

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 37-11661A
Date Received: 10/14/1988
Receipt No: X999999
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

ROD KEGLEY Phone: (208) 726-0725
PO BOX 2063
KETCHUM ID 83340

2. Date of Priority: 05/21/1890

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
03N	18E	20	SW SW NW	BLAINE	

5. Description of diverting works:

DIVERSION DAM IN RIVER FOR HIAWATHA CANAL.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	0.2	
STOCKWATER	4/01	11/01	0.02	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
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03N

18E 32

SE SE
NE SE
SE SE

STOCKWATER
IRRIGATION 4
IRRIGATION 6

Section Acres 10

Total Acres 10

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:

14. Remarks:

THIS RIGHT IS A PORTION OF 370523A. SEE TR.-3286.

***** CHANGE OF OWNERSHIP COMPLETED 1-30-1997 BY KKC BASED UPON SIGNED CHG
OWNERSHIP FORM AND WARRANTY DEEDS FROM VAN TO KEGLEY AND KEGLEY TO COYOTE BLUFF.
THIS PORTION WAS NOT SOLD.

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

SOUTHERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

March 3, 2004

ROD KEGLEY
PO BOX 2063
KETCHUM ID 83340

Re: SRBA Claim #37-11654A, 37-11661A, 37-11657A, 37-11659A

Dear Mr. Kegley,

Pursuant to the change in ownership request that has been submitted to the Department, we have changed the record of current ownerships to you. Please find the enclosed copies of the computer records of the claims noting the change in claimant. Review these records and if there is an error, or you have any questions, please contact this office. (208) 736-3033

Sincerely,

Carrie Hahn
Office Specialist

Enc. (9)

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

RECEIVED
FEB 10 2004
 Department of Water Resources
 Southern Region

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
37-11654A					
37-11661A					
37-11657A					
37-11659A					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) CHARLOTTE BODNER
4. New Owner/Claimant(s) BOX 268 HAILEY, ID 83333
- Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address ROD KEGLEY
- City, State and ZIP Code Box 2063
- New Telephone Number KETCHUM, ID 83340
5. Date you acquired the property 208 720 0687
- 6/24/03

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

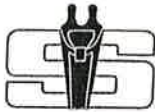
DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) Rockiss
(include title if applicable) _____

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____ Date _____ Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____



WARRANTY DEED

For Value Received LISELOTTE BODNER, an unmarried woman

the Grantor hereby grants, bargains, sells, conveys and warrants unto ROD KEGLEY, a married man, as his sole and separate property

the Grantee whose current address is: PO BOX 2063, KETCHUM ID 83340

the following described premises, to-wit:

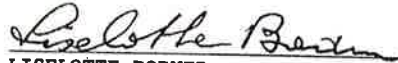
SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

Parcel Number: 000540000010A & 20A

SUBJECT TO: Current General Taxes, a lien in the process of assessment, not yet due or payable. Easements, restrictions, reservations, provisions of record, and assessments, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that said premises are free from all encumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: June 20, 2003


LISELOTTE BODNER

State of IDAHO

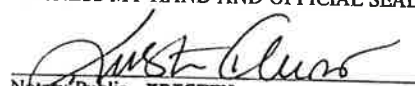
ss.

County of BLAINE

On this 20th 24th day of June, 2003, before me, the undersigned, a Notary Public, in and for said State, personally appeared LISELOTTE BODNER

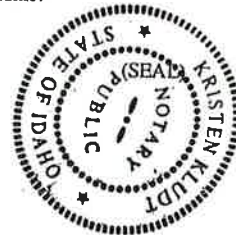
_____, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that she executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.


Notary Public KRISTEN KLUDT

Residing at: KETCHUM

Commission Expires: December 14, 2007



LEGAL DESCRIPTION

Order Number: 03011797

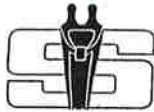
PARCEL I:

Lot 1 of BODNER SUBDIVISION, according to the official plat thereof, recorded December 11, 1986, as Instrument No. 279940, records of Blaine County, Idaho.

Note: The street address is purported to be 101 Coyote Bluff Drive, Blaine County, Idaho 83333.

PARCEL II:

Lot 2A of A REPLAT OF LOTS 2 & 3 BODNER SUBDIVISION, according to the official plat thereof, recorded May 9, 1990, as Instrument No. 319416, records of Blaine County, Idaho.



QUITCLAIM DEED

THIS INDENTURE, Made this 23rd day of June, 2003 between
ROD KEGLEY AND ROBYN ANN KEGLEY, husband and wife

as Grantor and

ROD KEGLEY, a married man, as his sole and separate property

as Grantee

whose current address is PO BOX 2063, KETCHUM, ID 83340

WITNESSETH That said Grantor for and in consideration in lawful money of the United States of America, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these premises remise, release and forever QUITCLAIM, unto the said Grantee and to its heirs and assigns all that certain lot, piece or parcel of land, bounded and particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE
INCORPORATED HEREIN.

Parcel Number: 000540000010A & 20A

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof. TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the Grantee and to its heirs and assigns forever.

IN WITNESS WHEREOF, The said Grantor has hereunto set its hand and seal the day and year first above written.


ROD KEGLEY

ROBYN ANN KEGLEY

State of IDAHO

SS.

County of BLAINE

On this 24th day of June, 2003, before me, the undersigned, a Notary Public, in and for said State, personally appeared ROD KEGLEY

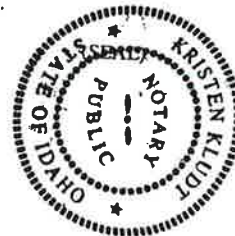
_____, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.


