rinker, Trustee under Declaration of Trust dated February 5, 1991

FREE OF ENCUMBRANCES EXCEPT

1. Paragraphs 1-10 of Schedule B of Commitment for Title Insurance, Order No. 20378, a copy of which is attached hereto.

OTHER INSTRUCTIONS:

IF MARKED BY AN [X] PRORATE AND/OR ADJUST THE FOLLOWING AS OF: OCTOBER 13, 1998.

1. ☒ Taxes based on the amount of the last tax statement of the Tax Collector issued prior to the close of escrow. (If the amount of the new tax bill issued by the Tax Collector after close of escrow is more or less than the amount used for proration purposes, the difference, if any, will be adjusted by the parties herein outside of escrow.) Sellers are to forward to buyers any present or future tax bills on property herein.
2. ☐ Levies and assessments of City of Bellevue.
3. ☐ Interest on all existing trust deeds, improvements assessments and/or bonds taken over by Buyers.
4. ☐ Rental per rent statement handed you.
5. ☐ Charge the buyer and credit the seller the amount of any funds held in an impound account, if any, in connection with an existing loan.

I hereby agree to hold you harmless from the failure of the transfer of water to myself regardless of the reason of cause. If any transfer of water is being done, it is an accommodation for me. I understand that you have not made a search of the water rights to this land. I further understand that you are not making any representation and warranty concerning said water rights.

I hereby agree to pay charges including usual Buyers escrow fee and any advances and expenses that are properly chargeable to me regardless of the consummation of this escrow. At the close of escrow, you are to deliver all documents, etc., to the persons entitled thereof.

CLOSING ESCROW INSTRUCTIONS, Page 2
Escrow No. 20378

GENERAL PROVISIONS

All disbursements shall be made by your check. All funds received in this escrow shall be deposited in one or more of your general escrow accounts with any bank doing business in the State of Idaho and may be transferred to any other general escrow account or accounts. Upon specific instructions from all parties to this escrow, you may hold funds as otherwise instructed herein.

The expression "close of escrow" means the date on which instruments referred to herein are filed for record unless otherwise indicated herein.

Recordation of any instruments delivered through this escrow, if necessary or proper in the issuance of a policy of title insurance called for, is hereby authorized.

You are to furnish a copy of these instructions, endorsements thereto, closing statements and/or any other documents deposited in this escrow, to the lender or lenders, the real estate broker or brokers and/or the attorney or attorneys involved in this transaction upon request of such lenders, brokers or attorneys.

Should you, before or after close of escrow, become aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties herein, or any money or property deposited herein or affected hereby, you shall have the right to discontinue any or all further acts on your part until such conflict is resolved to your satisfaction, and you shall have the further right to commence or defend any action or proceedings for the determination of such conflict.

The parties hereto jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees suffered or incurred by you in connection with, or arising out of this escrow, including, but without limiting the generality of the foregoing, a suit in interpleader brought by you.

If any party to this escrow elects to cancel these instructions because of the failure of any party to comply with any of the terms hereof within the time limits provided herein, said party so electing to cancel shall deliver to escrow agent a written notice to the other party and escrow agent demanding that said other party comply with the terms hereof within ten days from the receipt of said notice by escrow agent; that these instructions shall however become voided. When the written notice is delivered to escrow agent by the party so electing to cancel, escrow agent shall within five days thereafter send a copy of said notice to the other party in the manner provided by law and the usual practices of the escrow agent, canceled and escrow agent is thereupon authorized (a) first, to pay to the party electing to cancel any earnest money deposited hereunder by said other party, after deducting any charges; (b) second, to pay to said other party, any other money deposited hereunder by said other party, after deducting any charges remaining unpaid; (c) third, to pay to the party electing to cancel, any money deposited by said party, after deducting any charges remaining unpaid; and (d) fourth, to return all documents deposited hereunder to the party who delivered the same except documents executed by more than one party, which shall be marked "canceled" and retained in the file of escrow agent.

Internal Revenue code Section 601(h) imposes requirements for furnishing, disclosing and including taxpayer identification numbers in tax returns on the part of a residential real estate transaction involving seller-provided financing. The parties understand that the disclosure reporting requirements are the exclusive obligations between the parties to this transaction and that First American Title Company is not required to transmit the taxpayer identification numbers to the Internal Revenue Service or to the parties. First American Title Company is not required to opine concerning the effect of this law on this transaction, and the parties are not acting on any statements made or omitted by the escrow of closing officer.

To facilitate compliance with this law, the parties to this escrow hereby authorize First American Title Company to release a written request to taxpayer identification number to any requesting party who is a party to this transaction. The requesting party shall deliver a written request to escrow prior to the release of the confidentiality regarding their respective taxpayer identification numbers and agree to hold First American Title Company harmless against any fees, costs, or damages incurred and/or suffered in connection with the release of taxpayer identification numbers and the accuracy of any taxpayer identification numbers.

Both Seller and Buyer acknowledge by their signatures below the following: I have been specifically informed that First American Title Company (hereinafter designated "First American") is not licensed to practice law and no legal advice has been offered by First American or any of its employees. I have been further informed that First American is acting only as escrow holder and that it is forbidden by law from offering any advice to my party respecting the merits of this escrow transaction or the nature of the instruments utilized, and that it has not done so. I have not been referred by First American to any named attorney or attorneys or discouraged from seeking advice of my attorney, but have been requested to seek legal counsel of my own choosing at my own expense. If I have doubt concerning any aspect of this transaction, I have been requested to seek legal counsel of my own choosing at my own expense. If I have doubt concerning any aspect of this transaction, I have been requested to seek legal counsel of my own choosing at my own expense. If I have doubt concerning any aspect of this transaction, I have been requested to seek legal counsel of my own choosing at my own expense.

I further declare all instruments to which I am a party, if prepared by First American, have been prepared under the direction of my attorney or myself, in particularly declare that copying legal descriptions from title reports onto forms of deeds, etc., or recouping of legal descriptions or agreements, in, or will be solely at my direction or request.

I have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

My acknowledgments of and/or compliance to my instructions must be in writing. If any "Earnest Money Agreement", "Receipt and Agreements to Purchase" or the like are attached to these instructions and one or more terms of said agreements conflict with or vary from these instructions, these instructions shall, nevertheless, control.

The Seller agrees to sell and the Buyer agrees to buy the property herein described upon the terms hereof.

Buyer: Harold B. Rinker, Trustee

SELLER: Uarda D. Day, Frederick H. Blechmann and Emmy Blechmann

I/we approve of the foregoing instructions, agree to be bound thereof, and agree to sell and will deliver to you papers, instructions and/or funds required from me within the time limits specified herein, which you are authorized to deliver when you can issue your policy of title insurance as set forth above. You are instructed to use the money and record the instruments to comply with said escrow instructions and to pay all encumbrances of record necessary, without further approval including prepayment penalties to show title as herein provided. I agree to pay your usual sellers escrow fee, drawing of documents and such other charges which are advanced for my account regardless of the consummation of this escrow. I also agree to pay the policy of title insurance premium and recording fees which are properly chargeable to me.

At the close of this escrow, you are to mail any documents and your check or check payable to Sellers.

Seller: Uarda D. Day
Frederick H. Blechmann, Trustee
Seller: Emmy Blechmann
Seller: Emmy Blechmann

CLOSING ESCROW INSTRUCTIONS, Page 2
Escrow No. 20378

GENERAL PROVISIONS

All disbursements shall be made by your check. All funds received in this escrow shall be deposited in one or more of your general escrow accounts with any bank doing business in the State of Idaho and may be transferred to any other general escrow account or accounts. Upon specific instructions from all parties to this escrow, you may hold funds as otherwise instructed herein.

The expression "close of escrow" means the date on which instruments referred to herein are filed for record unless otherwise indicated herein.

Recordation of any instruments delivered through this escrow, if necessary or proper in the issuance of a policy of title insurance called for, is hereby authorized.

You are to furnish a copy of these instructions, amendments thereto, closing statements and/or any other documents deposited in this escrow, to the lender or lenders, the real estate broker or brokers and/or the attorney or attorneys involved in this transaction upon request of such lenders, brokers or attorneys.

Should you, before or after close of escrow, receive or become aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, you shall have the right to discontinue any or all further acts on your part until such conflict is resolved to your satisfaction, and you shall have the further right to commence or defend any action or proceedings for the determination of such conflict.

The parties hereto jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees suffered or incurred by you in connection with, or arising out of this escrow, including, but without limiting the generality of the foregoing, a suit in interpleader brought by you.

If any party to this escrow selects to cancel these instructions because of the failure of any party to comply with any of the terms hereof within the time limits provided herein, said party so electing to cancel shall deliver to escrow agent a written notice to the other party and escrow agent demanding that said other party comply with the terms hereof within ten days from the receipt of said notice by escrow agent. When the written notice is delivered to escrow agent by the party so electing to cancel, escrow agent shall within five days thereafter send a copy of said notice to the other party in the manner provided by law and the usual practices of the escrow agent. In the event said other party shall fail within said ten day period to comply with all of the terms hereof, these instructions shall become canceled and escrow agent is thereupon authorized: (a) first, to pay to the party electing to cancel any earnest money deposited hereunder by said other party, after deducting any charges; (b) second, to pay to said other party, any other money deposited hereunder by said other party, after deducting any charges remaining unpaid; (c) third, to pay to the party electing to cancel, any money deposited by said party, after deducting any charges remaining unpaid; and (d) fourth, to return all documents deposited hereunder to the party who delivered the same except documents executed by more than one party, which shall be marked "canceled" and retained in the files of escrow agent.

Internal Revenue Code Section 6109(N) imposes requirements for furnishing, disclosing and including taxpayer identification numbers in tax returns on the parties to a residential real estate transaction involving seller-provided financing. The parties understand that the disclosure reporting requirements are the exclusive obligations between the parties to this transaction and that First American Title Company is not obligated to transmit the taxpayer identification numbers to the Internal Revenue Service or to the parties. First American Title Company is not rendering an opinion concerning the effect of this law on this transaction, and the parties are not acting on any statements made or omitted by the escrow or closing officer.

To facilitate compliance with this law, the parties to this escrow hereby authorize First American Title Company to release any party's taxpayer identification number to any requesting party who is a party to this transaction. The requesting party shall deliver a written request to escrow prior to the release of the confidentiality regarding their respective taxpayer identification numbers and agree to hold First American Title Company harmless against any fees, costs, or judgments incurred and/or awarded in connection with the release of taxpayer identification numbers and the accuracy of any taxpayer identification numbers.

Both seller and buyer acknowledge by their signatures herein the following: I have been specifically informed that First American Title Company (hereinafter designated "First American") is not licensed to practice law and no legal advice has been offered by First American or any of its employees. I have been further informed that First American is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature of the instruments utilized, and that it has not done so. I have not been referred by First American to any named attorney or attorneys or discouraged from seeking advice of any attorney, but have been requested to seek legal counsel of my own choosing at my own expense, if I have doubt concerning any aspect of this transaction.

I further declare all instruments to which I am a party, if prepared by First American, have been prepared under the direction of my attorney or myself, am particularly desirous that copying legal descriptions from title reports onto forms of deeds, etc., or reforming of legal descriptions or agreements, is, or will be solely at my direction or request.

I have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

Any amendments of and/or supplement to my instructions must be in writing. If any "Earnest Money Agreements", "Receipt and Agreements to Purchase" or the like are attached to these instructions and one or more terms of said agreements conflict with or vary from these instructions, these instructions shall, nevertheless, control.

The Seller agrees to sell and the Buyer agrees to buy the property herein described upon the terms hereof.

Buyer Harry S. Rinker, Trustee

SELLER: Uwarda D. Day, Frederick H. Blechmann and Emmy Blechmann

I/We approve of the foregoing instructions, agree to be bound thereof, and agree to sell and will deliver to you papers, instructions and/or funds required from me within the time limits specified herein, which you are authorized to deliver when you can issue your policy of title insurance as set forth above. You are instructed to use the money and record the instruments to comply with said escrow instructions and to pay all encumbrances of record necessary, without further approval including prepayment penalties to show title as herein provided. I agree to pay your usual sellers escrow fee, drawing of documents and such other charges which are advanced for my account regardless of the consummation of this escrow. I also agree to pay the policy of title insurance premium and recording fees which are properly chargeable to me.

At the close of this escrow, you are to mail any documents and your check or check payable to Sellers.

Uwarda P. Day
Seller Uwarda D. Day

Seller Frederick H. Blechmann, Trustee

Seller Emmy Blechmann

Order No. 20378

RECEIVED

NOV 05 1998

WARRANTY DEED

For Value Received

Department of Water Resources
Southern Region

Uwarda D. Day, a single woman, as to an undivided 2/6 interest; Frederick H. Blechmann, Trustee of the Frederick H. Blechmann Trust Dated April 16, 1986, as to an undivided 3/6 interest; and Emmy Blechmann, a married woman as her sole and separate property, as to an undivided 1/6 interest

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Harry S. Rinker, Trustee under Declaration of Trust dated February 5, 1991
whose address is: P. O. Box 7250, Newport Beach, CA 92658-7250

Hereinafter called the Grantee, the following described premises situated in Blaine County, Idaho, to-wit:

A parcel of land located in Government Lots 4 and 5 and SE1/4 NW1/4 of Section 6, Township 1 North, Range 19 East, Boise Meridian, and in Government Lots 1 and 2 and S1/2 NE1/4 of Section 1, Township 1 North, Range 18 East, Boise Meridian, Blaine County, Idaho, being described as follows:

Commencing at the Northwest corner of Government Lot 4, Section 6, Township 1 North, Range 18 East, B.M., and being the Real Point of Beginning;
thence
S. 89° 21' 37" E., 1289.39 feet to the Northeast corner of said Lot 4;
thence
S. 00° 08' 08" E., 1317.08 feet to the Southeast corner of said Lot 4;
thence
S. 89° 11' 48" E., 1319.77 feet to the Northeast corner of SE1/4 NW1/4 of said Section 6; thence
S. 00° 06' 19" E., 1310.69 feet to the Southeast corner of SE1/4 NW1/4;
thence
N. 89° 15' 22" W., 2608.76 feet to the West quarter corner of said Section 6; thence
S. 89° 56' 20" W., 354.25 feet along the South boundary of NE1/4 of Section 1, Township 1 North, Range 18 East, B.M., to a point on the Easterly boundary of the old railroad right-of-way; thence
N. 30° 39' 06" W., 1219.93 feet along said railroad right-of-way; thence
N. 13° 09' 06" W., 897.89 feet along the railroad right-of-way; thence
N. 30° 39' 06" W., 835.00 feet along the said railroad right-of-way to a point on the North boundary of Section 1, Township 1 North, Range 18 East, Boise Meridian; thence
S. 89° 27' 49" E., 1600.32 feet along the North boundary of said Section 1 to the Real Point of Beginning.

Subject to: Right-of-way executed by Carl M. Grayson and Emily Grayson in favor of Neil Campbell, recorded October 31, 1919, as Instrument No. 44050, records of Blaine County, Idaho should any exist.

THIS WARRANTY DEED MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, AND ONCE SO EXECUTED BY ALL GRANTORS HERETO, EACH SUCH COUNTERPART HEREOF SHALL BE DEEMED TO BE AN ORIGINAL INSTRUMENT, BUT ALL SUCH COUNTERPARTS SHALL CONSTITUTE BUT ONE (1) WARRANTY DEED.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated:

Uwarda D. Day


Emmy Blechmann
Frederick H. Blechmann, Trustee

Case No. 20378.

