

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 37-20639
Date Received:
Receipt No:
Received By:

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

1. Name of Claimant(s)

THOMAS M O GARA FAMILY TRUST Phone: (208)726-3030
C/O BRIAN BARSOTTI
PO BOX 370
KETCHUM ID 83340

2. Date of Priority: 06/15/1946

3. Source: GROUND WATER , GROUND WATER Trib. to: ,

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 Lot	County	Type
01S	19E	4	NW	SW		BLAINE	
01S	19E	4	SW	NW	4	BLAINE	

5. Description of diverting works:

WELL, 60', 14" CASING; WELL, 24" DIA., 200 HP PUMP, DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	11/01	2.45	

7. Total Quantity Appropriated is:
2.45 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
01S	19E	3	SW	NW	4	IRRIGATION	16
						Section Acres	16
01S	19E	4	SW	NE	2	IRRIGATION	16
			SE	NE	1	IRRIGATION	16
			SW	NW	4	IRRIGATION	17
			SE	NW	3	IRRIGATION	17
			NE	SW		IRRIGATION	40
			NW	SW		IRRIGATION	39
			SW	SW		IRRIGATION	39
			SE	SW		IRRIGATION	40
			SE	SE		IRRIGATION	40
						Section Acres	264
01S	19E	9	NE	NE		IRRIGATION	40
			NW	NE		IRRIGATION	40
			SW	NE		IRRIGATION	40
			SE	NE		IRRIGATION	40
			NE	NW		IRRIGATION	40
			NW	NW		IRRIGATION	39
			SW	NW		IRRIGATION	27
			SE	NW		IRRIGATION	40
			NE	SW		IRRIGATION	40
			NW	SW		IRRIGATION	34
			SW	SW		IRRIGATION	39
			SE	SW		IRRIGATION	40
			NE	SE		IRRIGATION	40
			NW	SE		IRRIGATION	40
			SW	SE		IRRIGATION	40
			SE	SE		IRRIGATION	7.6
						Section Acres	586.6
01S	19E	16	NW	NW		IRRIGATION	19
						Section Acres	19
						Total Acres	885.6

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:

14. Remarks:

This right is limited to the irrigation of 79.1 acres within the place of use described above in a single irrigation season.

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

15. Basis of Claim: Decreed

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 37-803
Date Received: 12/21/1988
Receipt No: C004292
Received By:

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name of Claimant(s)

THE THOMAS M O GARA FAMILY TRUST Phone: (208)726-3030
C/O BRIAN BARSOTTI
PO BOX 370
KETCHUM ID 83340

2. Date of Priority: 06/15/1946

3. Source: GROUND WATER , GROUND WATER Trib. to: ,

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
01S	19E	4	SW NW 4	BLAINE	
01S	19E	4	NW SW	BLAINE	

5. Description of diverting works:

WELL, 60', 14" CASING; WELL, 24" DIA., 200 HP PUMP, DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	11/01	2.54	

7. Total Quantity Appropriated is:
2.54 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	
01S	19E	3	SW	NW	4	IRRIGATION	16
						Section Acres	16
01S	19E	4	SE	NW	3	IRRIGATION	17
			SW	NE	2	IRRIGATION	16
			SE	NE	1	IRRIGATION	16
			SW	NW	4	IRRIGATION	17
			NE	SW		IRRIGATION	40
			NW	SW		IRRIGATION	39
			SW	SW		IRRIGATION	39
			SE	SW		IRRIGATION	40
			SE	SE		IRRIGATION	40
						Section Acres	264
01S	19E	9	NW	SE		IRRIGATION	40
			NE	NE		IRRIGATION	40
			NW	NE		IRRIGATION	40
			SW	NE		IRRIGATION	40
			SE	NE		IRRIGATION	40
			NE	NW		IRRIGATION	40
			NW	NW		IRRIGATION	39
			SW	NW		IRRIGATION	27
			SE	NW		IRRIGATION	40
			NE	SW		IRRIGATION	40
			NW	SW		IRRIGATION	34
			SW	SW		IRRIGATION	39
			SE	SW		IRRIGATION	40
			NE	SE		IRRIGATION	40
			SW	SE		IRRIGATION	40
			SE	SE		IRRIGATION	40
						Section Acres	619
01S	19E	16	NW	NW		IRRIGATION	19
						Section Acres	19
						Total Acres	918

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:

OTHER RTS. CONTD. 37-00113C

CHANGE OF OWNERSHIP 1/12/94 BY JG.

2/8/02 tf; claim amended. POU changed to PPU. This claim is limited to the irrigation of 82 acres within the 918 acre place of use.