Notary Public KRISTEN KLUDT

Residing at: KETCHUM

Commission Expires: December 14, 2007



LEGAL DESCRIPTION

Order Number: 03011797

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Note: The street address is purported to be 101 Coyote Bluff Drive, Blaine County, Idaho 83333.

PARCEL II:

Lot 2A of A REPLAT OF LOTS 2 & 3 BODNER SUBDIVISION, according to the official plat thereof, recorded May 9, 1990, as Instrument No. 319416, records of Blaine County, Idaho.

Real Estate Purchase And Sale Agreement



Purchase Price \$ 750,000

SEVEN HUNDRED FIFTY THOUSAND

Dollars

Buyer: ROD KEGLEY A SINGLE MAN

Seller: CHARLOTTE BODNER

Property Address: 11851 HWY 75

Legal Description: LOTS 1 AND 2A BODNER SUB

City: N/A

County: BLAINE

State: IDaho

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

Terms The purchase price is payable as follows:

\$ 50,000

Cash, cashier's check, loan proceeds, or certified funds at closing, including Earnest Money

\$ 700,000

Seller Financing - See Financing Contingency "Other Terms"

\$

Other - See Financing Contingency "Other Terms"

\$ 0.750,000

Total Purchase Price - Not including closing costs

Earnest Money \$ 5000

Evidenced By:

☒ Personal Check

☐ Cashier's Check

☐ Promissory Note

To be Held By:

☐ Listing Broker

☐ Selling Broker

☒ Title Company

Other Remarks:

Dollars

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

Offer Expires On: Date: 4/25/03 Time: 5:PM

Closing Date: JUNE 20, 2003 OR SOONER

Possession Date: ☒ On closing date OR ☐ Other:

Responsible Closing Broker / Office: N/A

Responsible Closing Agency / Title Co: BLAINE COUNTY TITLE

Inspection Contingency

- 1) This offer is contingent upon Buyer's inspections of the property and acceptance of the condition of the property in writing on or before ____ Yes ☐ No ☒
- 2) Buyer shall have the right to, and is strongly advised to, conduct inspections, tests, surveys and other studies ("inspections") at Buyer's sole cost to confirm all information provided to Buyer, and to thoroughly inspect the property.
- 3) Square footage verification: Buyer is aware that any reference to the square footage of the real property or improvements is approximate. If square footage is material to the Buyer, Buyer must verify same during the inspection period.
- 4) Water Rights verification: It is strongly advised that the Buyer contact a knowledgeable attorney of the Buyer's choice, experienced in water law, to advise the Buyer of the validity, quality, and quantity of any water right acquired with real estate described in the Agreement. Buyer must verify same during the inspection period.
- 5) Buyer to select own professionals with appropriate qualifications to conduct all inspections and verifications.
- 6) Seller shall provide reasonable access for such inspections; Buyer shall indemnify Seller and hold Seller harmless from all injury, loss or liability regarding such inspections.
- 7) THIS INSPECTION MAY NOT BE USED BY BUYER TO OBJECT TO ANY MATTER OTHER THAN A MATERIAL CONDITION OR DEFECT PREVIOUSLY UNDISCLOSED TO AND / OR UNKNOWN TO BUYER.
- 8) If Buyer does object, Buyer shall, prior to expiration of the inspection contingency period, notify Seller in writing identifying those material conditions or defects previously undisclosed to and / or unknown to Buyer to which Buyer objects and in such notification, shall elect to (a) terminate this Agreement or (b) list acceptable remedies and allow Seller to cure such material condition(s) or defect(s). If Buyer elects (b), Seller shall have ____ business days after receipt of such notice to give Buyer written notice that Seller will correct such condition(s) and defect(s) prior to closing, in which case the inspection contingency shall be conclusively deemed satisfied.

Inspection Contingency Paragraph 8 - Continued

Document #

Date of Document:

Buyer's Initials / Date 7/22/03 RK

Buyer's Initials / Date ____ / ____

Seller's Initials / Date 7/22/03 RK

Seller's Initials / Date ____ / ____

Inspection Contingency Paragraph 8- Continued

If Seller does not give written notice as above or if Seller gives notice but fails to correct such condition(s) and defect(s) prior to closing, Buyer may, at Buyer's option, waive the contingency or declare this Agreement null and void by delivering written notice of election to terminate to the Seller. If this Agreement is terminated, the Earnest Money will be refunded to Buyer (less any expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" and "Inspection Contingency" sections of this Agreement).

Lead-Based Paint Contingency The subject property is *target housing* (built prior to 1978) regarding lead-based paint and/or lead-based paint hazards: No ☐ Yes ☒ If "yes", Buyer acknowledges receipt of the Seller's completed and signed Lead-Based Paint "Disclosure of Information" form, and Buyer ☒ Waives the right to conduct a Lead-Based Paint Inspection or ☐ Elects to inspect, see Lead-Based Paint Contingency Addendum.

Financing ContingencyYes ☐ No ☐

This Agreement is contingent upon Buyer securing the following financing:

Assume Existing Loan: ☐

New Loan: ☒

Amount: \$ 700,000

Type of Loan: Conv ☒

FHA ☐

VA ☐

Maximum % Rate: *N/A*

Fixed Rate ☐

Adj. Rate ☐

Years: *N/A*

Maximum Points: *N/A*

☐ Property must appraise at no less than the purchase price.

☐ Preliminary Approval. Buyer shall, on or before _____

provide Seller with a letter from Buyer's lender evidencing preliminary approval of Buyer's ability to qualify for the loan amount and terms set forth above, subject only to such reasonable and customary conditions as the lender typically imposes on such preliminary approval letters.