RECEIVED

NOV 05 1998

Department of Water Resources
Southern Region

WARRANTY DEED

For Value Received

Uwanda D. Day, a single woman, as to an undivided 2/6 interest; Frederick H. Blechmann, Trustee of the Frederick H. Blechmann Trust Dated April 16, 1986, as to an undivided 3/6 interest; and Emmy Blechmann, a married woman as her sole and separate property, as to an undivided 1/6 interest

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Harry S. Rinker, Trustee under Declaration of Trust dated February 5, 1991

whose address is: P. O. Box 7250, Newport Beach, CA 92658-7250

Hereinafter called the Grantee, the following described premises situated in Blaine County, Idaho, to-wit:

A parcel of land located in Government Lots 4 and 5 and SE1/4 NW1/4 of Section 6, Township 1 North, Range 19 East, Boise Meridian, and in Government Lots 1 and 2 and SE1/2 NE1/4 of Section 1, Township 1 North, Range 18 East, Boise Meridian, Blaine County, Idaho, being described as follows:

Commencing at the Northwest corner of Government Lot 4, Section 6, Township 1 North, Range 18 East, B.M., and being the Real Point of Beginning; thence S. 89° 21' 37" E., 1289.39 feet to the Northeast corner of said Lot 4; thence S. 00° 08' 08" E., 1317.08 feet to the Southeast corner of said Lot 4; thence S. 89° 11' 48" E., 1319.77 feet to the Northeast corner of SE1/4 NW1/4 of said Section 6; thence S. 00° 06' 19" E., 1310.89 feet to the Southeast corner of SE1/4 NW1/4; thence N. 89° 15' 22" W., 2608.76 feet to the West quarter corner of said Section 6; thence S. 89° 56' 20" W., 354.25 feet along the South boundary of NE1/4 of Section 1, Township 1 North, Range 18 East, B.M., to a point on the Easterly boundary of the old railroad right-of-way; thence N. 30° 39' 06" W., 1219.93 feet along said railroad right-of-way; thence N. 13° 09' 06" W., 897.89 feet along the railroad right-of-way; thence N. 30° 39' 06" W., 835.00 feet along the said railroad right-of-way to a point on the North boundary of Section 1, Township 1 North, Range 18 East, Boise Meridian; thence S. 89° 27' 49" E., 1600.32 feet along the North boundary of said Section 1 to the Real Point of Beginning.

Subject to: Right-of-way executed by Carl M. Grayson and Emily Grayson in favor of Neil Campbell, recorded October 31, 1919, as Instrument No. 44030, records of Blaine County, Idaho should any exist.

THIS WARRANTY DEED MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, AND ONCE SO EXECUTED BY ALL GRANTORS HERETO, EACH SUCH COUNTERPART HEREOF SHALL BE DEEMED TO BE AN ORIGINAL INSTRUMENT, BUT ALL SUCH COUNTERPARTS SHALL CONSTITUTE BUT ONE (1) WARRANTY DEED.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated:

Uwanda D. Day
Uwanda D. Day

Frederick H. Blechmann, Trustee

Emmy Blechmann

OCT-13-98 TUE 03:14 PM

1ST MER. TITLE (HAILEY)

FAX NO. 208 3121

P. 2

P. 03/03

State of Washington)

County of Pierce) SS

On October 14, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Uwanda D. Day personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature: Marlene Naxson
Residing: Tacoma, Washington
Commission Expires: 11/10/00

State of

County of

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Emmy Blechmann personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature: _____
Residing: _____
Commission Expires: _____

State of

County of

On this _____, before me, the undersigned Notary Public in and for said state, personally appeared Frederick H. Blechmann, identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Trustee of the Frederick H. Blechmann Trust dated April 15, 1986, and acknowledged to me he executed the same as such Trustee.

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

Notary Public for
Residing at:
My Commission Expires:



State of _____
County of _____

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Uwarda D. Day personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature _____
Residing: _____
Commission Expires: _____

State of Idaho
County of Blaine

On October 15, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Emmy Blechmann personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature Marjory A. Scherrer
Residing: Blaine County
Commission Expires: 5/15/2004



State of Idaho
County of Blaine

On this October 15, 1998, before me, the undersigned Notary Public in and for said state, personally appeared Frederick H. Blechmann, identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Trustee of the Frederick H. Blechmann Trust dated April 16, 1986, and acknowledged to me he executed the same as such Trustee.

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

Marjory A. Scherrer
Notary Public for
Residing at: Blaine County
My Commission Expires: 5/15/2004



QUITCLAIM DEED

For Value Received

Uwarda D. Day, an unmarried woman; Frederick H. Blechmann, Trustee of the Frederick H. Blechmann Trust Dated April 16, 1986; and Emmy Blechmann, a married woman as her sole and separate property

do hereby convey, release, remise and forever quit claim unto

Harry S. Rinker, Trustee under Declaration of Trust dated February 5, 1991

whose address is: P. O. Box 7250, Newport Beach, CA 92658-7250

the following described premises situated in Blaine County, Idaho, to-wit:

Together with all water rights appurtenant thereto, including but not limited to:

Water Right Numbers

37-0705

Priority Date: 5/31/1883

37-0113

Priority Date: 7/10/1884

37-0482

Priority Date: 8/01/1884

	Period of Use	Diversion Rate	Annual Volume
37-00113K - Irrigation Priority Date: 7/10/1884	4/15 to 10/15	* 4.00 CFS	493.5 AF
37-00482D - Irrigation Priority Date: 8/01/1884	4/15 to 10/15	* 0.50 CFS	177.9 AF
37-00705 - Irrigation Priority Date: 5/31/1883	4/15 to 10/15	* 2.20 CFS	493.5 AF

Source	Total Tributary of Malad River	** 6.38 CFS	** 493.5 AF
Big Wood River			

Location of Point(s) of Diversion: SWNW, Sec. 36, Township 2N, Range 18E, Blaine County

Place of Use: Irrigation

TWN	RGE	SEC	Acres	Acres	Acres	Total
01N	18E	1	Lot 1 (NENE) 36	Lot 2 (NWNE) 3	SENE 20	59
19E	6	Lot 4 (NWNW) 37	Lot 5 (SWNW) 39	SENE 6	82	
Total number of acres irrigated **141						

together with their appurtenances.

Dated: October 8, 1998

Uwarda D. Day

Emmy Blechmann
Emmy Blechmann

Frederick H. Blechmann
Frederick H. Blechmann, Trustee

RECEIVED

NOV 05 1998

Department of Water Resources
Southern Region

Order No. 20378

QUITCLAIM DEED

For Value Received

Uwarda D. Day, an unmarried woman; Frederick H. Blechmann, Trustee of the Frederick H. Blechmann Trust Dated April 16, 1986; and Emmy Blechmann, a married woman as her sole and separate property

do hereby convey, release, remise and forever quit claim unto

Harry S. Rinker, Trustee under Declaration of Trust dated February 5, 1991

whose address is: P. O. Box 7250, Newport Beach, CA 92658-7250

the following described premises situated in Blaine County, Idaho, to-wit:

Together with all water rights appurtenant thereto, including but not limited to:

Water Right Numbers

37-0705

Priority Date: 5/31/1883

37-0113

Priority Date: 7/10/1884

37-0482

Priority Date: 8/01/1884

	Period of Use	Diversion Rate	Annual Volume
37-00113K - Irrigation Priority Date: 7/10/1884	4/15 to 10/15	* 4.00 CFS	493.5 AF
37-00482D - Irrigation Priority Date: 8/01/1884	4/15 to 10/15	* 0.50 CFS	177.9 AF
37-00705 - Irrigation Priority Date: 5/31/1883	4/15 to 10/15	* 2.20 CFS	493.5 AF
Source Big Wood River	Total Tributary of Malad River	** 6.38 CFS	** 493.5 AF

Location of Point(s) of Diversion: SWNW, Sec. 36, Township 2N, Range 18E, Blaine County

Place of Use: Irrigation

TWN	RGE	SEC	Acres	Acres	Acres	Total
01N	18E	1	Lot 1 (NENE) 36	Lot 2 (NWNE) 3	SENE 20	59
	19E	6	Lot 4 (NWNW) 37	Lot 5 (SWNW) 39	SENW 6	82
Total number of acres irrigated						**141

together with their appurtenances.

Dated: October 8, 1998

Uwarda D Day
Uwarda D. Day

Frederick H. Blechmann, Trustee

Emmy Blechmann

RECEIVED

NOV 05 1998

Department of Water Resources
Southern Region

State of

County of

On 10-13-98, before me, the undersigned, a Notary Public in and for said State, personally appeared Uwarda D. Day personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature

Residing: Jaama, WaCommission Expires: 11-10-00

State of

County of

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Emmy Blechmann personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature _____

Residing: _____

Commission Expires: _____

State of

County of

On this _____, before me, the undersigned Notary Public in and for said state, personally appeared Frederick H. Blechmann, identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Trustee of the Frederick H. Blechmann Trust dated April 16, 1986, and acknowledged to me he executed the same as such Trustee.

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

Notary Public for _____

Residing at: _____

My Commission Expires: _____

State of

County of

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared **Uwarda D. Day** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature _____

Residing: _____

Commission Expires: _____

State of *Idaho*County of *Blaine*

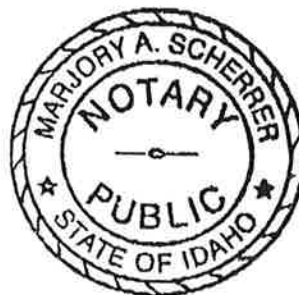
On *October 15, 1998* before me, the undersigned, a Notary Public in and for said State, personally appeared **Emmy Blechmann** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

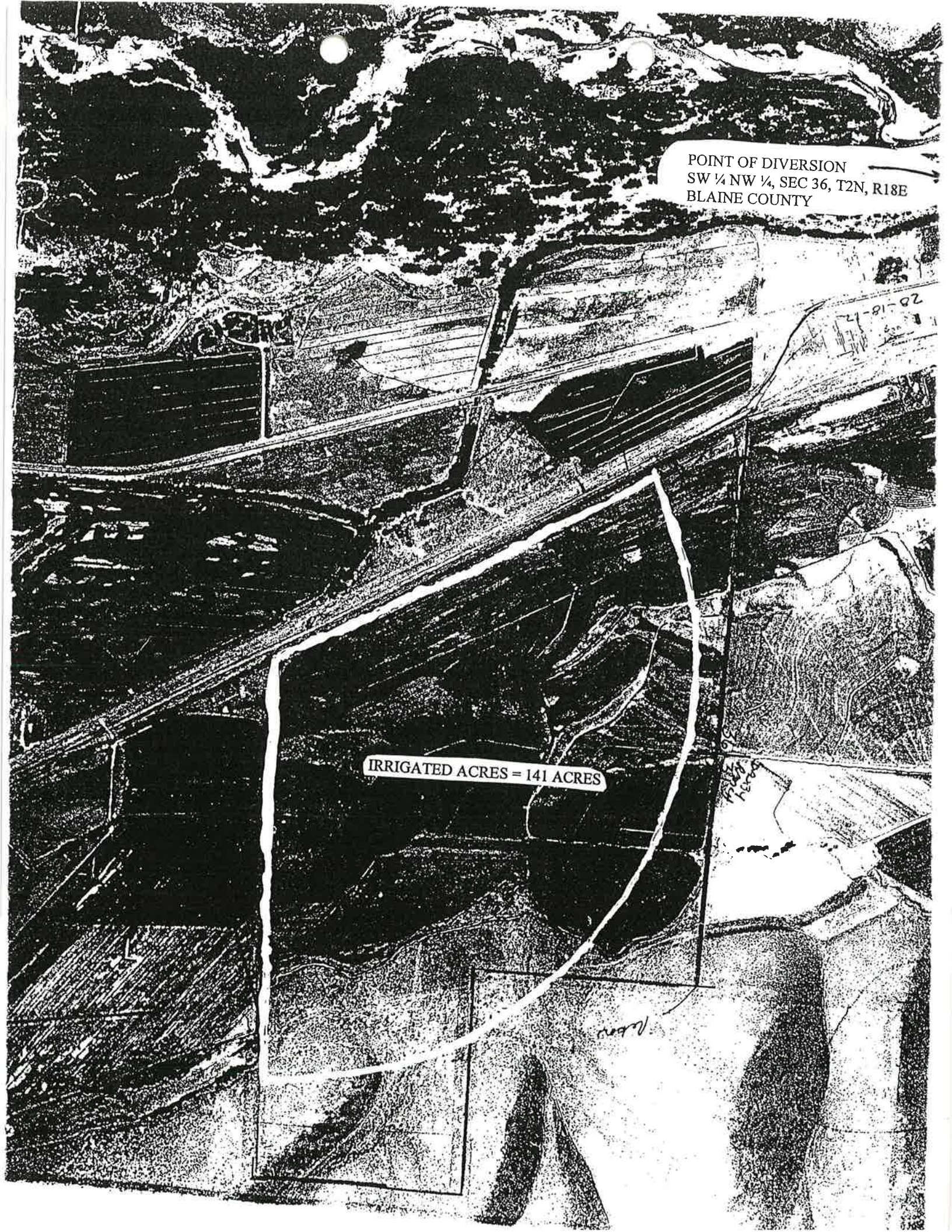
WITNESS my hand and official seal.

Signature *Marjory A. Scherrer*Residing: *Blaine County*Commission Expires: *5/15/2004*State of *Idaho*County of *Blaine*

On this *October 15, 1998* before me, the undersigned Notary Public in and for said state, personally appeared **Frederick H. Blechmann**, identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Trustee of the **Frederick H. Blechmann Trust** dated April 16, 1986, and acknowledged to me he executed the same as such Trustee.

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

Notary Public for *Marjory A. Scherrer*Residing at: *Blaine County*My Commission Expires: *5/15/2004*



POINT OF DIVERSION
SW ¼ NW ¼, SEC 36, T2N, R18E
BLAINE COUNTY

IRRIGATED ACRES = 141 ACRES

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: A37-00482D

Date Received: 9/ 8/1988

Receipt No: S002094

Received By: *C. J. Sawyer Chang*

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: HARRY S RINKER 714-979-8300
Address: PO BOX 7250
NEWPORT BEACH CA 92658-7250

2. Date of Priority: AUG 1, 1884

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
02N	18E	16	SW	NE			BLAINE

5. Description of diverting works:
HEADGATE #33 & COVE CANAL

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.166		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
01N	18E	1	NE	NE	1	IRR	30.0
			SE	NE		IRR	20.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	50.0
	19E	6	NW	NW	4	IRR 30.0
			SW	NW	5	IRR 40.0
			SE	NW		IRR 10.0
					Section Acres	80.0
					Total Acres	130.0

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:

A37-00705A,B,C, A37-00482C,E, A37-00113K,L,M

14. Remarks:

OWNERSHIP IS SPLIT THREE WAYS. BASED ON A PORTION OF WR 37-0482A.

11/2/99, CHANGED OWNERSHIP: BLECHMANN TO RINKER AS PER FORM 1409 AND DEED REC'D 11/5/98. C.T.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 12/13/1909

S.C. FROST, ET.AL.