15. Basis of Claim: Decreed

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLSIN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number _____

Date Received _____

Receipt Number _____

RECEIVED

FEB 01 2002

Department of Water Resources
Southern RegionNOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

* AMENDED CLAIM

A 37 - 00803

Please type or print clearly

1. Name of Claimant (s) THE THOMAS M. O'GARA FAMILY TRUST ^{C/O BRIAN BARRETT} ATTORNEY AT LAW Phone (208) 726-3030Mailing Address P.O. Box 370 KETCHUM, ID Zip 833402. Date of Priority (Only one (1) per claim) 06/15/19463. Source of water supply (a) GROUNDWATER
which is tributary to (b) _____4. a. Location of existing point of diversion is: Township 01S Range 19E Section 04,
_____ 1/4 of SW 1/4 of NW 1/4, Govt. Lot, ^{LOT 4} _____ B.M., County of BLAINEAdditional points of diversion if any: TO 1S 19E S04 NW SW

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

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____
_____ 1/4, Govt. Lot _____ B.M., County of _____5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well.2 - GROUNDWATER WELLS

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For IRRIGATION purposes from 04-01 to 11-01 amount 2.54 or _____
For _____ purposes from _____ to _____ amount _____ or _____
For _____ purposes from _____ to _____ amount _____ or _____
For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 2.54 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 205 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) N/A

10. Description of place of use:

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

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
01S	19E	3							04-16										16.0
01S	19E	4			02-16	01-16			04-17	03-17	40	39	39	40				40	264.0
01S	19E	9	40	40	40	40	40	39	27	40	40	34	39	40	40	40	40	40	619.0
01S	19E	16						19											19.0

* LIMITED TO 82 AC WITHIN 918 AC PPU.

Total number of acres irrigated 918.0 AC PPU

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

12. Do you own the property listed above as place of use? Yes X No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

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

SEE ATTACHED LIST

or None ()

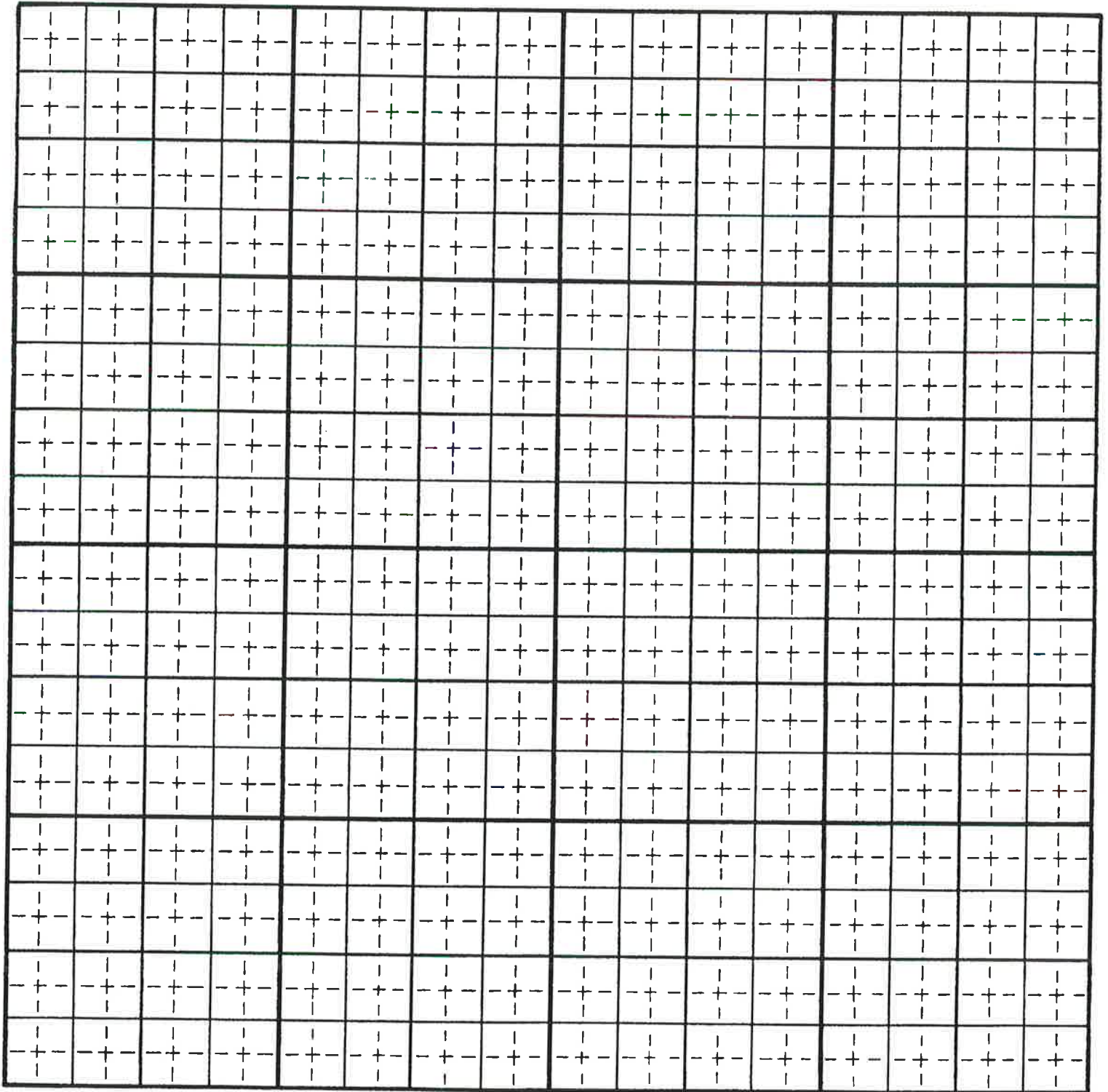
14. Remarks:

AMENDED CLAIM

Last Name _____ Ident No. _____

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile



Last Name _____ Ident No. _____

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License _____ Permit _____
Decree X
If applicable provide IDWR Water Right Number A 37-00803
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

16. Signature (s)

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

Number of attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) [Signature]

Date 1/30/02

Date _____

* LIMITED POWER OF ATTORNEY IS ATTACHED

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

Title _____

of _____, that I have signed the foregoing
Organization

document in the space below as _____ of _____
Title Organization

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

Signature of Authorized Agent _____

Title and Organization _____

Date _____

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

Subscribed and sworn (or affirmed) before me this 30th day of January 19 2002



Notary Public Tanya L. Eldredge

Residing at Twin Falls

My Commission Expires 12-18-06

Please Print Name

17. Notice of Appearance.

Notice is hereby given that I, _____ will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name _____ Ident. Number _____

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: A37-00803

Date Received: 12/21/1988

Receipt No: C004292

Received By: _____

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

1. Name: THE THOMAS M O GARA FAMILY TRUST 208-726-3030
Address: C/O BRIAN BARSOTTI
ATTORNEY AT LAW
KETCHUM ID 83340

2. Date of Priority: JUN 15, 1946

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
01S	19E	4	SW	NW	NW	4	BLAINE
			NW	SW			BLAINE

5. Description of diverting works:
WELL, 60', 14" CASING; WELL, 24" DIA., 200 HP PUMP, DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	2.540		

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

8. Total consumptive use is 205.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
01S	19E	3	SW	NW	4	IRR	16.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	16.0
		4	SW	NE	2	IRR 16.0
			SE	NE	1	IRR 16.0
			SW	NW	4	IRR 17.0
			SE	NW	3	IRR 17.0
					Section Acres	66.0
					Total Acres	82.0

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:

37-00682, 37-00683, 37-00684, 37-00355, 37-02476, 37-00577BZ

14. Remarks:

OTHER RTS. CONTD. 37-00113C

CHANGE OF OWNERSHIP 1/12/94 BY JG.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

CLOVER LAND & LIVESTOCK CO.

Decree Plaintiff

ALLRED ET. AL.

vs Decree Defendant

16. Signature(s)

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

Number of attachments: _____

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OCT 24 1994

For Individuals:

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

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____
My Commission Expires _____

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OCT 24 1994



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

RECEIVED

OCT 01 1993

Department of Water Resources
Southern Region Office

DATE OF CLOSING: N/A

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

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s) A37-00803: A37-02476: A37-07569: A37-12400: A37-12401: A37-12402:
Assigned by IDWR: A37-00355: A37-00682: A37-00683: A37-00684: A37-00113C: A37-00577BZ:
A37-12403
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): KERR PACIFIC CORPORATION, an Oregon corporation
c/o Andrew P. Kerr, Attorney at Law
1200 S.W. Main Bldg., Portland, Oregon 97205
- ☐ New Owner/Claimant (Purchaser): THE THOMAS M. O'GARA FAMILY TRUST
- ☐ New Mailing Address: c/o Brian Barsotti, Attorney at Law
P O Box 10013
Ketchum, Idaho 83340
- ☐ New Telephone Number: (208) 726-3030
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- ☐ Attach proof of ownership, describe proof attached: _____
(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)
- OR