Other Terms: *SELLER TO CARRY FIRST DEED OF TRUST
BUYER WILL SUBDIVIDE THE LAND AND PAY 100,000.00
PER LOT SALE UNTIL THE 700,000 IS PAID AND 5% OF NET SP TO BUYER*

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

this Agreement shall terminate and the Earnest Money shall be refunded to Buyer (less any expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" and "Inspection Contingency" sections of this Agreement), unless on Buyer's request Seller extends the deadline in writing prior to expiration of the above deadline, in which case the new deadline shall control the duration of the contingency.

Sale of Buyer's Property ContingencyYes ☐ No ☒

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

Listed with:

Listing Agent:

Phone:

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

this Agreement shall terminate and the Earnest Money shall be refunded to Buyer (less any expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" and "Inspection Contingency" sections of this Agreement), unless on Buyer's request Seller extends the deadline in writing prior to expiration of the above deadline, in which case the new deadline shall control the duration of the contingency.

Seller's Right to Accelerate Buyer's Contingency ReleasesYes ☐ No ☒

Whether marked "yes" or "no" Seller has the right to continue to offer the property for sale and to accept backup offers until closing. Should Seller receive another acceptable offer to purchase, prior to Buyer's contingencies being waived or removed, Seller shall give Buyer written notice of such new offer. In the event the Buyer does not waive or satisfy all contingencies in writing within _____ business days after the receipt of such notice then this Agreement shall terminate and the Earnest Money shall be returned to Buyer less expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" and "Inspection Contingency" sections of this agreement. In the event the Buyer does waive or remove the contingencies, the Buyer shall proceed to purchase the property under the remaining terms and conditions of this Agreement, notwithstanding that the terms of the new offer may be more or less favorable. Notice shall be considered given on the earlier of either personal delivery of notice to the Buyer or his/her representative or two calendar days following the date of mailing evidenced by the postmark on the envelope containing such notice. All notices shall be sent to the addresses shown on this Agreement.

Document #

Buyer's Initials / Date *4/22/03 RR*

Seller's Initials / Date _____ / _____

Date of Document:

Buyer's Initials / Date _____ / _____

Seller's Initials / Date _____ / _____

4/22/03

Other Contingencies

Yes ☐ No ☒ See Addendum(s) ☐

BUYER WILL HAVE ATTORNEY DRAW-UP
CONDITIONS OF FINANCING AGREEMENT
ALL WATER RIGHTS INCLUDED

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

this Agreement shall terminate and the Earnest Money shall be refunded to Buyer (less any expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" and "Inspection Contingency" sections of this Agreement), unless on Buyer's request Seller extends the deadline in writing prior to expiration of the above deadline, in which case the new deadline shall control this contingency.

Additional Terms

Yes ☐ No ☐ See Addendum(s) ☐

BUYER IS A LIC. ID. REALTOR
PROPERTY IS NOT LISTED FOR SALE WITH
A REALTOR

Included Items (In addition to paragraph 4 on page 4)

Excluded Items

Costs To Be Paid By	Appraisal	Standard Title Ins.	Closing Escrow Fee	Assess ments	Well Insp.	Septic Insp.	Septic Pumping	
Buyers	☐	☐	☐	☐	☐	☐	☐	☐
Sellers	☐	☒	☐	☐	☐	☐	☐	☐
Share Equally	☐	☐	☒	☐	☐	☐	☐	☐
N / A	☒	☐	☐	☒	☒	☒	☒	☐
See Addl. Terms	☐	☐	☐	☐	☐	☐	☐	☐

Agents

Listing Agent:

Agency:

Phone:

Fax:

E-Mail:

N/A

Selling Agent:

Agency:

Phone:

Fax:

E-Mail:

N/A

Document #

Date of Document:

4/22/03

Buyer's Initials / Date 4/22/03 YRK

Buyer's Initials / Date ____ / ____

Seller's Initials / Date ____ / ____

Seller's Initials / Date ____ / ____

Page 3 of 6

REPRESENTATION CONFIRMATION

Check one (1) box in Section 1 below and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- ☒ The broker working with the BUYER(S) is acting as an AGENT for the BUYER(S).
☐ The broker working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S).
☐ The broker working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- ☒ The broker working with the SELLER(S) is acting as an AGENT for the SELLER(S).
☐ The broker working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S).
☐ The broker working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

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

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

Standard Terms. All parties are advised to carefully review the following:

- 1) **Withdrawal of Offer** – Buyer can withdraw offer at any time before written acceptance by notifying Selling broker's office in writing.
- 2) **Closing Date** – On or before the closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes, insurance, dues, assessments (using the last available assessment as a basis), rent, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of the Closing Date.
- 3) **Closing Costs** – Costs in addition to those listed may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if Seller's loan is assumed.
- 4) **Included Items** - If present at time of offer, all attached floor coverings, attached television antennae, attached plumbing, bathroom and lighting fixtures, window screens, window coverings, screen doors, storm windows, storm doors, garage door opener(s), transmitter(s), exterior trees, plants, shrubbery, water heating apparatus and fixtures, attached fireplaces and free-standing fireplaces, awnings, ventilating, cooling and heating systems, built-in and drop-in ranges (but excepting all other ranges), any alarms (burglar, fire, etc.), fences and gates, fuel tanks, irrigation fixtures and equipment, any and all water and water rights, and all ditches and ditch rights that are appurtenant thereto shall be included in the sale unless otherwise provided herein.
- 5) **Disclosure** – If required by Title 55, Chapter 25 Idaho Code, Seller shall within ten (10) calendar days after the execution of this agreement provide to the Buyer "Seller's Property Disclosure Form" and Buyer shall have three (3) business days from receipt of the disclosure report to waive or not waive the right to rescind the offer based upon information contained in the report, a copy of which shall be delivered upon execution to Seller.
- 6) **Existing Loans** - Within three (3) business days of acceptance, Seller shall provide Buyer with all Notes and Deeds of Trust or other financing documents to be assumed or taken subject to. Within five (5) business days of receipt thereof, Buyer shall in writing notify Seller of his / her approval or disapproval of the terms of said documents. Buyer's approval shall not be unreasonably withheld.
- 7) **Business Day** – "Business Day" in this agreement shall mean Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined by Idaho Code, Section 67-5302.
- 8) **Counterparts / Facsimile Transmission** – This agreement may be executed in one or more counterparts, each is deemed to be the original hereof, and all of which together constitute one and the same instrument. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as personal delivery of the original. At the request of either party, or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.