Decree Plaintiff

ALTURAS WATER CO., ET.AL.

vs Decree Defendant



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

January 13, 2000

**DIRK KEMPTHORNE
GOVERNOR**

**KARL J. DREHER
DIRECTOR**

**CHARLES E BROCKWAY
2016 WASHINGTON N
TWIN FALLS ID 83301**

**RE: OWNERSHIP CHANGE FOR ADJUDICATION CLAIM A37-00113K,
A37-00482D, A37-00705**

Dear Mr. Brockway:

Pursuant to the change in ownership request that has been submitted to the department, we have changed the record of current ownership of the above referenced claims to Harry S. Rinker. We have also added you as the Personal Representative for these claims. Please find the enclosed copies of the computer record of the claims, noting the change in claimant. Review these records and if there is an error, or if you have any questions, please contact this office.

Sincerely,

**Cheryl E. Timm
SRBA Records Clerk**

Enclosure

CT:ct

COPY

RECEIVED

NOV 05 1993

Department of Water Resources
Southern RegionSTATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s).: 37-00113K , 37-00482D , 37-00705
 Adjudication Claim No(s).: _____
2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant FREDERICK H. BLECHMANN, EMMY BLECHMANN, UWARDA D. DAY
P.O. Box 184 , SUN VALLEY ID , 83353
4. New Owner/Claimant(s) HARRY S. RINKER
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
 New Mailing Address P.O. Box 7250
 City, State and ZIP Code NEWPORT BEACH , CA 92658 - 7250
 New Telephone Number (714) 979 - 8300
5. Date you acquired the property 10/13/98
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
 Number of acres you irrigate _____ Number and type of stock _____
 Diversion rate in CFS _____ Number of homes _____ Other uses _____
 If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) Chas E. Buehler
Power Attorney
 (Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

o/c 11/2/99
✓ 1/12/00 DJ

RECEIVED

NOV 05 1998

Department of Water Resources
Southern Region

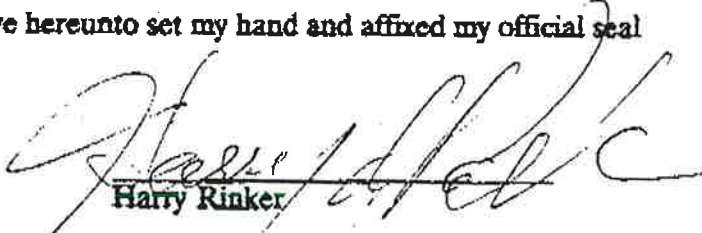
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

I, Harry Rinker, dba Rinker Company, hereby nominate and appoint Charles E. Brockway, of Kimberly, Idaho, as my attorney-in-fact with full authority to act for and on my behalf to undertake any and all acts or matters pertaining to any and all water rights I may own or seek to acquire in Blaine County, Idaho. Additionally, I hereby ratify and confirm any and all such acts on matters as contemplated herein.

My agent is hereby authorized to sign, seal, and deliver, as my act in deed, those said instruments of writing that may be necessary or proper to carry into execution and effect the applications and transfers above-mentioned. Further, I hereby declare that each and every application, transfer, agreement, receipt, or payment which shall be by my said agent given, made or done for the aforesaid purposes shall be as good, valid, and effectual as if they had been signed, sealed, and delivered by me in my own proper person; and I hereby undertake at all times to ratify whatsoever my said agent shall lawfully do or cause to be done in or concerning the said premises by virtue of these presents.

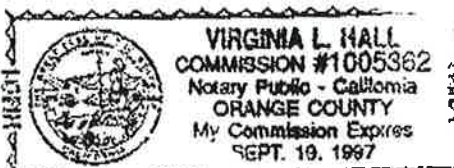
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 1st day of Sept., 1995.


Harry Rinker

CALIF
STATE OF ~~IDAHO~~)
ORANGE) ss.
County of ~~Blaine~~)

On the 1st day of Sept., 1995, before me, a Notary Public, in and for said County and State, personally appeared HARRY RINKER, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



08319501gds


NOTARY PUBLIC FOR ~~IDAHO~~ CALIF.
Residing at: LAGUNA NIGUEL
My commission expires: 9/19/97

COPY

RECEIVED

NOV 05 1998

REAL ESTATE PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS
(Rinker/Blechmann)

Department of Water Resources
Southern Region

This Real Estate Purchase and Sale Agreement and Joint Escrow Instructions ("Agreement"), dated September 26, 1997, by and between **Harry S. Rinker** ("Buyer"), and **Uwarda D. Day**, as to an undivided one-third interest, **Frederick H. Blechmann**, as Trustee of the **Frederick H. Blechmann Trust**, dated April 15, 1986, as to an undivided one-half interest, and **Emmy Blechmann**, a married woman dealing with her sole and separate property, as to an undivided one-sixth interest (collectively "Seller"), constitutes (1) an agreement of purchase and sale between the parties, and (2) joint escrow instructions to the Escrow Agent identified herein.

ARTICLE 1
AGREEMENT OF PURCHASE AND SALE

1.1 Description of Property. Seller owns certain real property consisting of a parcel known as the Blechmann Ranch, 55 Gannett Road, Blaine County, Idaho, consisting of approximately 177.70 acres and legally described as set forth in **Exhibit "A"** attached hereto (the "Land"), together with the water rights, licenses and permits described in **Exhibit "B"** attached hereto (individually the "Water Rights" and collectively, with the Land, the "Property").

1.2 Purchase and Sale Agreement. Execution of this Agreement by both parties creates a binding agreement, effective on the date of execution by the last party to sign ("Effective Date") whereby Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions stated herein.

ARTICLE 2
PURCHASE PRICE; DEPOSIT

2.1 Purchase Price. The total purchase price which Buyer agrees to pay and Seller agrees to accept for the Property ("Purchase Price") is the sum of one million five hundred thousand dollars (\$1,500,000.00). The Purchase Price shall be payable through Escrow as follows:

(a) The initial deposit in the amount of \$60,000.00 ("Deposit") shall be delivered to escrow as provided in Section 2.2(a) upon the Opening of Escrow, as defined in Section 3.3.

(b) The balance of the Purchase Price (that is, the sum of \$1,440,000.00) shall be delivered by Buyer to Escrow Agent in cash, in the form of a cashier's or certified check, or by federally insured wire transfer, on the business day preceding the date scheduled for Close of Escrow.

2.2 Deposit.

(a) Deposit. Buyer shall deliver to escrow the Deposit in the form of a personal check or by federally insured wire transfer. Escrow agent shall invest the Deposit in an interest-bearing account selected by Seller; provided, however, that the Deposit shall not be invested in a manner that may delay its release in accordance with the terms hereof. All interest earned on the Deposit shall be credited to the Buyer.

(b) Credit, Return or Release of Deposits. The Deposit shall be returned to Buyer if this Agreement and the Escrow are terminated for nonsatisfaction of a condition pursuant to Sections 5.1(a), (b) or (c). The deposit shall be released from Escrow and paid to Seller within one (1) business day after the waiver or fulfillment of the condition set forth in Section 4.1. The Deposit shall be credited to Buyer and applied against the Purchase Price at Close of Escrow.

(c) Liquidated Damages. THE PARTIES ACKNOWLEDGE AND AGREE THAT SELLER WILL SUFFER SUBSTANTIAL DAMAGES IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY BY THE CLOSING DATE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT FOR ANY REASON OTHER THAN NONSATISFACTION OF THE CONDITIONS SET FORTH IN THIS AGREEMENT OR DEFAULT BY SELLER. GIVEN FLUCTUATIONS IN LAND VALUES, THE UNPREDICTABLE STATE OF THE ECONOMY AND OF GOVERNMENTAL REGULATIONS, THE FLUCTUATING MONEY MARKET FOR REAL ESTATE LOANS AND OTHER FACTORS WHICH DIRECTLY AFFECT THE VALUE AND MARKETABILITY OF THE PROPERTY, THE PARTIES REALIZE THAT IT WILL BE EXTREMELY DIFFICULT AND IMPRACTICAL, IF NOT IMPOSSIBLE, TO ASCERTAIN WITH ANY DEGREE OF CERTAINTY THE ACTUAL AMOUNT OF SELLER'S DAMAGES IN THE EVENT OF SUCH FAILURE TO PERFORM BY BUYER. THEREFORE, THE PARTIES HEREBY AGREE THAT THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF SUCH DAMAGES, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF EXECUTION OF THIS AGREEMENT, AND THAT SELLER SHALL HAVE THE RIGHT TO RETAIN SAID AMOUNT PLUS ANY AND ALL EXTENSION PRICES PAID PURSUANT TO SECTION 3.4, THOSE REPORTS AND STUDIES REFERRED TO IN SECTION 5.1, AND THE EQUIPMENT REFERRED TO IN SECTION 6.2(d), AS LIQUIDATED DAMAGES, AS SELLER'S SOLE RIGHT TO DAMAGES AS A RESULT OF BUYER'S DEFAULT. SELLER WAIVES ALL RIGHTS SELLER OTHERWISE MAY HAVE TO SPECIFICALLY ENFORCE THIS AGREEMENT.

ARTICLE 3 ESCROW

3.1 Escrow Agent. First American Title Company, 371 Washington Avenue, Ketchum, Idaho, ("Escrow Agent") is designated, authorized and instructed to act as Escrow Agent pursuant to the terms of this Agreement. Escrow Agent shall acknowledge the Opening of Escrow and its agreement to act as the Escrow Agent hereunder by: (a) executing a Consent of Escrow Agent ("Consent") in the form attached hereto as **Exhibit "C"**; and (b) promptly delivering a copy of the executed Consent to Seller and Buyer.

3.2 Escrow Instructions. This Agreement shall constitute initial escrow instructions to Escrow Agent. The parties shall execute any additional escrow instructions reasonably required by Escrow Agent to consummate the transaction provided for herein; provided, however, such additional escrow instructions shall not modify the provisions of this Agreement, unless such instructions (a) state the modification in full, and (b) are signed by both parties. In the event of any conflict or inconsistency between the terms of such additional escrow instructions and the terms of this Agreement, the terms of this Agreement shall control.

3.3 Opening of Escrow. Within one (1) business day after the Effective Date, the parties shall deliver a fully executed copy of this Agreement and Buyer's Deposit to Escrow Agent. Opening of Escrow shall be the date Escrow Agent executes the Consent described in Section 3.1.

3.4 Close of Escrow. "Close of Escrow" or "Closing" means the date Escrow Agent records the warranty deed in favor of Buyer and delivers the Purchase Price to Seller. Escrow shall close on or before the date thirty (30) days after the waiver or fulfillment of the conditions set forth in Section 5.1, or one (1) year after the Opening of Escrow, whichever first occurs, unless Buyer elects to extend the Closing as provided herein. The parties agree Buyer may elect to extend the Closing for six (6) consecutive one (1) month periods if the condition set forth in Section 5.1(a) has not been fulfilled upon payment to Seller of fifteen thousand dollars (\$15,000.00) on the first day of each month during the extended time period ("Extension Price").

3.5 Deliveries to Escrow. Each party shall timely deliver to Escrow the funds and documents required to complete the Closing under the terms of this Agreement prior to the Closing Date, and shall specifically comply with the following:

(a) Seller's Deliveries. Prior to Closing, Seller shall deliver or cause to be delivered to Escrow Agent:

(i) A warranty deed ("Warranty Deed") conveying the Property to Buyer, in form approved by Buyer, subject to the Permitted Exceptions, duly executed and acknowledged in recordable form;

(ii) A quitclaim deed ("Quitclaim Deed") conveying the water rights to Buyer, in form approved by Buyer, duly executed and acknowledged in recordable form;

(iii) Such other documents as may be reasonably necessary to evidence the authority of Seller to convey the Property or to consummate the transactions contemplated herein.

(b) Buyer's Deliveries. At least one business day prior to the Closing, Buyer shall deliver or cause to be delivered to Escrow Agent:

(i) The balance of the Purchase Price, together with such additional funds as may be necessary to cover Buyer's share of the closing costs and prorations hereunder; and

(ii) Such other documents as may be reasonably necessary to evidence the authority of Buyer to consummate the transactions contemplated herein.

3.6 Completion of Documents. Escrow Agent is authorized to complete any documents deposited in Escrow as appropriate and consistent with this Agreement, subject, however, to the instructions and approval of Seller and Buyer.

3.7 Prorations, Escrow Fees and Costs.

(a) Prorations. The following items shall be prorated in Escrow, as of the date of Close of Escrow, based on the most recent information available in the office of the taxing entity: County and special district (if any) taxes and assessments. All prorations shall be made on the basis of a 30-day month and a 360-day year, unless the parties otherwise agree in writing.

(b) Seller's Payments. Seller will pay: (1) the cost of the Title Policy described in Section 4.2; (2) one-half of Escrow Agent's escrow fee or escrow termination charge; and (3) all of other Seller's charges and expenses, in accordance with the customary practices of Escrow Agent.

(c) Buyer's Payments. Buyer will pay: (1) one-half of Escrow Agent's escrow fee or escrow termination charge; (2) the cost of recording the Warranty Deed and the Quitclaim Deed; and (3) all of other Buyer's charges and expenses, in accordance with the customary practices of Escrow Agent.

(d) Termination of Escrow. Notwithstanding the foregoing, in the event of termination of Escrow for any reason other than a party's default, any costs or expenses in connection with said Escrow shall be borne equally by Buyer and

Seller. In the event of a default by Seller or Buyer, the defaulting party shall pay such costs.

3.8 Existing Encumbrances. Escrow Agent is authorized to obtain beneficiary demands and requests for reconveyance (in a form to be approved by Seller) for monetary liens which are not Permitted Exceptions pursuant to Section 4.2, each of which shall be reconveyed at Close of Escrow upon payment of the appropriate release price. Seller has the right to approve all demands and statements described in this Section, and Buyer has the right to approve all beneficiary statements for monetary liens which are Permitted Exceptions, but each party's approval shall not be unreasonably withheld or delayed.

3.9 Distribution of Funds and Documents. At the Close of Escrow, Escrow Agent shall do each of the following:

(a) Payment of Encumbrances. Pay the amount of all existing encumbrances on the Property to the obligees thereof, other than those encumbrances which are Permitted Exceptions pursuant to Section 4.2, utilizing funds to which Seller shall be entitled upon Close of Escrow and funds (if any) deposited in Escrow by Seller.

(b) Recordation of Documents. Submit to the County Recorder of Blaine County the Warranty Deed for the Property, the Quitclaim Deed for the Water Rights, and each other document to be recorded under the terms of this Agreement or by general usage, and, after recordation, cause the County Recorder to mail the Warranty Deed, the Quitclaim Deed and each other such document to the grantee, beneficiary or person acquiring rights thereunder or for whose benefit said document was recorded.

(c) Non-Recorded Documents. Deliver by United States mail (or hold for personal pickup, if requested): (1) to Buyer, the Title Policy; and (2) each other non-recorded document received hereunder to the payee or person acquiring rights thereunder or for whose benefit said document was acquired.

(d) Distribution of Funds. Deliver by United States mail (or comply with other unilateral instructions given by the applicable party): (1) to Seller, or order, the cash portion of the Purchase Price, adjusted for prorations, charges and other credits and debits provided for herein; and (2) to Buyer, or order, any excess funds delivered to Escrow Agent by Buyer.

(e) Conformed Copies. Upon Close of Escrow, Escrow Agent shall deliver to both parties copies of fully executed documents and escrow instructions. Each recorded document shall be conformed to show the recording date and file number.