- ☐ Signature of New Owner/Claimant(s) Brian Barsotti, Attorney at Law Date 9/28/93
Thomas M. O'Gara Family Trust Date 9/28/93
- ☒ Signature of Former Owner/Claimant(s): Kerr Pacific Corp Date _____
by Jan M. O'Gara, Asst Secretary Date 9/17/93
(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: 1/14/94 By: JS

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

MICROFILMED
OCT 24 1994

ROSHOLT, ROBERTSON & TUCKER
Chartered
ATTORNEYS AT LAW

Twin Falls Office
142 3rd Ave. North
P.O. BOX 1906
TWIN FALLS, IDAHO 83303-1906
TELEPHONE (208) 734-0700
FAX (208) 736-0041

Boise Office
1221 WEST IDAHO, SUITE 600
P.O. BOX 2139
BOISE, IDAHO 83701-2139
TELEPHONE (208) 334-0700
FAX (208) 344-0041

JOHN A. ROSHOLT
J. EVAN ROBERTSON
JAMES C. TUCKER
GARY D. SLETTE
JERRY V. JENSEN
BRUCE M. SMITH
THOMAS J. RYAN
GARY L. QUIGLEY
JUSTIN R. SEAMONS
JOHN K. SIMPSON
PATRICK D. MADIGAN
PAUL W. SAMUELSON
TIMOTHY J. STOVER
NORMAN M. SEMANKO

DATE:

TO:

FROM:

RE:

12/22/93
Judy Givens
Crystal Vixen
"O'Garra"

NUMBER OF PAGES INCLUDING THIS ONE. 2

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL US BACK AS
SOON AS POSSIBLE AT (208) 734-0700.

THE INFORMATION CONTAINED IN THIS FACSIMILE COMMUNICATION IS ATTORNEY/CLIENT
PRIVILEGED AND/OR CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE
INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS COVER PAGE IS NOT THE
INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE
INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION
OR COPYING OF THIS COMMUNICATION OR THE INFORMATION CONTAINED HEREIN IS STRICTLY
PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY
CALL AT (208) 734-0700, AND RETURN THIS FACSIMILE TO US BY MAIL AT THE ABOVE ADDRESS.
WE APPRECIATE YOUR COOPERATION.

ADDITIONAL MESSAGE:

When I hand your copies up, I don't
remember seeing this document. It is the
most important one!

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OCT 24 1994

COPY

ASSIGNMENT OF RIGHT TO PURCHASE PROPERTY

THIS ASSIGNMENT is made this 1st day of February, 1990, by and between GREGORY C. SMITH, a single man, hereinafter referred to as "Smith", and THE THOMAS M. O'GARA FAMILY TRUST, hereinafter referred to as "O'Gara".

R E C I T A L S :

A. O'Gara and J.H. Walton, Jr., and Carolyn K. Walton, husband and wife, hereinafter referred to as "Walton", entered into that certain Real Estate Purchase and Sale Agreement dated October 13, 1989, hereinafter the "Agreement", wherein Walton agreed to convey to O'Gara, and O'Gara agreed to acquire from Walton, certain real property and improvements thereon, all more particularly described in the Agreement (the "Silver Springs and Shoestring Ranches").

B. Smith desires to take assignment of and assume all of O'Gara's rights and obligations under the Agreement, and O'Gara desires to assign to Smith all such rights and obligations on the terms and conditions hereinafter set forth.

TERMS AND CONDITIONS

1. Assignment. O'Gara hereby assigns to Smith all of his right, title and interest to purchase the Silver Springs and Shoestring Ranches in accordance with the terms and conditions of the Agreement.
2. Assumption. Smith hereby accepts this assignment from O'Gara, and further agrees to assume all of the obligations of O'Gara under the Agreement and to be bound thereby, as if he had originally signed and entered into the Agreement.
3. Escrow Instructions. The parties agree to deliver a copy of this Assignment to Blaine County Title as further escrow instructions for its Escrow No. 19892591, and said escrow holder is instructed to be governed thereby.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the dates set forth below.