Standard Terms - Continued

Document #

Buyer's Initials / Date 4/22/03 RR

Seller's Initials / Date ____ / ____

Date of Document:

Buyer's Initials / Date ____ / ____

Seller's Initials / Date ____ / ____

4/22/03

Standard Terms - Continued

- 9) **Standard Title Insurance** – Seller shall within a reasonable time after closing furnish to the Buyer a title insurance policy in the amount of the purchase price of the property showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a commitment of title insurance policy showing the condition of the title to said property. Buyer shall have either five (5) business days from the receipt of the commitment or until twenty-four (24) hours prior to the closing, whichever first occurs, within which to object to the condition of the title as set forth in the commitment. If the Buyer does not object, the Buyer shall be deemed to have accepted the conditions of the title.
- 10) **Extended and Other Coverage Title Policies** – A standard policy of title insurance does not cover certain potential problems or risks such as liens (i.e., a legal claim against property for payment of some debt or obligation), boundary disputes, claims of easement, and other matters of claims if they are not of public record at the time of closing. However, under Idaho law such potential claims against the property may have become a legal obligation before the purchase of the home and may not yet be of public record until after the purchase. Title Insurance companies may be able to issue an "extended coverage" policy for an additional premium. In addition to the premium for an extended coverage title policy, there may be other costs involved, i.e., survey or additional closing fees. Such a policy may protect the Buyer against such problems. It is recommended that the Buyer talk to a title insurance company about what it offers in the way of extended coverage and other coverages, that may be appropriate. Only the policy itself shows exactly what type of coverage is offered, so contact a title company for particulars.
- 11) **Title Conveyance** – Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. No liens, encumbrances, defects, except those which are to be discharged or assumed by Buyer or to which title is taken subject to, shall exist unless otherwise specified in this agreement.
- 12) **Default by Buyer** – If the Buyer defaults in the performance of this agreement, Seller will have the option of (1) accepting the Earnest Money as liquidated damages and this agreement shall terminate; or (2) pursuing any other lawful right or remedy to which the Seller may be entitled, which may include specific performance. In the case of option (1), Seller shall make demand in writing upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by or on behalf of Seller and Buyer related to the transaction, as set forth in the "Costs Paid By" section above, and said holder shall pay any balance of the money to the Seller. Seller and Buyer specifically acknowledge and agree that if Seller elects to accept the Earnest Money as liquidated damages, such shall be the Seller's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture.
- 13) **Default by Seller** – It is agreed that if the title of said property is not marketable, or cannot reasonably be made so within twenty (20) business days after notice containing a written statement of defects is delivered to the Seller, or if the Seller, having approved the sale fails to consummate the same as herein agreed, the Buyer has the option of (1) having the Earnest Money returned to the Buyer and the Seller shall pay for the cost of title insurance, escrow and legal fees, if any, and this agreement shall terminate; or (2) pursuing any other lawful right or remedy to which the Buyer may be entitled, which may include specific performance.
- 14) **Interpleader** – In the event of a dispute between Seller and Buyer as to the Earnest Money, the holder of the Earnest Money shall be entitled to file an interpleader action in a court of competent jurisdiction, as provided by statute.
- 15) **Attorney's Fees** – If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorneys' fees including such costs and fees on appeal and in any bankruptcy proceeding.
- 16) **Risk of Loss** – Prior to closing of this sale, all risk of loss shall remain with Seller. In addition should the property be materially damaged by fire or other cause prior to the closing, this agreement shall be voidable at the option of the Buyer. Buyer shall give written notice of intent to void the agreement to Seller or Seller's Agent and shall be entitled to a full refund of the Earnest Money.
- 17) **Entire Agreement** – This Agreement contains the entire agreement of the parties respecting the matters herein set forth and supersedes any prior agreements or negotiations respecting such matters. No agreement, representations, or warranties including, without limitations, any warranty of habitability, not expressly set forth herein shall be binding on either party.

Standard Terms - Continued

Document #

Buyer's Initials / Date 4/22/03 BK

Seller's Initials / Date ____ / ____

Date of Document:

Buyer's Initials / Date ____ / ____

Seller's Initials / Date ____ / ____

4/22/03

Page 5 of 6

18) Time Is of the Essence in this Agreement.

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

20) **FIRPTA – Tax Withholding at Closing** – The parties agree that they shall fully comply with the Foreign Investment in Real Property Tax Act ("FIRPTA"). If Seller is not a "foreign person" under FIRPTA, at closing, Seller shall sign an affidavit stating the same. If Seller is a "foreign person" under FIRPTA, at closing the Closing Agent shall withhold from the sale proceeds the appropriate tax amount and submit such amount and any required forms to the Internal Revenue Service. Seller hereby indemnifies and holds Buyer and Closing Agent harmless from any and all liability, including attorney's fees, related to Seller's taxes under FIRPTA, or otherwise, which indemnification and hold harmless shall survive closing of the transaction.

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

In the event this form is received by electronic transmission and / or email, the parties hereto acknowledge that they have not changed or altered the content of this form template.