ARTICLE 4 TITLE MATTERS

4.1 Commitment for Title Insurance.

(a) Delivery to Buyer. Within three (3) business days after the Effective Date, Escrow Agent shall provide to Buyer and Seller, a commitment for title insurance ("Commitment") issued by First American Title Insurance Company ("Title Insurer"), reflecting the status of title to the Property. Escrow Agent shall deliver with the Commitment for title insurance copies of all underlying documents and a plat of all easements referred to therein, and a report of all bonds and assessments constituting a lien against the Property.

(b) Time to Object. Buyer shall have until fifteen (15) business days after receipt of the Commitment, and until seven (7) business days after receipt of any supplement to the Commitment thereto containing exceptions not set forth in the original Commitment, to notify Seller and Escrow Agent, in writing, of his objection to any matter(s) indicated as an exception in the Commitment or such supplement.

(c) No Objection. If Buyer's written objection is not received by Escrow Agent by the stated deadline, Buyer shall be deemed to have approved the Commitment.

(d) Cure of Disapproved Exceptions. If Buyer objects to one or more exceptions indicated in the Commitment, Seller may, at their option, cure Buyer's objection by agreeing, in a written notice delivered to Escrow Agent within five (5) days after receipt of Buyer's disapproval, to eliminate such exception(s) prior to Close of Escrow or to otherwise ameliorate the same to Buyer's satisfaction; provided, however, Seller shall agree to cure all monetary and mechanic's liens. If Seller does not elect to cure each disapproved exception, Buyer shall have the right within ten (10) days after Buyer's disapproval: (1) to waive his disapproval and proceed with the acquisition of the Property; or (2) to terminate this Agreement and the Escrow, in which event the Deposits plus all interest accrued thereon shall be returned. If Seller fails to remove any disapproved exception prior to the Closing Date after Seller has elected to do so, it shall constitute a material default by Seller hereunder.

4.2 Title Insurance. Prior to Close of Escrow, Title Insurer shall have issued, or be committed to issue, at Seller's sole cost, a standard form owner's title insurance policy ("Title Policy") insuring Buyer's title to the Property in the amount of the Purchase Price, subject only to the following permitted exceptions ("Permitted Exceptions"):

- (a) current, non-delinquent real estate taxes and assessments;

(b) a right of way executed by Carl M. Grayson and Emily Grayson in favor of Neil Campbell, recorded October 31, 1919, as Instrument No. 44050, records of Blaine County, Idaho;

(c) matters shown on the survey recorded as Instrument No. 337989 and corrected by survey recorded as Instrument No. 344765, records of Blaine County, Idaho;

(d) requirements shown on the Application and Permit recorded as Instrument No. 352843, records of Blaine County, Idaho;

(e) the matters set forth in the Commitment and approved by Buyer pursuant to Section 4.1;

(f) any other matters approved in writing by Buyer; and

(g) matters excepted or excluded from coverage by the printed terms of the Title Policy's standard form.

Buyer shall have the right to obtain ALTA Extended Coverage Title Insurance should it so desire, provided (i) Buyer shall pay for any survey and for any increased title premium in connection therewith, and (ii) Buyer's obtaining such extended coverage shall not delay the Close of Escrow.

ARTICLE 5 CONDITIONS TO CLOSE OF ESCROW

5.1 Buyer's Conditions of Closing. In addition to the other terms and provisions of this Agreement which give Buyer the right to terminate this Agreement and the Escrow created pursuant hereto, Buyer's obligation to purchase the Property from Seller shall be subject to the occurrence and/or satisfaction of the following conditions (or Buyer's written waiver thereof, it being agreed that Buyer may waive any or all such conditions):

(a) Seller's Performance. As of the Close of Escrow, Seller shall have performed all of the obligations required to be performed by Seller under this Agreement.

(b) Seller's Representations. All representations and warranties made by Seller to Buyer in this Agreement shall be true and correct as of the Close of Escrow.

(c) Title Matters. Buyer's approval of the Commitment pursuant to Section 4.1(c), or Seller's cure of each exception disapproved by Buyer pursuant

to Section 4.1(d), and Title Insurer's Commitment, as of the Close of Escrow, to issue the Title Policy described in Section 4.2.

(d) Development Approval. Buyer's receipt of all necessary approvals from each government entity with jurisdiction over the Property for a residential development as described in Section 6.2(c).

Upon the failure of any of the conditions set forth in this Section 5.1, Buyer may elect, by written notice to Seller and Escrow Agent, to terminate this Agreement and the Escrow created pursuant hereto. If Buyer elects to terminate this Agreement because of a failure of one or more of the conditions contained in paragraphs (a), (b) or (c), the Deposits and any other funds delivered by Buyer shall immediately be returned to Buyer and thereafter this Agreement and the Escrow created pursuant hereto shall be deemed cancelled and neither party shall have any further obligations hereunder. If Buyer elects to terminate this Agreement because of a failure of the condition contained in paragraph (d), the Deposit and any other funds delivered by Buyer plus interest accrued thereon shall be retained by Seller and be non-refundable to Buyer the same as if Buyer had defaulted. In addition, Buyer shall deliver to Seller all engineering reports and studies generated as part of Buyer's plan to develop the Property. If Buyer does not elect to terminate this Agreement and the Escrow by the stated deadline, Buyer shall be deemed to have waived the right to assert a failure of the conditions.

5.2 Seller's Conditions of Closing. In addition to the other terms and conditions of this Agreement which give Seller the right to terminate this Agreement and the Escrow created hereby, Seller's obligation to sell the Property to Buyer shall be subject to the occurrence and/or satisfaction of the following conditions (or Seller's written waiver thereof, it being agreed Seller may waive any or all such conditions):

(a) Buyer's Performance. As of the Close of Escrow, Buyer shall have performed all of the obligations required to be performed by Buyer under this Agreement.

(b) Buyer's Representations. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct as of the Close of Escrow.

Upon the failure of any of the conditions set forth in this Section 5.2, Seller may elect, by written notice to Buyer and Escrow Agent, to terminate this Agreement and the Escrow created pursuant hereto, and thereafter this Agreement and the Escrow created pursuant hereto shall be deemed cancelled and neither party shall have any further obligations hereunder. If Seller does not elect to terminate this Agreement by the stated deadline, Seller shall be deemed to have waived the right to assert a failure of the conditions.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.1 Seller's Representations and Warranties. Seller represents and warrants as follows, as of the date hereof and as of the Close of Escrow:

(a) Authority. Seller is the owner of the Property; Seller has full legal right, power and authority to execute and fully perform their obligations under this Agreement pursuant to its governing instruments, without the need for any further action; the persons executing this Agreement and other documents required hereunder are authorized to do so.

(b) Other Interests. To the best of Seller's actual knowledge, no third party holds any lease, option to purchase, right of first refusal or right to purchase the Property or any portion thereof. After the Effective Date, Seller shall not willingly create any such liens, encumbrances, covenants, leases, licenses, occupancy agreements, options, rights or other exceptions to title to the Property without Buyer's prior written consent.

6.2 Buyer's Representations and Warranties. Buyer agrees, represents and warrants, as of the date of execution of this Agreement and as of Close of Escrow, as follows:

(a) Authority. Buyer has full legal right, power and authority to execute and fully perform his obligations under this Agreement pursuant to its governing instruments, without the need for any further action.

(b) Due Diligence.

(i) Buyer has made, or will make prior to the Close of Escrow, an independent investigation, to the extent Buyer deems necessary or appropriate, concerning: the soils condition, topography, and other physical and environmental conditions of the Property; the economic value, development, use, marketability, feasibility and suitability of the Property; the availability and adequacy of water, sewer, utilities and other public facilities and services; current and future land use, zoning, subdivision, environmental and building regulations and other governmental restrictions and requirements, including, but not limited to, moratoria and growth control restrictions (collectively "Regulations"); the necessity and availability of any general or specific plan amendments, zone changes or variances, conditional use permits, environmental approvals, building permits or other governmental permits or approvals as a condition to the development, improvement or use of the Property (collectively "Permits"); the necessity or existence of any dedications, improvement requirements, fees, charges, costs and assessments that may be imposed in connection with any Regulation or the obtaining of any Permit; the existence and effect of covenants, conditions,

restrictions and requirements set forth in recorded documents affecting the Property; and costs associated with development, grading and improvements of, or construction on, the Property.

(ii) Buyer acknowledges that he is a sophisticated purchaser who is familiar with this type of property. The Buyer is acquiring the Property in its present state and condition, in reliance upon Buyer's own independent inspection, investigation and analysis, and except for the representations and warranties of Seller set forth in Section 6.1, Buyer acknowledges that no representations or warranties of any kind have been made by Seller or its representatives.

(c) Residential Development. Within five (5) business days after Buyer's approval of the Commitment pursuant to section 4.1(c), Buyer agrees to cause a qualified land planner and engineer to begin a master plan and prepare an application to either Blaine County, Idaho or Bellevue, Idaho, for approval of a residential development on the Property. Buyer agrees to use his best commercially reasonable efforts to complete the approval process as soon as possible. Periodically, and as often as reasonably requested by Seller, Buyer shall report to Seller on the status of the process to obtain approval of the residential development. In addition, Buyer shall periodically provide to Seller copies of applications, reports and studies created as part of the development process.

(d) Prior to November 15, 1997, Buyer, at his expense, shall install equipment at the Property sufficient to permit Seller to irrigate the Property commencing May 1, 1998. In addition, Buyer shall protect all water rights from forfeiture. If the sale is not consummated because of a default of Buyer, Seller may retain the equipment.

6.3 Real Estate Commissions. Each party represents to the other that they have not dealt with any person or entity that might have a claim for a sale or brokerage commission or finder's fee with respect to the transaction contemplated by this Agreement. The parties agree that they will indemnify, hold harmless and defend the other from and against any claim for any such commission or fee by a person claiming to have acted through the indemnifying party.

6.4 Survival of Warranties. The representations and warranties given by Buyer and Seller in this Article 6, and all obligations hereunder to be performed after Close of Escrow, shall survive the Close of Escrow and delivery of the Warranty Deed to Buyer.

ARTICLE 7 ADDITIONAL OBLIGATIONS

7.1 Access to Real Property. Between the Effective Date and the Close or earlier termination of Escrow, Seller shall allow Buyer and its agents reasonable access to the

Property during normal business hours, upon reasonable notice to Seller, for the purpose of inspecting, surveying and testing the same, at Buyer's sole expense. Provided, however, in connection with any such entry, Buyer: (a) shall perform all work in a safe manner; (b) shall not permit any hazardous condition to remain on the Property; (c) shall repair any damage or disturbance to the Property; (d) shall procure (or have all work performed by contractors who maintain) general liability and property damage insurance, evidence of which shall be delivered to Seller prior to Buyer's first entry. Buyer further agrees to indemnify, hold harmless, protect and defend Seller (and its officers, directors, shareholders, employees, agents, successors and assigns) and Seller's property from and against any and all liabilities, liens, claims, damages, costs, expenses, suits or judgments (including attorney's fees and court costs) for labor or services performed or materials furnished to or for Buyer, or for personal injury or death or property damage arising out of entry upon the Property or any adjacent land of Seller by Buyer or its employees, agents or independent contractors. Seller's damages as a result of Buyer's breach of its obligations under this Section shall not be limited or liquidated by the provisions of Section 2.2(c). Notwithstanding any provision to this Agreement to the contrary, Buyer's obligations under this Section shall survive termination of this Agreement and Close of Escrow.

7.2 Condemnation. If, prior to the Closing Date, Seller receives actual notice that a condemnation or eminent domain action is filed against the Property or any part of the Project (or that the taking is pending or contemplated), Seller shall promptly give notice thereof to Buyer. If such taking is of all or a significant portion of the Property such that the value of the Property is reduced by ten percent (10%) or more, Buyer may elect, by written notice delivered to Seller, within five (5) days after receipt of Seller's written notice, to terminate this Agreement and the Escrow, in which event the Deposits and all other funds delivered by Buyer hereunder plus all interest earned thereon shall be immediately returned to Buyer, and thereafter neither party shall have any further obligation hereunder. If Buyer does not deliver written notice of termination within said five-day period, or if other than a significant portion of the Property is taken such that the value of the Property is reduced by less than ten percent (10%), then: (a) neither party shall have a right to terminate this Agreement; (b) Seller shall assign and deliver to Buyer all of Seller's interest in the award for such taking; and (c) the parties shall continue performance of this Agreement and the Escrow, without modification of any of its terms and without any reduction in the Purchase Price.

7.3 Governmental Applications. Prior to the Closing, Buyer shall have the right to submit and process applications for governmental permits and approvals which are required to develop the Property, at Buyer's expense. Seller agrees to cooperate with Buyer in connection with such processing and to execute any documents reasonably required to authorize Buyer to process the same; provided, however, that Seller shall have the right to review and reasonably approve any such matters and Seller shall not be required to sign anything which creates any liability or expense for them, or requires Seller to perform any specific acts for Blaine County or the City of Bellevue.

7.4 Possession. Possession of the Property shall be delivered by Seller to Buyer upon the Close of Escrow.

7.5 Property Maintenance, Risk of Loss. During the period prior to the Close of Escrow, Seller shall continue to assume all risks with respect to the Property and shall keep and maintain the Property.

ARTICLE 8 GENERAL PROVISIONS

8.1 Assignment. Buyer may not assign his rights under this Agreement and the Escrow, to any person, partnership, corporation or other entity.

8.2 Attorneys' Fees. If either party commences legal proceedings for any relief against the other party arising out of this Agreement, the prevailing party shall be entitled to an award of his legal costs and expenses, including, but not limited to, reasonable attorneys' fees as determined by the court. The prevailing party shall be that party receiving substantially the relief sought in the proceeding, whether brought to final judgment or not.

8.3 Computation of Time Periods. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

8.4 Counterparts. This Agreement or any escrow instructions pursuant to this Agreement may be executed in multiple copies, each of which shall be deemed an original, but all of which shall constitute one Agreement after each party has signed such a counterpart.

8.5 Entire Agreement. This Agreement, together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the purchase and sale of the Property. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Exhibits. All exhibits referred to herein are attached hereto and incorporated by reference.

8.7 Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intention of the parties.

8.8 Gender, Number. As used herein, the singular shall include the plural and the masculine shall include the feminine, whenever the context so requires.

8.9 Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Idaho.

8.10 Headings. The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

8.11 Modification, Waiver. No modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both Buyer and Seller. The Escrow Instructions shall be considered a part of this Agreement and no provision in said Escrow Instructions shall supersede or contradict the provisions of this Agreement, unless the parties agree in writing to such change.

8.12 Notice. Notice to either party shall be in writing and either personally delivered or sent by mail, postage prepaid, or by telecopy, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery or telecopy to the party (or such party's authorized representatives) or three (3) business days after deposit in the U.S. Mail, as the case may be.

Buyer's Address for Notice:

Harry S. Rinker
Rinker Company
P. O. Box 7250
Newport Beach, CA 92658-7250

With a copy to:

Edward A. Lawson
Hawley Troxell Ennis & Hawley LLP
P.O. Box 297
371 Walnut Avenue
Ketchum, Idaho 83340

Seller's Address for Notice:

Mr. and Mrs. Frederick Blechmann
P. O. Box 184
Ketchum, Idaho, 83340

With a copy to:

Terry G. Hogue, Esq.
Hogue, Speck & Aanestad
P. O. Box 987
Ketchum, Idaho 83340

Uwarda Day
C/O Gary Johnson
820 A Street, Suite 550
Tacoma, Washington 98402

8.13 Time. Time is of the essence of each provision of this Agreement, including without limitation all time deadlines for satisfying conditions and close of escrow.