Dated: 2/1/90

"O'Gara"

THE THOMAS M. O'GARA FAMILY TRUST

By *Thomas M. O'Gara*

Thomas M. O'Gara, Trustee

Dated: 1/31/90

"Smith"

Gregory C. Smith
Gregory C. Smith

realest\ogara.asn

COPY

REAL ESTATE INSTALLMENT SALE CONTRACT

(Walton/Smith)

THIS CONTRACT is made and entered into as of the date of the last signature hereto by and between J. H. WALTON, JR., and CAROLYN K. WALTON, husband and wife, of Ten Post Office Square, Boston, MA 02109 (hereinafter collectively referred to as the "Seller") and GREGORY C. SMITH, a single man, whose address is c/o Elkhorn Realty, P. O. Box 7722, Sun Valley, ID 83353 (hereinafter referred to as the "Buyer"). The terms Seller and Buyer are used herein without regard to the number or gender of the persons constituting such parties. If Seller and/or Buyer consists of two or more persons, including but not limited to individuals, corporations, partnerships, associations or other entities, such persons shall be jointly and severally liable hereunder. Whenever any other neuter or singular term is used herein, such term shall be construed to include the masculine or feminine gender or the plural, and shall include any party, whether male, female or a corporation, partnership, or other entity as may be appropriate.

RECITALS

A. Seller is the purchaser of certain real property situated in Blaine County, Idaho and more particularly described as follows:

Lot 4 of Section 3 and Lots 1, 2, 3, and 4 of
Section 4, Township 1 South, Range 19 East,
B.M., Blaine County, Idaho

(hereinafter referred to as the "Shoestring Ranch"), pursuant to that certain unrecorded Contract of Sale of Real Property dated August 28, 1986, wherein the Estate of Thomas Kerr, deceased, is the seller. This unrecorded Contract of Sale of Real Property is hereinafter referred to as the "Shoestring Ranch Contract."

B. The seller's interest in the Shoestring Ranch Contract has been assigned and transferred by the Estate of Thomas Kerr, deceased, to Kerr Pacific Corp., an Oregon corporation (hereinafter referred to as "Kerr Pacific"), by that certain Warranty Deed recorded July 31, 1987, as Instrument No. 285436, records of Blaine County, Idaho.

C. Seller is also the purchaser of certain real property situated in Blaine County, Idaho, and more particularly described as follows:

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OCT 24 1994

Township 1 South, Range 19 East, B.M., Blaine
County, Idaho

Section 4: Southeast Quarter of the
Southeast Quarter (SE 1/4 SE
1/4); Southwest Quarter (SW
1/4);

Section 9: All

Section 16: West half of the Northwest
Quarter of the Northwest
Quarter (W 1/2 NW 1/4 NW 1/4).

(hereinafter referred to as the "Main Ranch"), pursuant to that certain unrecorded Contract of Sale of real property dated August 28, 1986, wherein Kerr Land & Livestock Company, an Idaho corporation, is the seller. This unrecorded Contract of Sale of real property is hereinafter referred to as the "Main Ranch Contract."

D. The interest of Kerr Land & Livestock Company as the seller in the Main Ranch Contract was assigned and transferred to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (hereinafter referred to "FmHA") by that certain Deed and Satisfaction of Mortgage indebtedness dated June 17, 1988, and recorded March 28, 1989 as Instrument No. 304166, records of Blaine County, Idaho.

E. Seller is also the owner of certain irrigation fixtures and equipment situated on the Shoestring Ranch and the Main Ranch and described in the Schedule of Irrigation Equipment attached hereto as Exhibit A and made a part hereof by this reference (hereinafter referred to as the "Irrigation Equipment").

F. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Shoestring Ranch, the Main Ranch and the Irrigation Equipment, together with all appurtenances thereto, on the terms and conditions hereinafter set forth.

TERMS AND CONDITIONS

For and in consideration of the mutual covenants and agreements herein contained, to be kept and performed by the parties hereto, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SALE OF REAL AND PERSONAL PROPERTY. Seller hereby agrees to sell to Buyer, and Buyer covenants and agrees to

REAL ESTATE INSTALLMENT SALE CONTRACT - 2

MICROFILMED
OCT 24 1994

purchase from Seller, the Shoestring Ranch, the Main Ranch and the Irrigation Equipment, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, including but not limited to, all water rights as more particularly described in Section 4 below, subject however, to the following:

1.1 Reservations in U.S. Patents recorded January 28, 1975, as Instrument no. 158114, records of Blaine County, Idaho;

1.2 Federal Land Bank Mortgage dated December 2, 1977, executed by Scott Lee and Ann P. Lee, husband and wife, Mortgagors, to the Federal Land Bank of Spokane, as Mortgagee, to secure an indebtedness in the original amount of \$35,000.00, recorded December 13, 1977 as Instrument No. 178826, records of Blaine County, Idaho;

1.3 Mortgage dated September 17, 1979, executed by Thomas Kerr, Sr., Mortgagor, and Scott Lee and Ann P. Lee, husband and wife, as Mortgagee, to secure an indebtedness in the original amount of \$55,205.00, recorded October 12, 1979, as Instrument No. 19770, records of Blaine County, Idaho;

1.4 Interest of Kerr Pacific as seller in the Shoestring Ranch Contract;

1.5 Interest of FmHA as seller in the Main Ranch Contract.

Buyer is purchasing the real property described in this Contract "in gross" and not by the acre.