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

Buyer's Signature

x Rod IS 4/22/03
 Signature Date
 Printed Name ROD KEGLEY
 Address B 2063
 City, State, Zip KETCHUM ID 83340
 Home Phone
 Business Phone 720 0687
 Fax
 E-Mail

Buyer's Signature

x _____
 Signature Date
 Printed Name
 Address
 City, State, Zip
 Home Phone
 Business Phone
 Fax
 E-Mail

Seller(s) Acceptance On the specified date, Seller acknowledges having read this Agreement in its entirety, including the Standard Terms, and Seller hereby approves and accepts the sale set forth in the above Agreement

☐ "AS-IS" ☒ Subject to attached Counteroffer

Seller agrees to carry out all of the terms thereof on the part of the Seller and acknowledges receipt of a true copy of this Agreement signed by all parties.

Seller's Signature

x Charlotte Bodner 4/22/03
 Signature Date
 Printed Name CHARLOTTE BODNER
 Address Box 268
 City, State, Zip HAILEY
 Home Phone 788 4295
 Business Phone
 Fax
 E-Mail

Seller's Signature

x _____
 Signature Date
 Printed Name
 Address
 City, State, Zip
 Home Phone
 Business Phone
 Fax
 E-Mail

Document #

Date of Document: 4/22/03

Real Estate Purchase and Sale Agreement SBR Form © 2001 Sawtooth Board of Realtors

Page 6 of 6

Version 1.0 • 06/2001

COUNTER OFFER

This is a counter to the offer by Rod Kegley ("Buyer") to Charlotte Bodner ("Seller") contained in the Real Estate Purchase and Sale Agreement dated 4/22/03 ("Offer") the subject of which is the real property commonly known as 11851 Highway 75, Blaine County, Idaho. Seller hereby offers to sell the Property to Buyer on all of the terms and conditions set forth in the Offer except as follows:

1. Purchase Price and Terms. The Purchase Price shall be eight hundred thousand dollars (\$800,000.00) payable as follows: (i) \$10,000 as a deposit on the date hereof; (ii) \$80,000 in cash, including the deposit referred to in (i) above, on the closing date; and (iii) the balance of \$720,000 by Buyer delivering to Seller on the closing date a promissory note ("Note") providing for the payment of principal in equal annual installments of \$100,000 plus accrued interest on the unpaid balance calculated at the rate of 6% per annum. In addition to interest on the principal amount of the Note, Buyer shall pay to Seller an amount equal to 5% of the net sales proceeds received from the sale of the Property within 5 business days of Buyer's receipt of any such proceeds. The Note shall allow for prepayment of the principal and interest amounts. The Note shall be secured by the lien of a first deed of trust ("Deed of Trust") on the Property. The Note and Deed of Trust shall permit the subdivision and sale of the Property and shall provide for partial releases of the lien of the Deed of Trust in amounts equal to all accrued interest plus the sum obtained by dividing the unpaid principal balance by the platted number of lots accrued interest. The Note and Deed of Trust shall permit the removal of all improvements on the Property except for the principal residence which Seller shall be permitted to occupy without rent or other expense for up to one year after the closing. The Note and Deed of Trust shall be in a form approved by Seller and her attorneys prior to the closing date.

*BLANE CO
JIT
RK
FIRST PM
BEFORE 10/31
CB
RK*

2. Construction. This counter offer and the Offer are intended to constitute one agreement upon acceptance of the Buyer. In the event of any inconsistency between this counter offer and the Offer the terms of this counter offer shall control.

3. Acceptance. This counter offer expires on April 28, 2003 at 5:00 P.m.

Dated: 4-25, 2003

Charlotte Bodner
Charlotte Bodner

Dated: 7-28, 2003

Rod Kegley
Rod Kegley

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: **A37-11661A**
Date Received: 10/14/1988
Receipt No: X777777
Received By: _____

**COPY FOR
YOUR FILES**

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

**COPY FOR
YOUR FILES**

1. Name: LISELOTTE VAN
Address: PO BOX 268
HAILEY ID 83333 208-788-4295

2. Date of Priority: MAY 21, 1890

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
03N	18E	20	SW	SW	NW		BLAINE

5. Description of diverting works:
DIVERSION DAM IN RIVER FOR HIAWATHA CANAL.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.200		
STOCKWATER	04/01	11/01	0.020		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
S/ 40 HD HORSES.

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
03N	18E	32	NE	SE		IRR	4.0
			SE	SE		IRR	6.0
			SE	SE		STOCK	

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	10.0
					Total Acres	10.0

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:

A37-11654A ,A37-11657A, & A37-11659A.

14. Remarks:

THIS RIGHT IS A PORTION OF 370523A. SEE TR.-3286.

CHANGE OF OWNERSHIP COMPLETED 1-30-1997 BY KKC BASED UPON SIGNED
CHG OWNERSHIP FORM AND WARRANTY DEEDS FROM VAN TO KEGLEY AND
KEGLEY TO COYOTE BLUFF. THIS PORTION WAS NOT SOLD.

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

January 31, 1997

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

LISELOTTE VAN
BOX 268
HAILEY ID 83333

RE: SNAKE RIVER BASIN ADJUDICATION CLAIMS A37-11654, A37-11657,
A37-11659, AND A37-11661 CHANGE OF OWNERSHIP

Dear Ms Van

Enclosed are your copies of the above listed claims as changed and a copy of the ownership change request. Please review the claims to verify that the data is correct.

Sincerely

Kelly K Christensen
Sr Water Resource Agent

Enclosures



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

JUL 03 1996

Department of Water Resources
Southern RegionDATE OF CLOSING: 3-31-95Please print or type
(see instructions on back of page)

LEGAL DESCRIPTION OF PROPERTY: Township 3N Range 18E
 Section 32A33 1/4 of 1/4 of 1/4 Govt. Lot , BM.
 Lot 30, Block, 300000, Subdivision/Townsite .