8.14 § 1031 Exchange. Buyer agrees to cooperate with Seller in an exchange of the Property provided Buyer incurs no expense or liability.

The parties have entered into this Agreement as of the date first written above.

SELLER:

BUYER:

Frederick H. Blechmann Trust,
dated 4/15/86

By Frederick H. Blechmann
Frederick Blechmann, Trustee

Harry S. Rinker
Harry S. Rinker

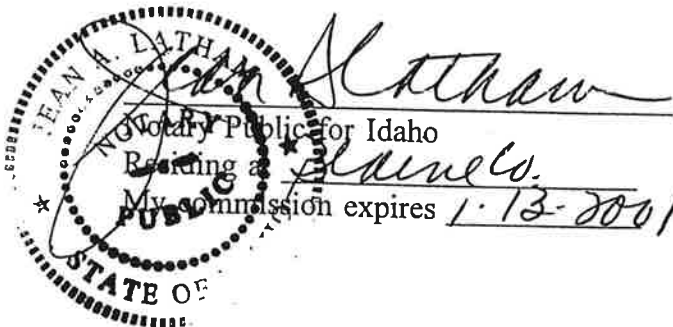
Emmy Blechmann
Emmy Blechmann

Uwarda D. Day
Uwarda D. Day

STATE OF IDAHO)
) ss.
County of Blaine)

On this 29th day of September, 1997, before me, a Notary Public in and for said State, personally appeared **Frederick H. Blechmann**, known or identified to me to be the person whose name is subscribed to the foregoing instrument as Trustee of the **Frederick H. Blechmann Trust**, and acknowledged to me that the trust executed the same.

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

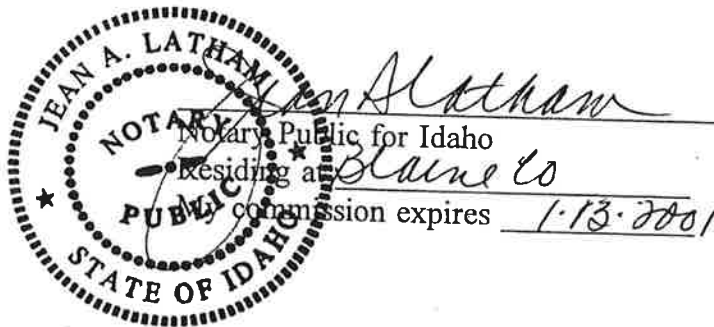


STATE OF IDAHO)
) ss.

County of Blaine)

On this 29th day of September, 1997, before me, a Notary Public in and for said State, personally appeared **Emmy Blechmann**, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

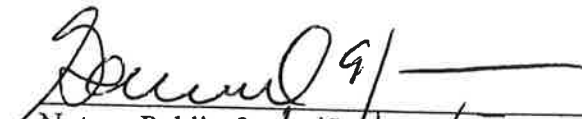
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



STATE OF)
) ss.
County of)

On this 10th day of October, 1997, before me, a Notary Public in and for said State, personally appeared **Uwarda D. Day**, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

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


Notary Public for Washington
Residing at Tacoma
My commission expires 6-28-2001

STATE OF IDAHO)

County of Blaine) ss.
)

On this 29th day of September, 1997, before me, a Notary Public in and for said State, personally appeared **Harry S. Rinker**, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

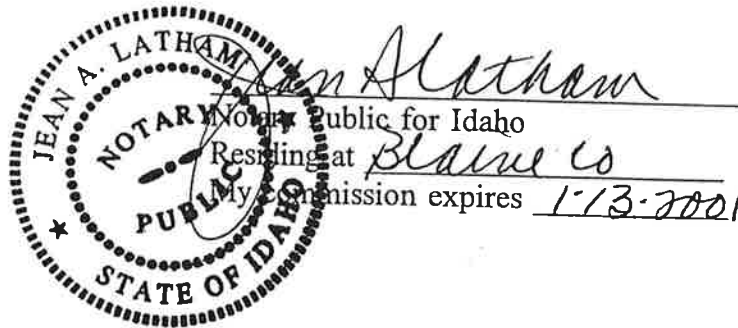


Exhibit "A"

A parcel of land located in Government Lots 4 and 5 and SE1/4 NW1/4 of Section 6, Township 1 North, Range 19 East, Boise Meridian, and in Government Lots 1 and 2 and S1/2 NE1/4 of Section 1, Township 1 North, Range 18 East, Boise Meridian, Blaine County, Idaho, being described as follows:

Commencing at the Northwest corner of Government Lot 4, Section 6, Township 1 North, Range 18 East, B.M., and being the Real Point of Beginning; thence

S. 89° 21' 37" E., 1289.39 feet to the Northeast corner of said Lot 4; thence

S. 00° 08' 08" E., 1317.08 feet to the Southeast corner of said Lot 4; thence

S. 89° 11' 48" E., 1319.77 feet to the Northeast corner of SE1/4 NW1/4 of said Section 6; thence

S. 00° 06' 19" E., 1310.69 feet to the Southeast corner of SE1/4 NW1/4; thence

N. 89° 15' 22" W., 2608.76 feet to the West quarter corner of said Section 6; thence

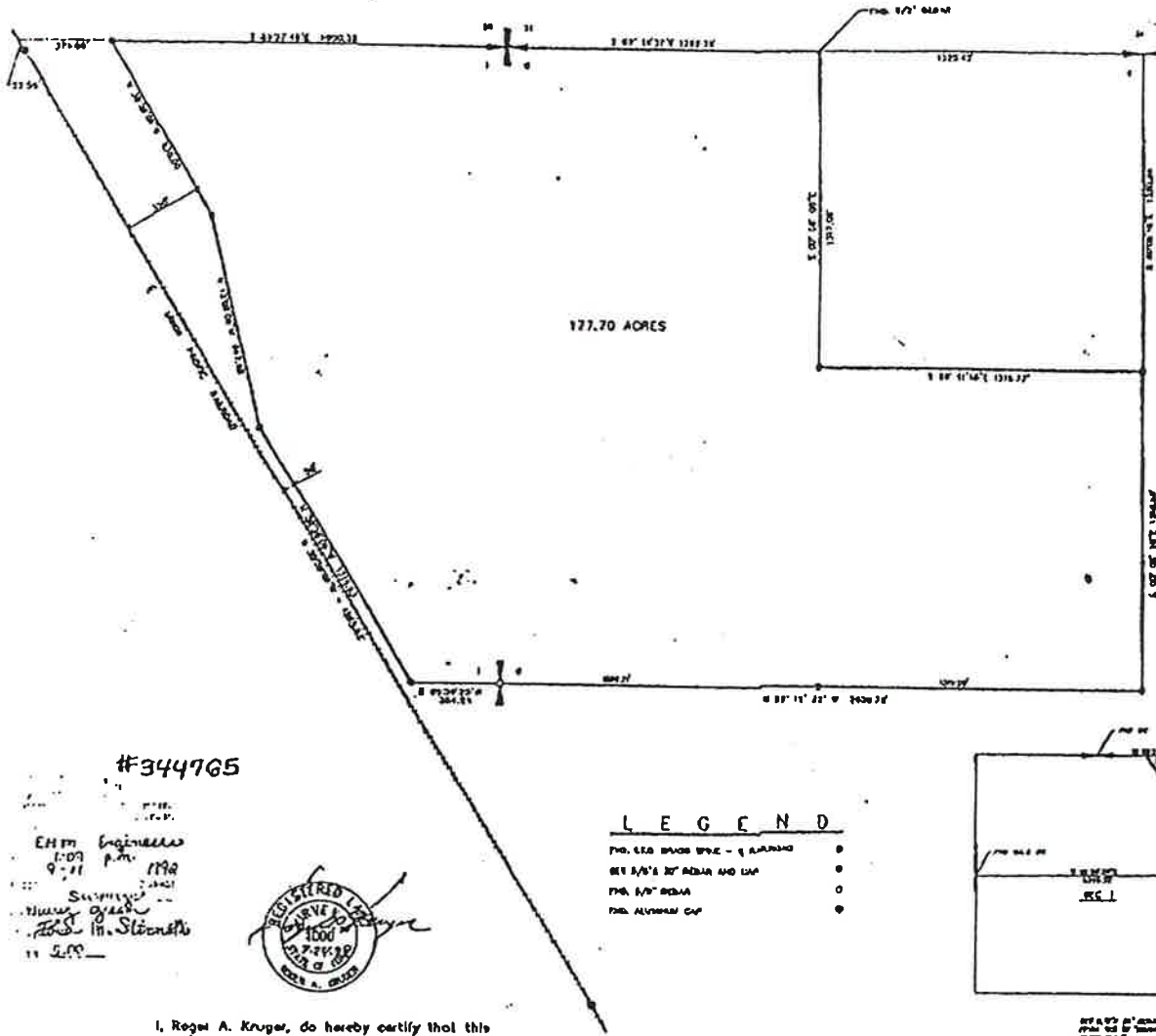
S. 89° 56' 20" W., 354.25 feet along the South boundary of NE1/4 of Section 1, Township 1 North, Range 18 East, B.M., to a point on the Easterly boundary of the old railroad right-of-way; thence

N. 30° 39' 06" W., 1219.93 feet along said railroad right-of-way; thence

N. 13° 09' 06" W., 897.89 feet along the railroad right-of-way; thence

N. 30° 39' 06" W., 835.00 feet along the said railroad right-of-way to a point on the North boundary of Section 1, Township 1 North, Range 18 East, Boise Meridian; thence

S. 89° 27' 49" E., 1600.32 feet along the North boundary of said Section 1 to the Real Point of Beginning.



SCALE
1" = 300'

LOCATED IN
 LOTS 4, 5, & SE¹ NW⁴, SECTION 6
 T.1 N., R.19 E., B.M.
 AND
 NE¹, SECTION 1
 T.1 N., R.18 E., B.M.
 BLAINE COUNTY, IDAHO
 1991

#344765

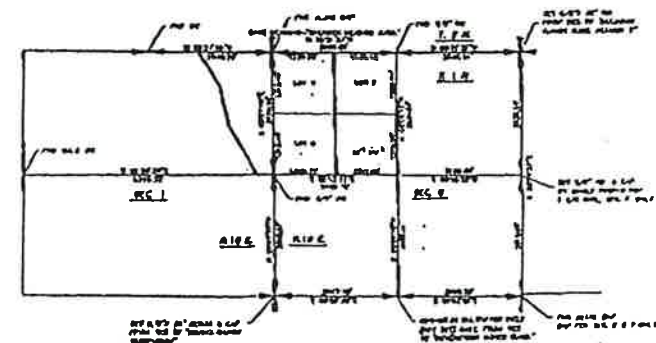
E.H.M. Engineers
 1:00 P.M. 11/92
 9:11 P.M. 11/92
 Surveyed by
 Roger A. Kruger
 11 5:00



I, Roger A. Kruger, do hereby certify that this plat is a true and accurate map of the land surveyed under my supervision and direction.

LEGEND

- PRO. L&S BRIDGE SPILL - 1 ALARMING
- SEE 8/8'S BY ADJACENT AND L&S
- PRO. 8/8'S BRIDGE
- PRO. ALUMINUM CAP



SECTION BREAKDOWN NOT TO SCALE

E.H.M. Engineers Inc.
 1111 E. 1st St.
 Boise, Idaho 83724

REVISED RECORD OF SURVEY FOR:	FREDERICK BLECHMANN
DATE:	11/11/92
BY:	R. A. KRUGER
CHECKED BY:	R. A. KRUGER
DATE:	11/11/92
SCALE:	1" = 300'
PRO. NO.:	103-81

Exhibit "B"

WATER RIGHTS

Water Right Numbers

Priority Date

37-0705

05/31/1883

37-0113

07/10/1884

37-0482

08/01/1884

TRANSMITTAL COVER SHEET

TO: WANDA @ FIRST AMERICAN

TITLE IN HAILEY

fax # 788-3121

TOTAL PAGES SENT: 10
(including cover sheet)

DOCUMENT DESCRIPTION: PROFILE REPORTS OF SNAKE RIVER

Basin Adjudication Claims A37-00113K, A37-00113L, A37-00113M,
A37-00482C, A37-00482D, A37-00482E, A37-00705A, A37-00705B, AND A37-00705C
FROM:

IDAHO DEPARTMENT OF WATER RESOURCES

1341 FILLMORE ST, STE 200

TWIN FALLS ID 83301-3380

PHONE: 736-3033

FAX: 736-3037

CHARGES: One (1) free copy
per request, cover sheet not
counted. Two (2) or more
copies per request will cost
\$0.25 per page. (\$0.50
minimum)

Please consider this document as a billing statement.

The charge for your fax copies is: _____ Please remit to the above address.

SENDER:

Polly Skinner

COMMENTS:

THESE WERE ALL THE SNAKE RIVER BASIN
ADJUDICATION CLAIMS I COULD FIND IN THE NAME OF THE
BLECHMANN'S FOR LOTS 4 AND 5 SECTION 6 (TOWN, R19E) AND
LOTS 1 AND 2 SECTION 1 (TOWN, R18E)

STANDARD
OK
10
00:04:21
912087883121-244305
10/09 09:34

DATE, TIME
FAX NO./NAME
DURATION
PAGE(S)
RESULT
MODE

TIME : 10/09/1998 09:38
NAME : IDWR SOUTHERN REGION
FAX : 2087363037
TEL : 2087363033

TRANSMISSION VERIFICATION REPORT

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: A37-00482C
Date Received: 9/06/1988
Receipt No: 5002094
Received By: SCC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WESTERN OUTFITTERS INC. 206-572-4161
Address: C/O EARL D. MANN
550 AMERICAN SAVINGS CENTER
820 A STREET
TACOMA, WA 98402

OR

Name: FREDERICK H. BLECHMANN 208-726-3498
Address: BOX 184
SUN VALLEY, ID 83353

2. Date of Priority: AUG 01, 1884

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
02N	18E	16	SW	NE			BLAINE

5. Description of diverting works:
HEADGATE #33 & COVE CANAL

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.167		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

A37-00482C

Page 1

Date: 09/08/88

MICROFILMED
FEB 22 1993

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
01N	18E	1	NE		NE	1	IRR	30.0
			SE		NE		IRR	20.0
							Section Acres	50.0
	19E	6	NW		NW	4	IRR	30.0
			SW		NW	5	IRR	40.0
			SE		NW		IRR	10.0
							Section Acres	80.0
							Total Acres	130.0

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:

A37-00705A,B,C, A37-00482D,E, A37-00113K,L,M

14. Remarks:

OWNERSHIP IS SPLIT THREE WAYS.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 12/13/1909

S.C. FROST, ET.AL.

Decree Plaintiff

vs

ALTURAS WATER CO., ET.AL.