2. PURCHASE PRICE AND TERMS OF PAYMENT. It is agreed by and between the parties that the purchase price of the Shoestring Ranch, Main Ranch and Irrigation Equipment is the sum of Two Million Seven Hundred Thousand Dollars (\$ 2,700,000.00) together with interest on that part of the purchase price remaining from time to time unpaid at the "prime rate" of interest charged by the Bank of Boston plus one percent (1%), adjusted quarterly, and accruing from the Closing Date, payable as follows:

2.1 Earnest Money. The sum of Fifty Thousand Dollars (\$50,000.00), (hereinafter referred to as the "Earnest Money") deposited by Buyer in the Blaine County Title Trust Account has been previously released and paid over to Seller.

2.2 Down Payment. The sum of Nine Hundred Sixty-Eight Thousand Six Hundred Forty Dollars (\$968,640.00)

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(hereinafter referred to as the "Down Payment"), is due and payable in cash or readily available funds upon the Closing Date by the Buyer to the Closing Agent.

2.3 Payment to Seller J. H. Walton at Closing. The Down Payment shall be paid over by the Closing Agent to the Seller J. H. Walton as his sole and separate property at the Closing Date after deducting therefrom the Seller's closing costs, including the premium for title insurance, real estate commission, if any, fees of the Closing Agent, recording fees, if any, and any appropriate prorations hereinafter described.

2.4 Assumption of Shoestring Ranch Contract. Buyer shall assume the entire remaining principal balance due pursuant to, and all other obligations of the Seller as purchaser in, the Shoestring Ranch Contract at the closing, which principal balance Seller represents to be the sum of One Hundred Forty-Eight Thousand Six Hundred Dollars (\$148,600.00). This assumption is expressly contingent upon Seller, Buyer and Kerr Pacific entering into an Amendment to Contract for Sale of Real Property in the form attached hereto as Exhibit B and made a part hereof by this reference, wherein Seller is released by Kerr Pacific from any and all obligations pursuant to the Shoestring Ranch Contract, including, without limitation, the obligations contained in paragraph 14(G) thereof upon assignment. In the event such an Amendment is not signed at closing, Buyer shall pay to Seller at closing the additional sum of Fourteen Thousand Eight Hundred Sixty Dollars (\$14,860.00), which sum shall be applied to reduce the principal balance of the Shoestring Ranch Contract to be assumed by Buyer to the sum of One Hundred Thirty-Three Thousand Seven Hundred Forty Dollars (\$133,740.00), as required by said paragraph 14(G).

2.5 Assumption of Main Ranch Contract. Buyer understands and agrees a portion of the Down Payment shall be used to pay down the outstanding principal balance of the Main Ranch Contract as of the Closing Date by ten percent (10%) thereof as the condition of assignment to Buyer of the Purchaser's interest therein. Buyer shall assume the entire remaining principal balance due pursuant to the Main Ranch Contract after such principal paydown, which principal balance Seller represents shall be the sum of Nine Hundred Thirty-Two Thousand Seven Hundred Sixty Dollars (\$932,760.00).

2.6 Deferred Balance Payable to Seller Carolyn K. Walton. The sum of Six Hundred Thousand Dollars (\$600,000.00) (the "Deferred Balance"), shall bear interest at the "prime rate" of interest of the Bank of Boston plus one percent (1%), adjusted quarterly on the installment payment due dates set forth below, and accruing from the Closing Date, and

said Deferred Balance and accrued interest shall be paid by Buyer to the Escrow Holder for the benefit of the Seller Carolyn K. Walton, as her sole and separate property, as follows:

2.6.1 A sum equal to all accrued interest shall be due on or before the first day of May, 1990, and a like sum shall be due on or before the first days of August, 1990, and November, 1990; the entire remaining unpaid principal balance and accrued and unpaid interest thereon shall be due on or before January 2, 1991.

2.6.2 Notwithstanding the installment payment schedule set forth in Section 2.6.1, above, the entire unpaid principal balance and any accrued and unpaid interest thereon shall become immediately due and payable upon the closing of the sale of that certain real property commonly known as the "Roaring Fork Ranch", owned by Thomas M. O'Gara and situated in Pitkin County, Colorado, the legal description of which is set forth in Exhibit C, attached hereto and made a part hereof by this reference.