If you have additional legal descriptions, please attach separate sheet.

SECT. 32 SE 1/4 of SE 1/4; SEC 33 NW 1/4 of SW 1/4 + SW 1/4 of SW 1/4

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s)
Assigned by IDWR: A37-11654, A37-11657, A37-11659, A37-11661
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): LISELOTTE VAN
BOX 268
HAILEY, ID. 83333
- ☐ New Owner/Claimant (Purchaser): ROD KEGLEY + GOODMAN FAMILY TRUST UTD 6-23-88
- ☐ New Mailing Address: BOX 2063
KETCHUM, ID. 83340
- ☐ New Telephone Number: (208) 788 - 0126
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- ☐ Attach proof of ownership, describe proof attached: COPY OF WARRANTY DEED
(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)
- ☐ Signature of New Owner/Claimant(s) X Rod 1SS Date 6/28/96
X Goodman Family Trust UTD 6-23-88 Date 7/1/96
Daniel Goodman, Trustee
- ☐ Signature of Former Owner/Claimant(s): _____ Date _____
_____ Date _____

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

FOR IDWR USE ONLY:

Initial Review and Data-Entry
Date: _____ By: _____

Further Action Needed:

Further Action Taken
Date: _____ By: _____Final Review and Data-Entry
Date: _____ By: _____

Claim Numbers of Split, if any:

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



WARRANTY DEED

COPY

For Value Received LISELOTTE BODNER, AN UNMARRIED WOMAN

the Grantor hereby grants, bargains, sells, conveys and warrants unto ROD KEGLEY, A SINGLE MAN,
AND THE GOODMAN FAMILY TRUST DATED JUNE 23, 1988, DAVID P. GOODMAN, TRUSTEE

the Grantee whose current address is: P.O. BOX 2063, KETCHUM, IDAHO 83340

the following described premises, to-wit:

Lot 3A of A REPLAT OF LOTS 2 & 3 BODNER SUBDIVISION, according to the official
plat thereof, recorded May 9, 1990, as Instrument No. 319416, records of
Blaine County, Idaho.

Together with but not limited to the following described water rights:

25.5 inches, priority date March 24, 1883, Permit No. A37-11654
33 inches, priority date June 1, 1886, Permit No. A37-11657
28 inches, priority date May 4, 1889, Permit No. A37-11659
23 inches, priority date May 21, 1889, Permit No. A37-11661

The consideration for this Deed is as part of an IRC 1031 Exchange.
The above property is the relinquished property.

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

Dated: March 29, 1995

Liselotte Bodner

LISELOTTE BODNER

State of IDAHO

ss.

County of BLAINE

On this 31ST day of March, 1995, before me, the
undersigned, a Notary Public, in and for said State, personally appeared LISELOTTE BODNER

_____, known to me, and/or identified to me on the basis of
satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me
that she executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

Marla G. Mink

Notary Public

Residing at: BELLEVUE

Commission Expires: 12/01/00-2000





IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION
222 SHOSHONE AVE
TWIN FALLS ID 83301
(208) 736-3033

PHILIP E BATT
GOVERNOR

KARL J DREHER
DIRECTOR

October 28, 1996

LUBOVISKI, WYGLE FALLOWFIELD & WILLIAMSON, PA
SUITE 205 THE STATION
PO BOX 1172
KETCHUM ID 83340

RE: CHANGE OF OWNERSHIP FOR ROD KEGLEY, COYOTE BLUFF RANCH LLC
A37-11654, A37-11657, A37-11659, AND A37-11661

Dear Sir

I have reviewed your ownership change request and, although the change of ownership states that the water rights are not being split, the documentation submitted indicates that Rod Kegley purchased approximately 70% of the property and water rights owned by Liselotte Van.

The warranty deed property description of Lot 3A of the Bodner Subdivision is not sufficient to determine the irrigated acres owned by each individual. An aerial photo showing the property ownership, with irrigated ground outlined by ownership, will allow the department to calculate the irrigated acres. Also, the subdivision plat showing the meets and bounds description will assist in determining those acres.

As your office submitted the change of ownership forms I am contacting you for the additional information, however, if you are to be the attorney of record for the claims held by Coyote Bluff Ranch LLC, the owners must notify the department. I have enclosed a Change in Attorney form for their use.

I am holding the ownership package you submitted earlier so please send the additional requested information attn Kelly. I have also enclosed several copies of the new change of ownership forms for your future use, that better describe the necessary documentation required when rights are being split.

Sincerely

Kelly K Christensen
Sr Water Resource Agent

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: A37-11661
Date Received: 10/14/1988
Receipt No: 1001590
Received By: gpc

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: LISELOTTE VAN 208-788-4295
Address: P.O. BOX 268
HAILEY, ID 83333

2. Date of Priority: MAY 21, 1890

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
03N	18E	20	SW	SW	NW		BLAINE

5. Description of diverting works:
DIVERSION DAM IN RIVER FOR HIAWATHA CANAL.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.660		
STOCKWATER	04/01	11/01	0.020		

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

8. Total consumptive use is 83.0 Acre Feet Per Annum.

9. Non-irrigation uses:
S/ 40 HD HORSES.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03N	18E	32	NE	SE		IRR	4.0
			SE	SE		IRR	6.0

A37-11661

Page 1

Date: 10/14/88

MICROFILMED

FEB 25 1993

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03N	18E	32	SE	SE		STOCK	
						Section Acres	10.0
		33	NW	SW		IRR	4.3
			SW	SW		IRR	19.0
						Section Acres	23.3
						Total Acres	33.3

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:
A3711654,A3711657,A3711659.