Decree Defendant

MICROFILMED
FEB 22 1993

16. Signature(s)

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

Number of attachments: 2

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): F. H. Kellan Date: 9/8 '88

Date: _____

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 8th day
of September 19 88

Roxanne Storey
Notary Public

Seal

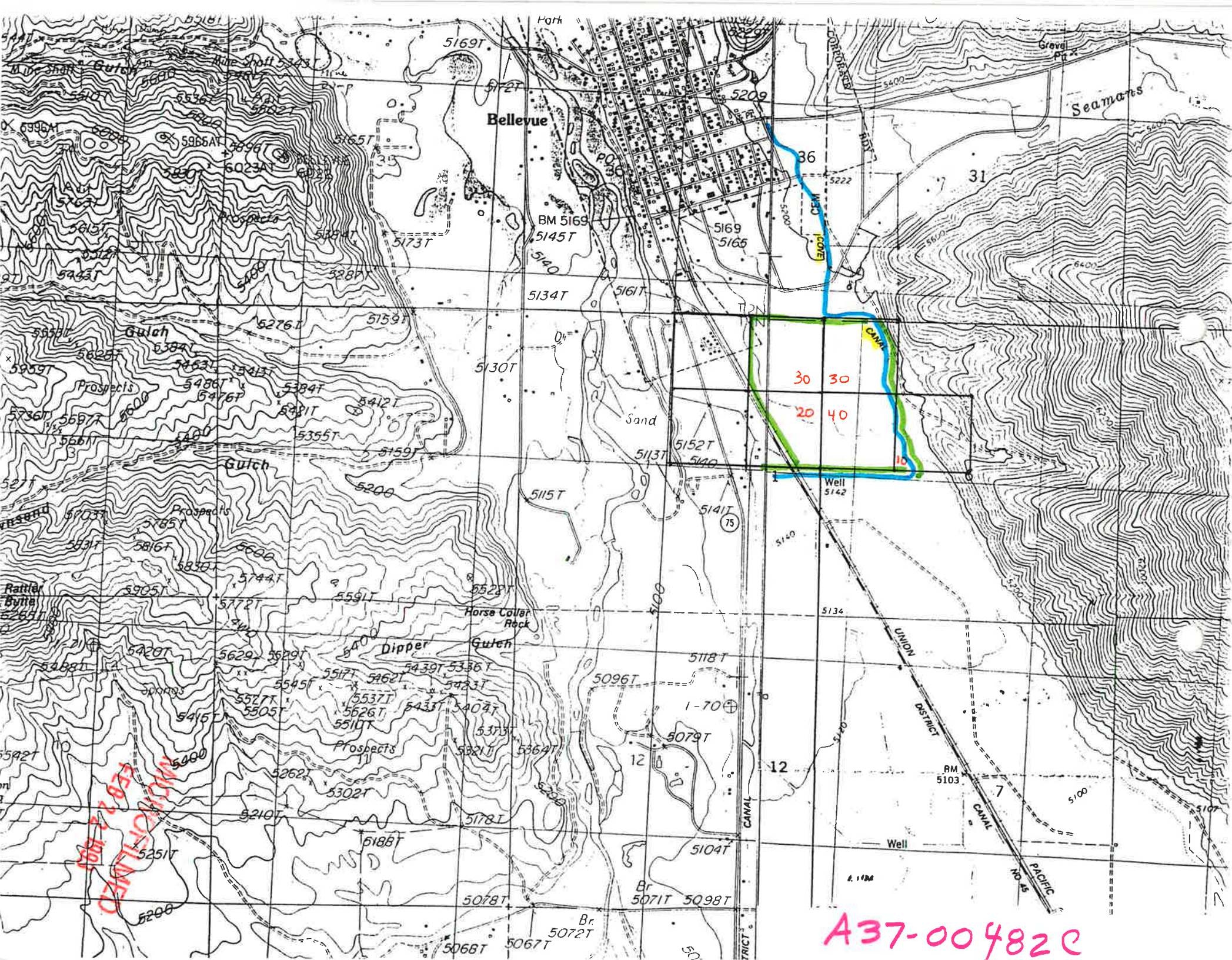
Residing at Buhl, ID
My Commission Expires 6-30-94

A37-00482C

WATER DIST.37 WOOD RIVER ABOVE MAGIC -- PRIORITY BOOK as of:

04/23/88

IVER NO	DIST. R PRIOR. OWNER	ST.ID.	ORIG DECREE TO	PRIORITY DATE	INCHES	BWCC	BELOW #10CUT	ABO 1
5	E 40-B5A WILLIAM AITKEN	0113	R.F. & ROSA BUHLER	07-10-1884	4.00			
5	E 40-B5B MELVIN L HAYOB	0113	R.F. & ROSA BUHLER	07-10-1884	20.00			
5	E 40-B5C FRANK STEPHENSON	0113	RF & ROSA BUHLER	07-10-1884	6.00			
5	E 40-B5D CHARLES A MCMAINS	0113	RF & ROSA BUHLER	07-10-1884	6.00			
3	E 41-A3 EARL D.MANN	37-0482	ANNIE I.MILLER ET AL	08-01-1884	8.34			
3	E 41-A3 FREDRICK BLECHMAN	37-0482	ANNIE I.MILLER ET AL	08-01-1884	8.33			
3	E 41-A3 RICHARD WELCH, JR.	37-0482	ANNIE I.MILLER ET AL	08-01-1884	8.33			
3	E 41-A8 S.F.ECCLES	37-0482	ANNIE I MILLER ETAL	08-01-1884	25.00			
3	E 41-A1 S.F.ECCLES	37-0482	ANNIE I MILLER ETAL	08-01-1884	125.00			
5	E 41-A5 CURT BARKER	37-0482	ANNIE I.MILLER ET AL	08-01-1884	16.00			
5	E 41-A6 G.CHAPMAN PETERSON	37-0482	ANNIE I.MILLER ET AL	08-01-1884	150.60			
5	E 41-A4 SPAULDING TRUST	37-0482	ANNIE I MILLER ETAL	08-01-1884	543.40			



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

Application for Extension of Time to Avoid Forfeiture
of a Water Right MAR 10 1993

Department of Water Resources

Section 42-222 of the Idaho Code provides that a water right shall be forfeited and the water revert to the state upon the failure of a water user to apply the water to beneficial use for a period of five (5) years. The Director may allow an additional five (5) year period of non-use without forfeiture upon a showing of reasonable cause.

Complete fully the following application and submit it to the Department of Water Resources, Statehouse, Boise, Idaho, 83720, with the statutory fee.

- Name of water right holder Frederick H. Blechmann Trust
Post office address PO Box 184, Sun Valley, ID 83353
- The right was obtained or is evidenced by:
 - Decree to Annie J. Miller Et AL in Case of S.C. Frost Et AL
(Name)
vs. Alturas Water Co. Et AL, Dated 12-13-1909 in Fourth District
(Name of Court)
Court, County of Blaine Lincoln. Fully describe decree _____
 - License No. _____ issued by the Department of Water Resources.
 - Claim No. _____ on file with the Department of Water Resources.
- Source of water Big Wood R. tributary to Melod R.
(Name of stream or source)
- Date of priority of right 8-1-1884
- Amount of water a. 0.50 c.f.s. and/or
b. _____ acre feet/annum
- Water is used for Irrig. from 4-15 to 10-15

from _____ to _____

from _____ to _____
(Purpose) (Month-Day) (Month-Day)
- Location of point of diversion is SW 1/4 NE 1/4 of Section 16
Township 2N, Range 18E, B.M., in Blaine County;
Additional points of diversion, if any _____
- Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
<u>1N</u>	<u>18E</u>	<u>1</u>	<u>11</u> <u>30</u>			<u>20</u>													<u>50</u>
	<u>19E</u>	<u>6</u>						<u>14</u> <u>30</u>	<u>15</u> <u>40</u>	<u>10</u>									<u>80</u>

Total number of acres irrigated 130

9. Give the date when water was applied to beneficial use 8-31-92 (low-water year)
Length of extension of time requested 5 years, or until end of irrig. season 1997
(Date)

10. Explain fully your reasons for requesting an extension of time within which to resume the use of your water right and reasons for non-use We are retired, and lease this farm to someone else. We are having difficulty finding someone to farm this place, so need to protect our water rights if non-use becomes necessary.

I hereby assert that no one will be injured by such extension. The information contained in this application is true to the best of my knowledge.

W. L. H. Baldwin
(Signature of Applicant)

Subscribed and sworn to before me this 9th day of March, 19 93.

Mary G. Baldwin
(Notary Public)

My commission expires 10/16/1998 Residing at Gooding, Id

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined this application for extension of time within which to resume the use of a water right and I hereby _____ said application subject to the following conditions or reasons.

Witness my hand this _____ day of _____, 19 _____.

(Director)

For Department Use Only

Received by J. P. Smith Date 3-9-93 Time 10:50 am Preliminary check by MTS

Fee \$ 50.00 Receipted by J. P. Smith Date 3-9-93 5:01:54 PM Publication prepared by _____

Published in _____ Dates _____

Publication approved by _____ Date _____ Protests filed by: _____

Copies of protests forwarded by _____ Hearing held by _____ Date _____

Recommended for // Approval // Denial by _____

TRANSMITTAL COVER SHEET

TO: WANDA @ FIRST AMERICAN

TITLE IN HAILEY

fax # 788-3121

TOTAL PAGES SENT: 10
(including cover sheet)

DOCUMENT DESCRIPTION: PROFILE REPORTS OF SNAKE RIVER

Basin Adjudication Claims A37-00113K, A37-00113L, A37-00113M,
A37-00482C, A37-00482D, A37-00482E, A37-00705A, A37-00705B, AND A37-00705C
FROM:

IDAHO DEPARTMENT OF WATER RESOURCES
1341 FILLMORE ST, STE 200
TWIN FALLS ID 83301-3380

PHONE: 736-3033

FAX: 736-3037

CHARGES: One (1) free copy
per request, cover sheet not
counted. Two (2) or more
copies per request will cost
\$0.25 per page. (\$0.50
minimum)

Please consider this document as a billing statement.

The charge for your fax copies is: _____ Please remit to the above address.

SENDER: Polly Skinner

COMMENTS: THESE WERE ALL THE SNAKE RIVER BASIN

ADJUDICATION CLAIMS I COULD FIND IN THE NAME OF THE
BLECHMANN'S FOR LOTS 4 AND 5 SECTION 6 (TOWN, R19E) AND
LOTS 1 AND 2 SECTION 1 (TOWN, R18E)

STANDARD
OK
10
00:04:21
912087883121-244305
10/09 09:34

DATE, TIME
FAX NO./NAME
DURATION
PAGE(S)
RESULT
MODE

TIME : 10/09/1998 09:38
NAME : IDWR SOUTHERN REGION
FAX : 2087363037
TEL : 2087363033

TRANSMISSION VERIFICATION REPORT

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: A37-00482E
Date Received: 9/06/1988
Receipt No: 5002094
Received By: SCC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: RICHARD E. WELCH, JR. 208-726-5136
Address: BOX 813
KETCHUM, ID 83340
OR
Name: ELIZABETH K. WELCH, JR. 208-726-5136
Address: BOX 813
KETCHUM, ID 83340
OR
Name: FREDERICK H. BLECHMANN 208-726-3498
Address: BOX 184
SUN VALLEY, ID 83353

2. Date of Priority: AUG 01, 1884

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
02N	18E	16	SW	NE			BLAINE

5. Description of diverting works:
HEADGATE #33 & COVE CANAL

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.166		

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

A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

A37-00482E

Page 1

Date: 09/08/88

MICROFILMED
FEB 22 1988

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
01N	18E	1	NE		NE	1	IRR	30.0
			SE		NE		IRR	20.0
							Section Acres	50.0
	19E	6	NW		NW	4	IRR	30.0
			SW		NW	5	IRR	40.0
			SE		NW		IRR	10.0
							Section Acres	80.0
							Total Acres	130.0

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:

A37-00705A,B,C, A37-00482C,D, A37-00113K,L,M

14. Remarks:

OWNERSHIP IS SPLIT THREE WAYS. BASED ON A PORTION OF WR 37-0482A

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 12/13/1909

S.C. FROST, ET.AL.

Decree Plaintiff

vs

ALTURAS WATER CO., 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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 2

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): F. H. Mahan

Date: 9/8 88

Date: _____

State of Idaho

County of Twin Falls

)
SS.

Subscribed and sworn (or affirmed) before me this 8th day

of September 19 88

Roxanne Storey
Notary Public

Seal

Residing at Buhl, Id

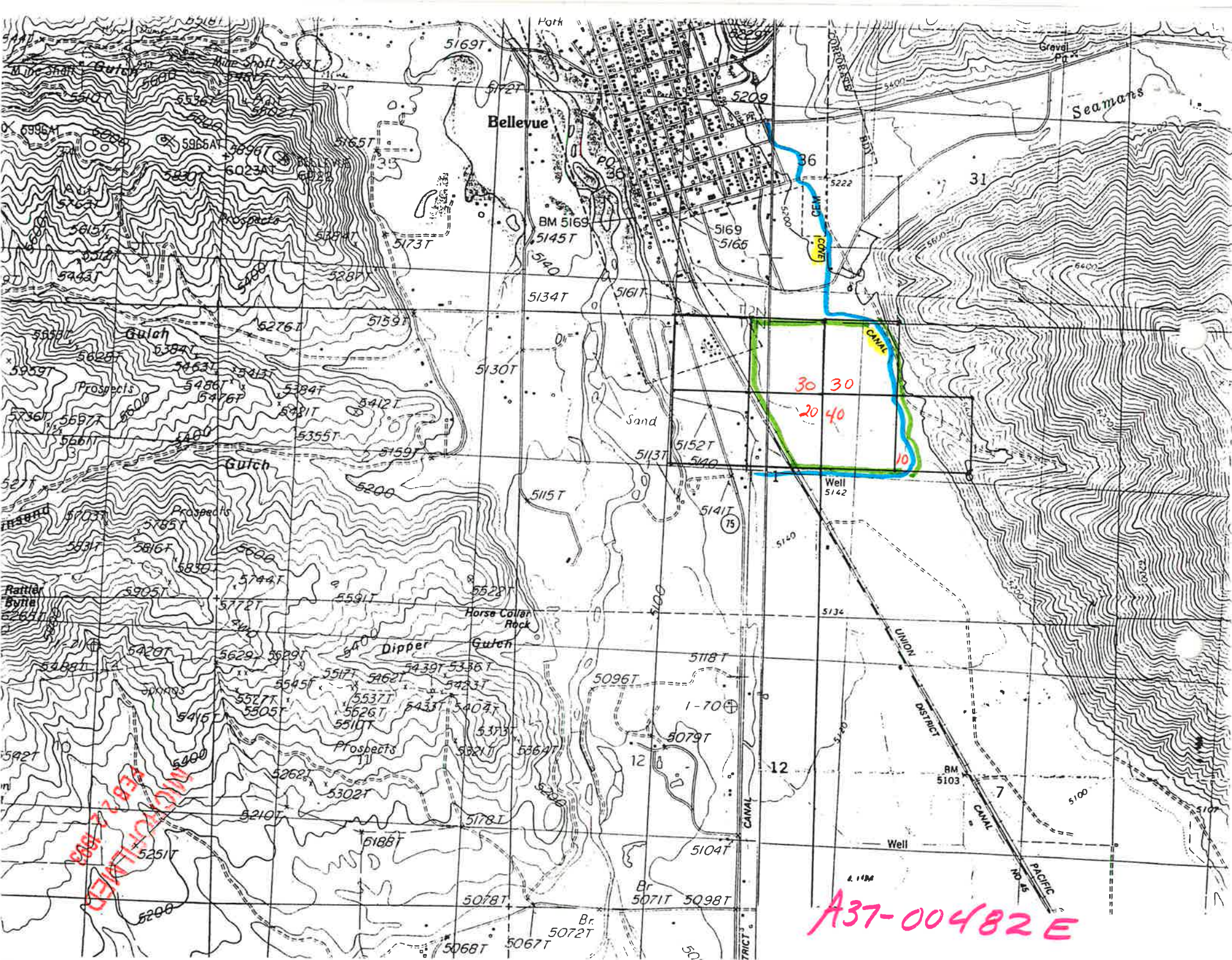
My Commission Expires 6-30-94

A37-00482E

WATER DIST.37 WOOD RIVER ABOVE MAGIC -- PRIORITY BOOK as of:

04/23/88

IVER NO	DIST. R PRIOR. OWNER	ST.ID.	ORIG DECREE TO	PRIORITY DATE	INCHES	BWCC	BELOW #10CUT	ABOV 10
5	E 40-B5A WILLIAM AITKEN	0113	R.F. & ROSA BUHLER	07-10-1884	4.00			
5	E 40-B5B MELVIN L HAYOB	0113	R.F. & ROSA BUHLER	07-10-1884	20.00			
5	E 40-B5C FRANK STEPHENSON	0113	RF & ROSA BUHLER	07-10-1884	6.00			
5	E 40-B5D CHARLES A MCMAINS	0113	RF & ROSA BUHLER	07-10-1884	6.00			
3	E 41-A3 EARL D.MANN	37-0482	ANNIE I.MILLER ET AL	08-01-1884	8.34			
3	E 41-A3 FREDRICK BLECHMAN	37-0482	ANNIE I.MILLER ET AL	08-01-1884	8.33			
3	E 41-A3 RICHARD WELCH, JR.	37-0482	ANNIE I.MILLER ET AL	08-01-1884	8.33			
3	E 41-A8 S.F.ECCLES	37-0482	ANNIE I MILLER ETAL	08-01-1884	25.00			
3	E 41-A1 S.F.ECCLES	37-0482	ANNIE I MILLER ETAL	08-01-1884	125.00			
5	E 41-A5 CURT BARKER	37-0482	ANNIE I.MILLER ET AL	08-01-1884	16.00			
5	E 41-A6 G.CHAPMAN PETERSON	37-0482	ANNIE I.MILLER ET AL	08-01-1884	150.60			
5	E 41-A4 SPAULDING TRUST	37-0482	ANNIE I MILLER ETAL	08-01-1884	543.40			



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

RECEIVED

A37-00482C

00482D

00482E

Application for Extension of Time to Avoid Forfeiture
of a Water Right

MAR 10 1993

Department of Water Resources

Section 42-222 of the Idaho Code provides that a water right shall be forfeited and the water revert to the state upon the failure of a water user to apply the water to beneficial use for a period of five (5) years. The Director may allow an additional five (5) year period of non-use without forfeiture upon a showing of reasonable cause.

Complete fully the following application and submit it to the Department of Water Resources, Statehouse, Boise, Idaho, 83720, with the statutory fee.

- Name of water right holder Frederick H. Blechmann Trust
Post office address PO Box 184, Sun Valley, ID 83353
- The right was obtained or is evidenced by:
 - Decree to Annie I. Miller Et AL in Case of S.C. Frost Et. AL.
(Name)
vs. Alturas Water Co. Et. AL. Dated 12-13-1909 in Fourth District
(Name of Court)
Court, County of Blaine Lincoln. Fully describe decree _____
 - License No. _____ issued by the Department of Water Resources.
 - Claim No. _____ on file with the Department of Water Resources.
- Source of water Big Wood R. tributary to Melard R.
(Name of stream or source)
- Date of priority of right 8-1-1884
- Amount of water a. 0.50 c.f.s. and/or
b. _____ acre feet/annum
- Water is used for Irrig. from 4-15 to 10-15
from _____ to _____
from _____ to _____
(Purpose) (Month-Day) (Month-Day)
- Location of point of diversion is SW 1/4 NE 1/4 of Section 16
Township 2N, Range 18E, B.M., in Blaine County;
Additional points of diversion, if any _____
- Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
1N	18E	1	11 30			20													50
	19E	6					11 30	11 40	11 50	10									80

Total number of acres irrigated 130

01/06/2007

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

RIGHT NUMBER: 37-482D

NAME AND ADDRESS: HARRY S RINKER
PO BOX 7250
NEWPORT BEACH CA 92658-7250

SOURCE: BIG WOOD RIVER TRIBUTARY: MALAD RIVER

QUANTITY: 0.500 CFS
177.900 AFY

To mitigate for the depletion of water resulting from the diversion and use of water under this right and to prevent injury to other water right holders, the right holder shall cease diverting and using .01 cfs of this right, which shall remain undiverted in the Big Wood River.

This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the lands above.

Rights 37-00113K, 37-00482D and 37-00705 when combined shall not exceed a total diversion rate of 6.38 cfs and a total annual diversion volume of 493.5 af at the field headgate.

PRIORITY DATE: 08/01/1884

POINT OF DIVERSION: T02N R18E S36 SWNW Lot 3 Within BLAINE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 10/31	0.490 CFS 177.90 AFY
MITIGATION	04/15 10/31	0.010 CFS

PLACE OF USE: IRRIGATION in BLAINE County

T01N R18E S01	NENE	36.00	T01N R18E S01	NWNE	3.00
T01N R18E S01	SENE	20.00	T01N R19E S06	NWNW	37.00
T01N R19E S06	SWNW	39.00	T01N R19E S06	SENW	6.00

141 ACRES TOTAL

Rights 37-00113K, 37-00482D and 37-00705 when combined shall not exceed the irrigation of 141.0 acres.

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.

01/06/2007

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.

Approval of Transfer 5037 does not grant any right-of-way or easement for use of a delivery system owned by person(s) other than the right owner.

Use of water under this water right will be regulated by the watermaster of State Water District No. 37, Big Wood River, and subject to the policies and procedures of Wood River Valley Irrigation District #45.

The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department at both the diversion from the river and the redirection from the canal that will provide suitable control of the diversions.

A portion of each right has been identified as river loss resulting from the change in point of diversion authorized under this transfer: 0.01 cfs of Right 37-00482D, 0.08 cfs of Right 37-00113K and 0.03 cfs of Right 37-00705. In addition, 0.20 cfs of Right 37-00705 has been identified as river loss under a previous transfer.



Idaho Department of Water Resources

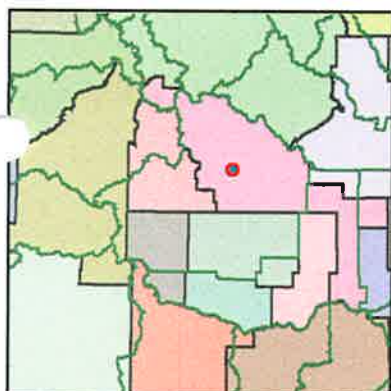
SRBA Recommendation:

37-482D

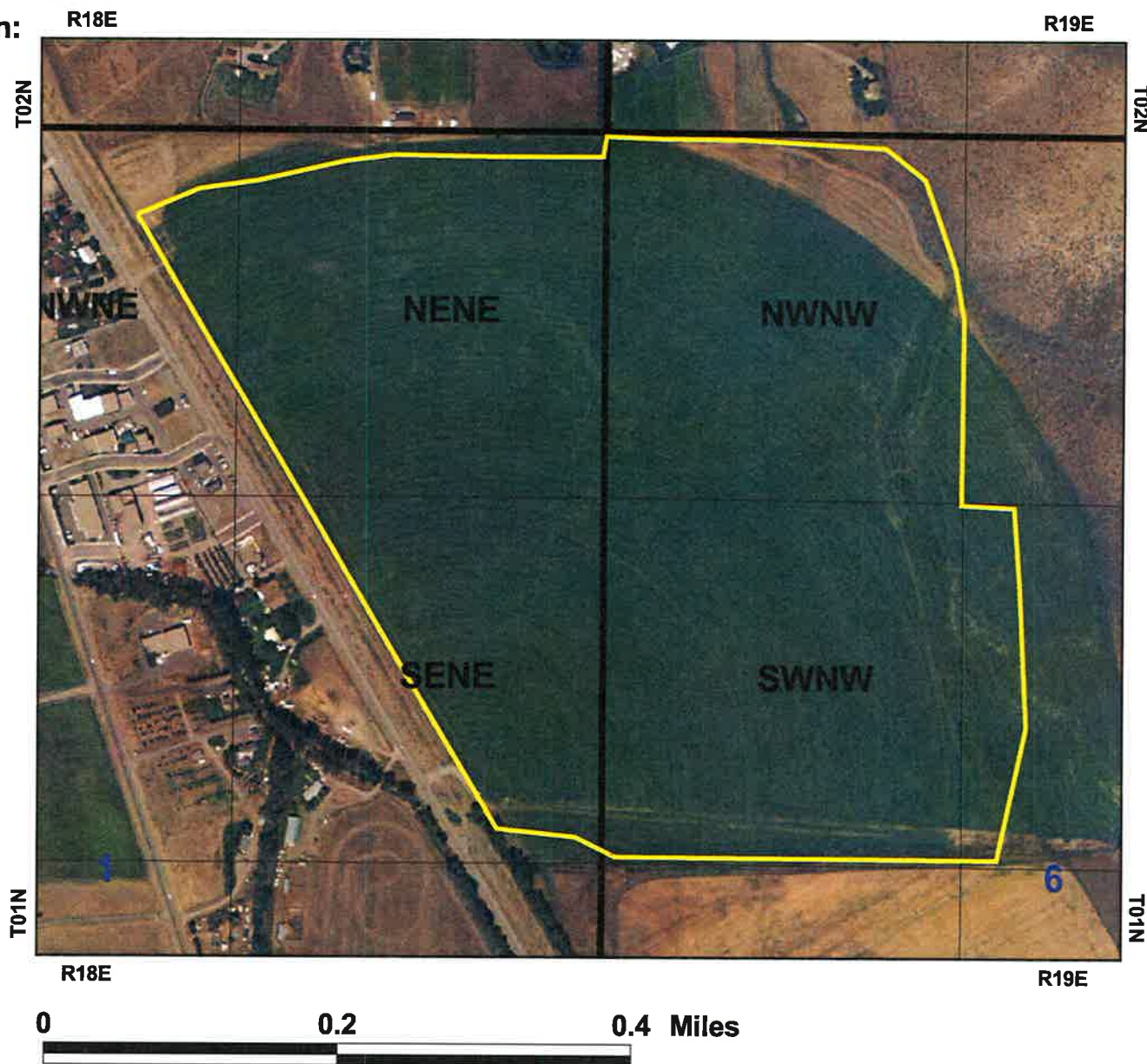
(Irrigation)

Legend

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



Blaine County
IDWR Basin 37



Prepared by S. Keen
On Saturday, January 6, 2007
2004 Aerial Photography



Idaho Department of Water Resources

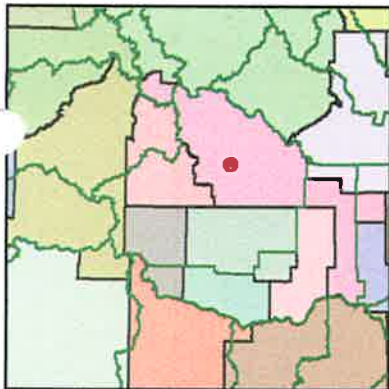
SRBA Recommendation:

37-482D

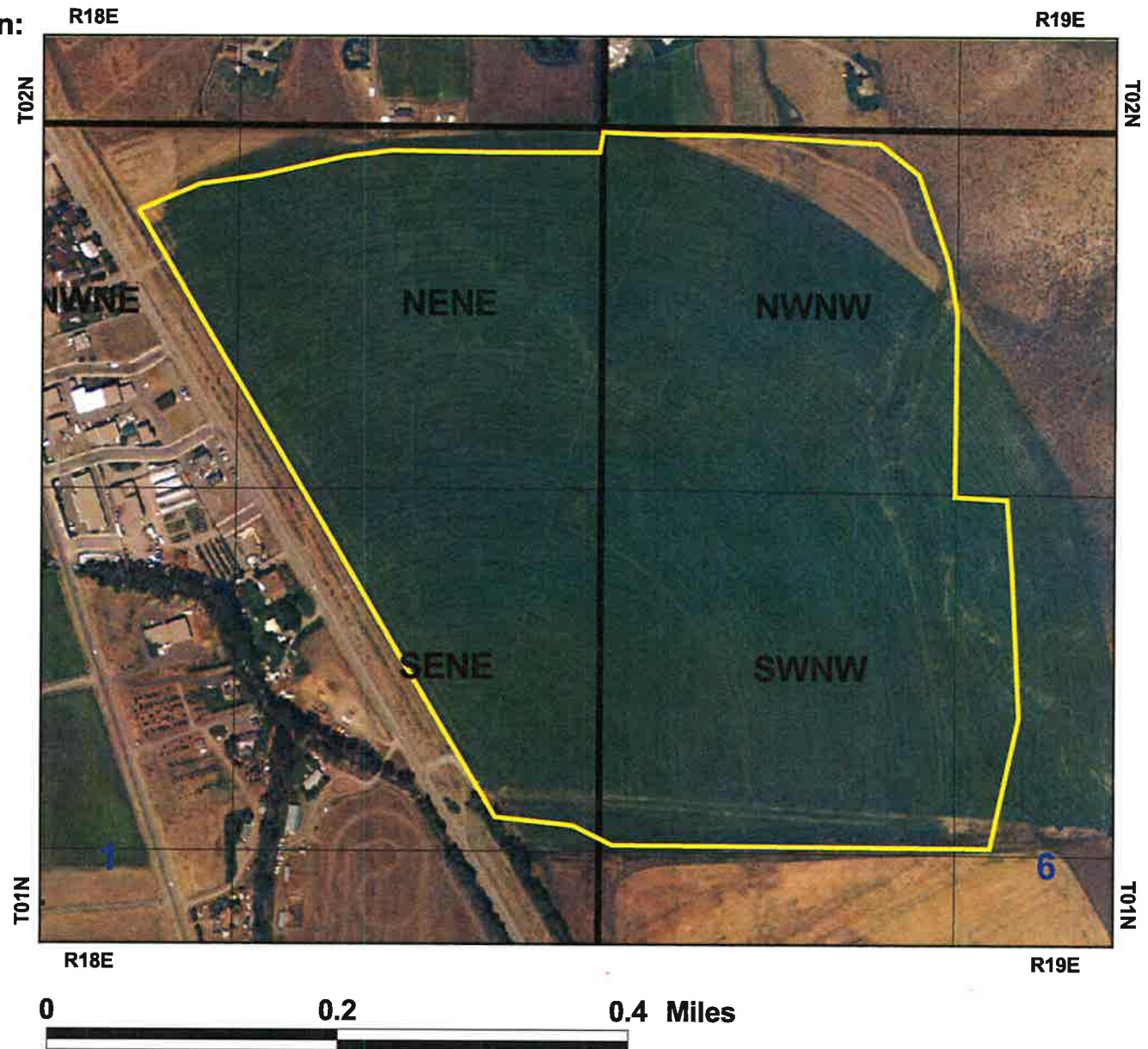
(Irrigation)

Legend

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



Blaine County
IDWR Basin 37



Prepared by S. Keen
On Saturday, January 6, 2007
2004 Aerial Photography

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TRANSFER NO. 5037
WATER RIGHT NO(S). 37-00113K/37-00482D/37-00705

This is to certify that:

THE BLECHMANN TRUST &
C/O FREDERICK H BLECHMANN
EMMY BLECHMANN
PO BOX 184
SUN VALLEY ID 83353

UWARDA D DAY
C/O GAROLD E JOHNSON
820 A ST SUITE 550
TACOMA WA 98402

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
Right No. 37-00113K : IRRIGATION Priority: 07/10/1884	04/15 to 10/15	* 4.00 CFS	493.5 AF
Right No. 37-00482D : IRRIGATION Priority: 08/01/1884	04/15 to 10/15	* 0.50 CFS	177.9 AF
Right No. 37-00705 : IRRIGATION Priority: 05/31/1883	04/15 to 10/15	* 2.20 CFS	493.5 AF
TOTAL:		** 6.38 CFS	** 493.5 AF

SOURCE

BIG WOOD RIVER

TRIBUTARY OF

MALAD RIVER

LOCATION OF POINT(S) OF DIVERSION:

SWNW , Sec. 36, Township 02N, Range 18E
BLAINE County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
01N	18E	1	Lot 1(NENE) 36	Lot 2(NWNE) 3	SENE 20	59
	19E	6	Lot 4(NWNW) 37	Lot 5(SWNW) 39	SENW 6	82
Total number of acres irrigated:						** 141

MICROFILMED

JUN 02 1998

TRANSFER NO. 5037
WATER RIGHT NO(S). 37-00113K/37-00482D/37-00705

CONDITIONS OF APPROVAL AND REMARKS

1. This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
2. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
3. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
4. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.
5. Approval of Transfer 5037 does not grant any right-of-way or easement for use of a delivery system owned by person(s) other than the right owner.
6. Use of water under this water right will be regulated by the watermaster of State Water District No. 37, Big Wood River, and subject to the policies and procedures of Wood River Valley Irrigation District #45.
7. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department at both the diversion from the river and the rediversion from the canal that will provide suitable control of the diversions.
- * 8. A portion of each right has been identified as river loss resulting from the change in point of diversion authorized under this transfer: 0.08 cfs of Right 37-00113K, 0.01 cfs of Right 37-00482D and 0.03 cfs of Right 37-00705. In addition, 0.20 cfs of Right 37-00705 has been identified as river loss under a previous transfer.
- ** 9. Rights 37-00113K, 37-00482D and 37-00705 when combined shall not exceed a total diversion rate of 6.38 cfs, a total annual diversion volume of 493.5 af at the field headgate, and the irrigation of 141.0 acres.