2.6.3 Each payment on the Deferred Balance shall be applied first to the interest accrued to the date of payment and secondly, to the principal.

2.6.4 The Buyer shall have the right to prepay all or any part of the Deferred Balance at any time without incurring any prepayment penalty. Prepayments made shall be applied to the Deferred Balance in the reverse order of maturity and shall not abate or excuse payment of the quarterly installment payments required under the terms of this Contract.

2.7 Guaranty. The full and complete performance of this Contract including, but not limited to, the payment of the Deferred Balance, shall be personally guaranteed by Thomas M. O'Gara and Edward F. O'Gara, III, jointly and severally.

3. ALLOCATION OF PURCHASE PRICE. The purchase price hereinabove provided is allocated by the parties to the property described in this Contract as follows:

3.1 The farm house, guest house, caretakers quarters, pool, garage and other outbuildings and "white fencing", all situated on 30 acres, and the non-farmed 260 acres - \$1,250,000.00;

3.2 The farmed 670 acres, water rights, hay barn and Shoestring Ranch house - \$1,150,000.00; and

3.3 The irrigation equipment - \$300,000.00.

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4. WATER RIGHTS. Seller shall convey to Buyer by quitclaim deed all of his right, title and interest in and to the following-described water rights (hereinafter referred to as the "Water Rights"):

4.1 Idaho Water Right No. 37-00355 for 5.6 cfs of the Big Wood River with priority date of May 17, 1883 and claimed in In Re the General Adjudication of Rights to the Use of Water from the snake River Basin Water System, Twin Falls District Court Case No. 39576 (hereinafter referred to as the "Adjudication"), as Claim No. A37-00355;

4.2 Idaho Water Right No. 37-00682 for 0.5 cfs of the Big Wood River with priority date of April 17, 1883 and claimed in the Adjudication as Claim No. A37-00682;

4.3 Idaho Water Right No. 37-00683 for 4.5 cfs of the Big Wood River with priority date of June 20, 1884 and claimed in the Adjudication as Claim No. A37-00683;

4.4 Idaho Water Right No. 37-00684 for 1.0 cfs of the Big Wood River with priority date of June 2, 1890 and claimed in the Adjudication as Claim No. A37-00684;

4.5 Idaho Water Right No. 37-00113E for 1.0 cfs of the Big Wood River with priority date of July 10, 1884 and claimed in the Adjudication as Claim No. A37-Q0113E;

4.6 Idaho Water Right No. 37-00577BA for 0.69 cfs of the Big Wood River with priority date of March 24, 1883 and claimed in the Adjudication as Claim No. A37-00577BZ;

4.7 Idaho Water Right No. 37-07569 for 9.2 cfs of groundwater with priority date of March 8, 1977 and claimed in the Adjudication as Claim No. A37-07569;

4.8 Idaho Water Right No. 37-00803 and Transfer No. 3363, for 2.54 cfs of groundwater with priority date of June 15, 1946 and claimed in the Adjudication as Claim No. A37-00803;

4.9 Idaho Water Right No. 37-02476 and Transfer No. 3363, for 1.64 cfs of groundwater with priority date of February 12, 1947 and claimed in the Adjudication as Claim No. A37-02476;

4.10 Beneficial use rights to a domestic well serving the Shoestring Ranch house and claimed in the Adjudication as Claim No. A37-12400;

4.11 Beneficial use rights to a domestic well serving the ranch foreman's house and claimed in the Adjudication as Claim No. A37-12401;

4.12 Beneficial use rights to a domestic and stockwater well serving the Main Ranch house and caretaker's quarters and claimed in the Adjudication as Claim No. A37-12402; and

4.13 Beneficial use rights to a stockwater well claimed in the Adjudication as Claim No. A37-12403.

Buyer acknowledges an Application for Transfer of Water Right has been filed by Seller with the Idaho Department of Water Resources (hereinafter referred to as the "Department") for Water Rights Nos. 37-00577BA and 37-00113E, but has not yet been acted upon by the Department. Buyer further acknowledges such Application for Transfer is subject to the terms and conditions of an agreement between Seller and Kerr Pacific set forth in a letter dated April 18, 1989 from Andrew P. Kerr, Esq. to James P. Speck, Esq. Buyer agrees to take all steps reasonably necessary to preserve, protect and perfect the Water Rights, and Seller agrees to cooperate with Buyer toward that end.