14. Remarks:
THIS RIGHT IS A PORTION OF 370523A. SEE TR.-3286.

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 ✓ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments:

For Individuals:

① We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Liselope Don Date: 10-14-88
Date:

State of Idaho)
County of Blaine) SS.

Subscribed and sworn (or affirmed) before me this 14 day
of Oct 19 88

John Dale Corbin
Notary Public

Seal

Residing at Boise Id
My Commission Expires 6/2/94





Idaho Department of Water Resources

SRBA Recommendation:

37-11654A

37-11657A

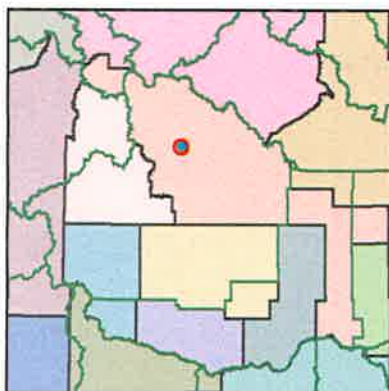
37-11659A

37-11661A

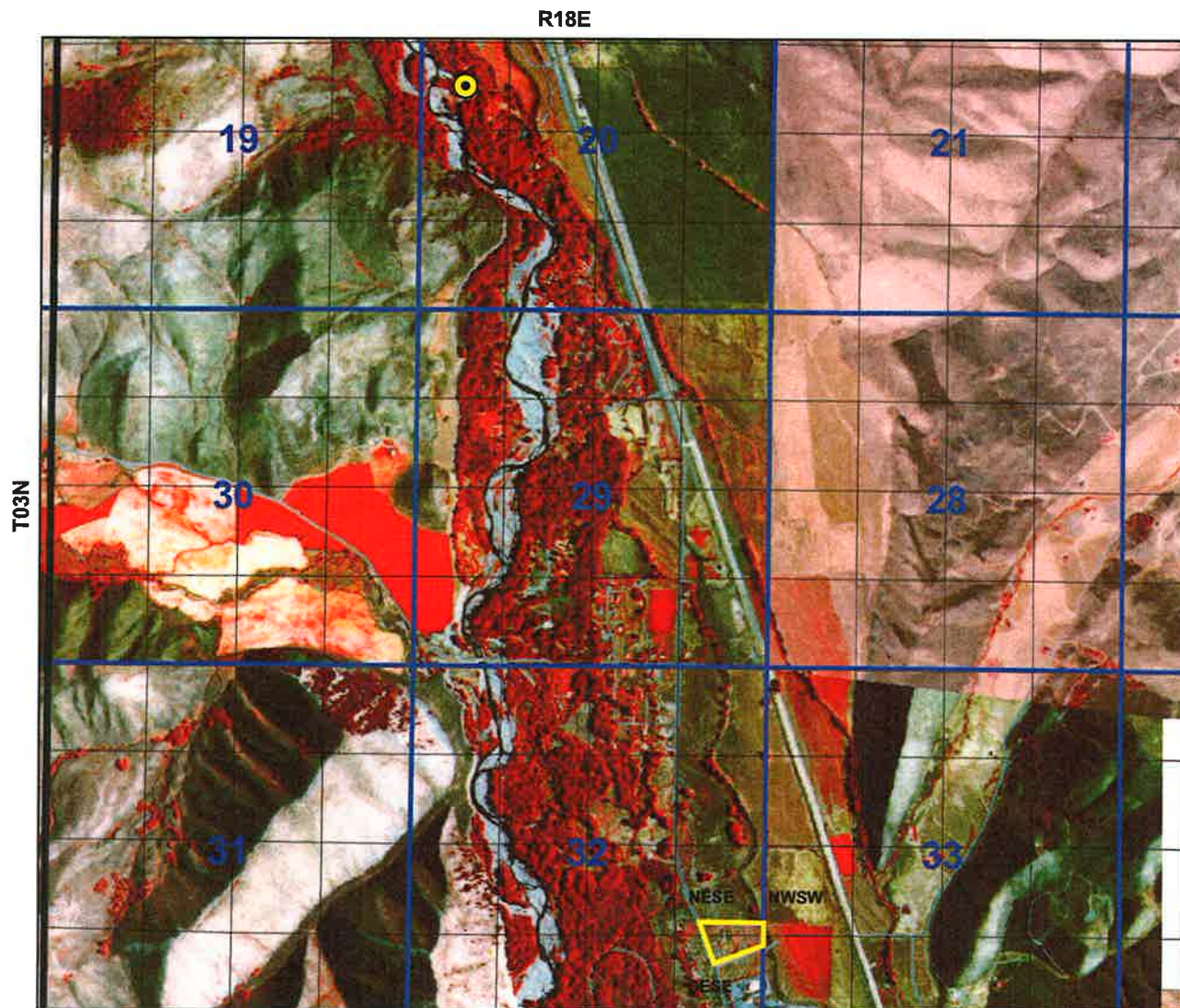
(Irrigation)

Legend

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



Blaine County
IDWR Basin 37



Prepared by E. NORQUES
On Friday, November 3, 2006
1987/88 Aerial Photography

10/27/2006

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

RIGHT NUMBER: 37-11661A
NAME AND ADDRESS: RODNEY KEGLEY
PO BOX 2063
KETCHUM ID 83340
SOURCE: BIG WOOD RIVER TRIBUTARY: MALAD RIVER
QUANTITY: 0.200 CFS
PRIORITY DATE: 05/21/1890
POINT OF DIVERSION:

T03N R18E S20 SWSWNW Within BLAINE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	4/01 11/01	0.020 CFS
IRRIGATION	4/01 11/01	0.200 CFS

PLACE OF USE: IRRIGATION Within BLAINE County

T03N R18E S32 NESE 4.00 T03N R18E S32 SESE 6.00

STOCKWATER Within BLAINE County

T03N R18E S32 SESE

10 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 10.0 acres in a single irrigation season. Combined Right Nos.: 37-11654A, 37-11657A, 37-11659A, AND 37-11661A.