Dated this 14th day of

May, 1998.

J. Glen Saylor
Chief, Water Allocation Bureau

MICROFILMED

JUN 02 1998

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

Application for Extension of Time to Avoid Forfeiture
of a Water Right

MAR 10 1993

Department of Water Resources

Section 42-222 of the Idaho Code provides that a water right shall be forfeited and the water revert to the state upon the failure of a water user to apply the water to beneficial use for a period of five (5) years. The Director may allow an additional five (5) year period of non-use without forfeiture upon a showing of reasonable cause.

Complete fully the following application and submit it to the Department of Water Resources, Statehouse, Boise, Idaho, 83720, with the statutory fee.

- Name of water right holder Frederick H. Blechmann Trust
Post office address PO Box 184, Sun Valley, ID 83353
- The right was obtained or is evidenced by:
 - Decree to Annie J. Miller Et AL in Case of S.C. Frost Et AL
(Name)
vs. Alturas Water Co. Et AL. Dated 12-13-1909 in Fourth District
(Name of Court)
Court, County of Blaine Lincoln. Fully describe decree _____
 - License No. _____ issued by the Department of Water Resources.
 - Claim No. _____ on file with the Department of Water Resources.
- Source of water Big Wood R. tributary to Mead R.
(Name of stream or source)
- Date of priority of right 8-1-1884
- Amount of water
 - 0.50 c.f.s. and/or
 - _____ acre feet/annum
- Water is used for Irrig. from 4-15 to 10-15

from _____ to _____

from _____ to _____
(Purpose) (Month-Day) (Month-Day)
- Location of point of diversion is SW 1/4 NE 1/4 of Section 16
Township 2N, Range 18E, B.M., in Blaine County;
Additional points of diversion, if any _____
- Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
1N	18E	1	17 1/2			20													50
	19E	6					17 1/2	17 1/2	30	40	10								80

MICROFILMED

NOV 22 1996

9. Give date when water was applied to beneficial use 8-31-72 (low-water year)
Length of extension of time requested 5 years, or until end of irrig. season 1997
(Date)

10. Explain fully your reasons for requesting an extension of time within which to resume the use of your water right and reasons for non-use We are retired, and lease this farm to someone else. We are having difficulty finding someone to farm this place, so need to protect our water rights if non-use becomes necessary.

I hereby assert that no one will be injured by such extension. The information contained in this application is true to the best of my knowledge.

[Signature]
(Signature of Applicant)

Subscribed and sworn to before me this 9th day of March, 19 93.

[Signature]
(Notary Public)

My commission expires 10/16/1998 Residing at Gooding, Id

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined this application for extension of time within which to resume the use of a water right and I hereby _____ said application subject to the following conditions or reasons.

Witness my hand this _____ day of _____, 19 _____.

(Director)

For Department Use Only

Received by [Signature] Date 3-9-93 Time 10:50 am Preliminary check by MTS

Fee \$ 50.00 Received by [Signature] Date 3-9-93 5:05 PM Publication prepared by _____

Published in _____ Dates _____

Publication approved by _____ Date _____ Protests filed by: _____

Copies of protests forwarded by _____ Hearing held by _____ Date _____

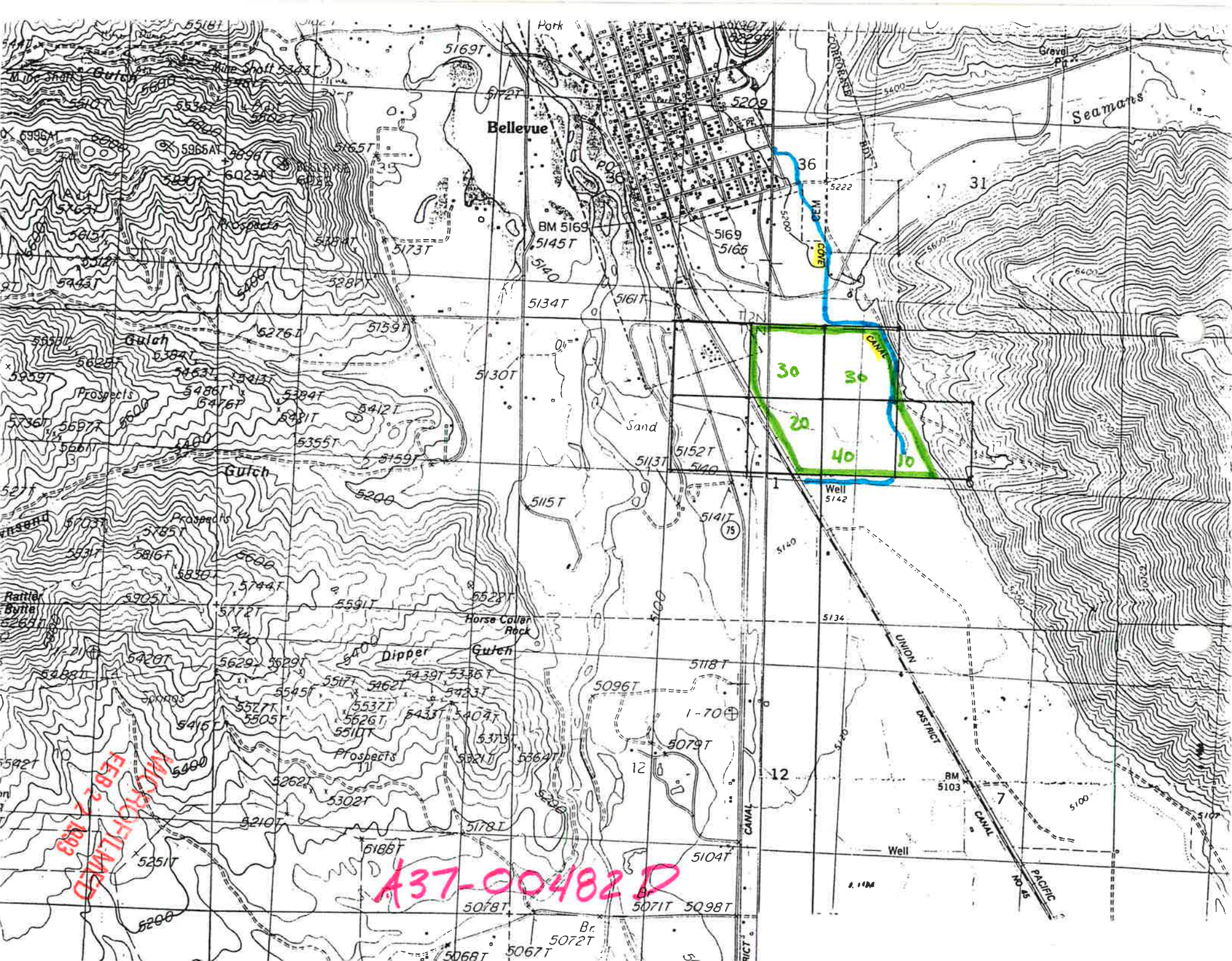
Recommended for // Approval // Denial by _____

A37-00482 D

WATER DIST.37 WOOD RIVER ABOVE MAGIC -- PRIORITY BOOK as of:

04/23/88

IVER NO	DIST. R PRIOR. OWNER	ST.ID.	ORIG DECREE TO	PRIORITY DATE	INCHES	BWCC	BELOW #10CUT	ABOVE 10
5	E 40-B5A WILLIAM AITKEN	0113	R.F. & ROSA BUHLER	07-10-1884	4.00			
5	E 40-B5B MELVIN L HAYOB	0113	R.F. & ROSA BUHLER	07-10-1884	20.00			
5	E 40-B5C FRANK STEPHENSON	0113	RF & ROSA BUHLER	07-10-1884	6.00			
5	E 40-B5D CHARLES A MCMAINS	0113	RF & ROSA BUHLER	07-10-1884	6.00			
3	E 41-A3 EARL D.MANN	37-0482	ANNIE I.MILLER ET AL	08-01-1884	8.34			
3	E 41-A3 FREDRICK BLECHMAN	37-0482	ANNIE I.MILLER ET AL	08-01-1884	8.33			
3	E 41-A3 RICHARD WELCH, JR.	37-0482	ANNIE I.MILLER ET AL	08-01-1884	8.33			
3	E 41-A8 S.F.ECCLES	37-0482	ANNIE I MILLER ETAL	08-01-1884	25.00			
3	E 41-A1 S.F.ECCLES	37-0482	ANNIE I MILLER ETAL	08-01-1884	125.00			
5	E 41-A5 CURT BARKER	37-0482	ANNIE I.MILLER ET AL	08-01-1884	16.00			
5	E 41-A6 G.CHAPMAN PETERSON	37-0482	ANNIE I.MILLER ET AL	08-01-1884	150.60			
5	E 41-A4 SPAULDING TRUST	37-0482	ANNIE I MILLER ETAL	08-01-1884	543.40			



Southern AS

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TRANSFER NO. 5037
WATER RIGHT NO(S). 37-00113K/37-00482D/37-00705

RECEIVED
MAY 27 1998
Department of Water Resources
Southern Region

This is to certify that:

THE BLECHMANN TRUST &
C/O FREDERICK H BLECHMANN
EMMY BLECHMANN
PO BOX 184
SUN VALLEY ID 83353

UWARDA D DAY
C/O GAROLD E JOHNSON
820 A ST SUITE 550
TACOMA WA 98402

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
Right No. 37-00113K : IRRIGATION Priority: 07/10/1884	04/15 to 10/15	* 4.00 CFS	493.5 AF
Right No. 37-00482D : IRRIGATION Priority: 08/01/1884	04/15 to 10/15	* 0.50 CFS	177.9 AF
Right No. 37-00705 : IRRIGATION Priority: 05/31/1883	04/15 to 10/15	* 2.20 CFS	493.5 AF
TOTAL:		** 6.38 CFS	** 493.5 AF

SOURCE

BIG WOOD RIVER

TRIBUTARY OF

MALAD RIVER

LOCATION OF POINT(S) OF DIVERSION:

SWNW , Sec. 36, Township 02N, Range 18E
BLAINE County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
01N	18E	1	Lot 1(NENE) 36	Lot 2(NWNE) 3	SENE 20	59
	19E	6	Lot 4(NWNW) 37	Lot 5(SWNW) 39	SENW 6	82
Total number of acres irrigated:						** 141

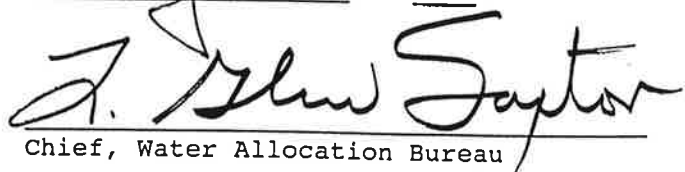
TRANSFER NO. 5037
WATER RIGHT NO(S). 37-00113K/37-00482D/37-00705

CONDITIONS OF APPROVAL AND REMARKS

1. This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
2. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
3. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
4. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.
5. Approval of Transfer 5037 does not grant any right-of-way or easement for use of a delivery system owned by person(s) other than the right owner.
6. Use of water under this water right will be regulated by the watermaster of State Water District No. 37, Big Wood River, and subject to the policies and procedures of Wood River Valley Irrigation District #45.
7. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department at both the diversion from the river and the redirection from the canal that will provide suitable control of the diversions.
- * 8. A portion of each right has been identified as river loss resulting from the change in point of diversion authorized under this transfer: 0.08 cfs of Right 37-00113K, 0.01 cfs of Right 37-00482D and 0.03 cfs of Right 37-00705. In addition, 0.20 cfs of Right 37-00705 has been identified as river loss under a previous transfer.
- ** 9. Rights 37-00113K, 37-00482D and 37-00705 when combined shall not exceed a total diversion rate of 6.38 cfs, a total annual diversion volume of 493.5 af at the field headgate, and the irrigation of 141.0 acres.

Dated this 14th day of

May, 1998.


Chief, Water Allocation Bureau

MEMORANDUM

TO: Files 37-00113B & C, 37-00482A & 37-00705

FROM: Pam Skaggs^{CS}/State Office

SUBJECT: Transfer 5037

DATE: May 13, 1998

Transfer 5037 changes the point of diversion and place of use under all of Rights 37-00113B & C (combined into Part K) and 37-00705, and a portion of Right 37-00482A (splitting the right into parts C & D).

The point of diversion is being moved from Cove Canal since the canal no longer reaches the property. The new point of diversion is the Wood River Valley (WRV) Irrigation District #45 canal that can deliver water to the property. District #45 has agreed to the change subject to standard delivery policies and IDWR approval. The watermaster of Water District 37 has approved the change and recommends a loss of 0.12 cfs be charged to the river by moving the diversion point downstream.

The place of use is being changed to reflect historic use as confirmed by region review. The acres found differ slightly from the 130 acres identified on the application. The 141 acres identified by region staff have been recommended as the approval place of use. No physical change or enlargement to the existing place of use will occur.

Region staff addressed both the question of field requirements and ditch loss and found the higher than standard rate of diversion is justified under these rights. (See Region transfer memo.) The rights will be limited to the diversion less river loss and standard WRV Irrigation District #45 practices. Diversion volume at the field headgate will be limited to the maximum standard of 3.5 af per acre or 493.5 afa.

Recommended conditions include irrigation overlap, right-of-way, watermaster & irrigation district control, measuring devices/lockable controlling works at both river diversion & redirection from canal, river losses identified, combined right limits and standard transfer conditions.