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

THIS RIGHT IS A PORTION OF 370523A. SEE TR.-3286.
***** CHANGE OF OWNERSHIP COMPLETED 1-30-1997 BY KKC BASED
UPON SIGNED CHG OWNERSHIP FORM AND WARRANTY DEEDS FROM
VAN TO KEGLEY AND KEGLEY TO COYOTE BLUFF. THIS PORTION WAS
NOT SOLD.



IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION
1341 FILLMORE ST STE 200
TWIN FALLS ID 83301-3380
(208) 736-3033

PHILIP E BATT
GOVERNOR

KARL J DREHER
DIRECTOR

January 30, 1997

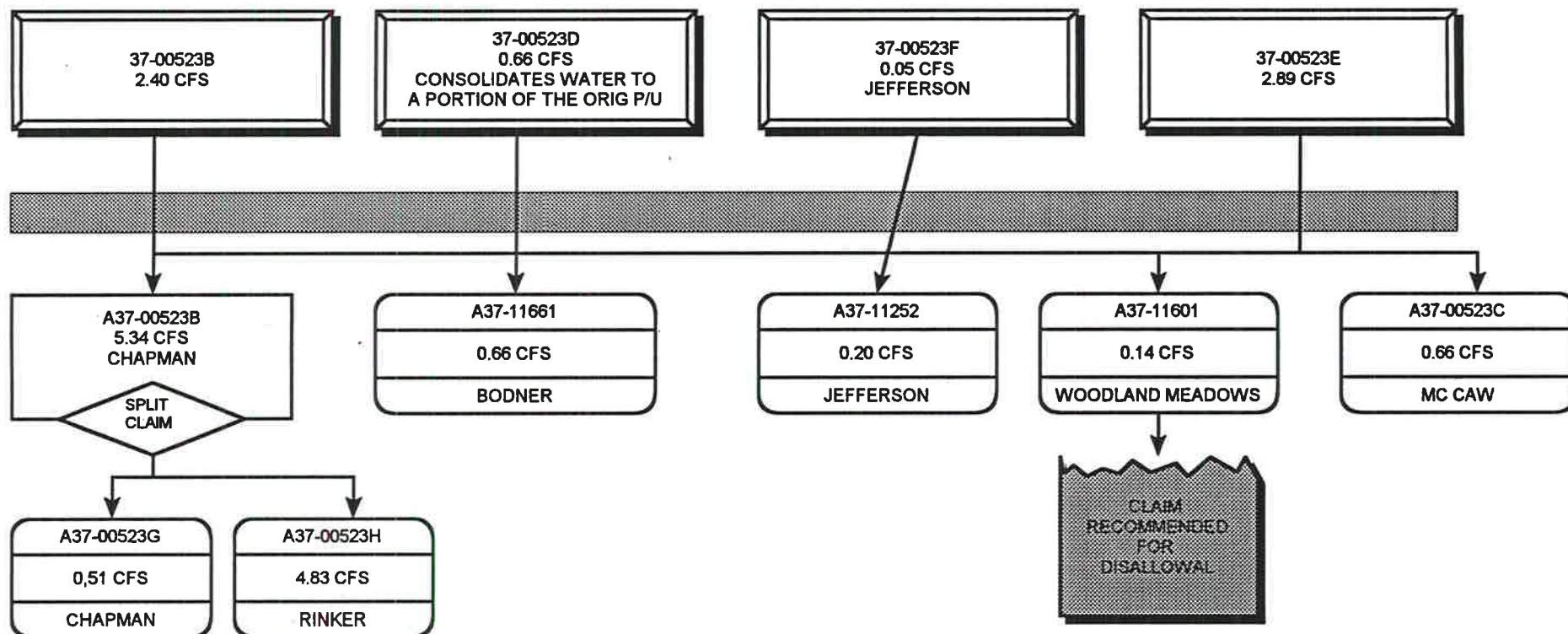
SPLIT ANALYSIS FOR A37-11654, A37-11657, A37-11659 A37-11661, & A37-11662

Rod Kegley purchased lot 3A BODNER SUBDIVISION and then signed it over to Coyote Bluff Ranch LLC. That lot includes all of the irrigated ground claimed in section 33 of the above listed rights. Therefore the proportionate rate for each right is:

<u>VAN</u> <u>ACRES</u>	<u>COYOTE BLUFF</u> <u>ACRES</u>	<u>TOTAL</u>
10	23.3	33.3
$10/33.3 = 30\%$	$23.3/33.3 = 70\%$	

PROPORTIONATE RATE PER ACRE FOR EACH CLAIM

<u>CLAIM</u>	<u>RATE FOR VAN</u> claim receives suffix A	<u>RATE FOR COYOTE BLUFF</u> claim receives suffix B
A37-11654	$0.726 * 30\% = 0.226$ CFS	$0.726 * 70\% = 0.50$ CFS
A37-11657	$0.94 * 30\% = 0.282$ CFS	$0.94 * 70\% = 0.658$ CFS
A37-11659	$0.80 * 30\% = 0.24$ CFS	$0.80 * 70\% = 0.56$ CFS
A37-11661	$0.66 * 30\% = 0.20$ CFS	$0.66 * 70\% = 0.46$ CFS



PREPARED ON 3-18-1996
BY KKC