5. IRRIGATION EQUIPMENT. Title to the Irrigation Equipment shall at all times remain in Seller until this Contract has been fully performed by Buyer. Buyer shall during the term of this Contract maintain all of said Irrigation Equipment in as good condition as the same now is with reasonable wear and use excepted. Buyer shall have the right to replace any item of said Irrigation Equipment with an item of like quality and value and title to said replacement item upon its being acquired shall vest in and remain in Seller until this Contract has been fully performed by Buyer. Seller shall execute and deliver to the Escrow Holder a Bill of Sale conveying to Buyer the title to such Irrigation Equipment free and clear of all claims, liens, and encumbrances to be held by the Escrow Holder subject to the terms of this Contract. Buyer shall execute and deliver to the Closing Agent a UCC-1 Financing Statement covering the Irrigation Equipment which shall be filed with the Idaho Secretary of State and/or Recorder of Blaine County, Idaho, to perfect Seller's security interest therein. Seller shall execute and deliver to the Escrow Holder a release of said UCC-1 Financing Statement to be held by the Escrow Holder subject to the terms of this Contract.

6. TITLE TO SHOESTRING RANCH AND MAIN RANCH; WARRANTY DEED. On or before the Closing Date, Seller shall execute and deliver to the Closing Agent for deposit with the Escrow Holder a warranty deed conveying to Buyer title to the Shoestring Ranch and the Main Ranch free and clear of all claims, liens and

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encumbrances, except all nondelinquent real property taxes and assessments, any lien or charge against said property suffered or created by the Buyer, easements and rights of way of public record, and those items described in Sections 1.1 through 1.5, inclusive, above.

7. QUITCLAIM DEED. Buyer shall execute in recordable form and deliver to the Closing Agent for deposit with the Escrow Holder a quitclaim deed reconveying the Shoestring Ranch, the Main Ranch and the Water Rights, and all right, title and interest of Buyer now owned or hereafter acquired by Buyer therein, to Seller, and it is agreed that in the event of default by Buyer, not cured within the time provided after notice of default, if such notice is required, the Escrow Holder is authorized and instructed to deliver said quitclaim deed to Seller to be recorded, in order that any interest Buyer may have had in the Shoestring Ranch and the Main Ranch may be conveyed of record to Seller. The recording of such Quitclaim Deed from Buyer to Seller shall be conclusive proof, as against Buyer, and Buyer's heirs, personal representatives, administrators, successors, and assigns, that Buyer has defaulted in performance of this Contract. If Buyer shall not default in performance of this Contract, said Quitclaim Deed shall be delivered to Buyer upon complete performance of this Contract along with the other documents held in Escrow to which Buyer shall then be entitled, and Buyer shall destroy said Quitclaim Deed.

8. CLOSING.

8.1 The closing of this transaction and the delivery of all the executed documents and instruments contemplated by the parties shall take place at the office of Blaine County Title, Inc., 208 Spruce Avenue North, Ketchum, Idaho, who shall be the "Closing Agent", on February 1, 1990, or such later date as the parties hereto may mutually agree to in writing, which said date shall be the "Closing Date."

8.2 On or before the Closing Date, Seller shall deposit with the Closing Agent the following executed documents:

8.2.1 The warranty deed, properly executed by Seller as Grantor and acknowledged, conveying to Buyer title to the Shoestring Ranch and Main Ranch as described in Section 6 above;

8.2.2 The quitclaim deed, properly executed by Seller as Grantor and acknowledged, conveying to Buyer all of Seller's right, title and interest in and to the Water Rights as described in Section 4, above;

8.3 The bill of sale properly executed by Seller as Grantor and acknowledged conveying to Buyer title to the Irrigation Equipment as described in Section 5, above;

8.3.1 The releases of the UCC-1 Financing Statements, executed by Seller, as provided by Section 5, above.

8.4 On or before the Closing Date, Buyer shall deposit with the Closing Agent the following executed documents:

8.4.1 A certified or cashiers check made payable to the Closing Agent, or wire transfer of readily available funds, in the amount shown due from the Buyer on the closing statement prepared by said Closing Agent and executed by the parties hereto;

8.4.2 The quitclaim deed properly executed by Buyer as Grantor and acknowledged conveying to the Seller, all right, title and interest of Buyer now owned or hereafter acquired in and to the Shoestring Ranch, the Main Ranch and the Water rights as provided by Section 7, above;

8.4.3 The UCC-1 Financing Statements as provided by Section 5, above.

8.5 On or before the Closing Date, Buyer and Seller shall deposit with the Closing Agent, the following executed documents:

8.5.1 The original or an executed copy of this Contract;

8.5.2 Such escrow instructions as shall be required by the Escrow Holder to effect the provisions of this Contract;

8.5.3 Such closing instructions and closing statements as shall be required by the Closing Agent to effect the closing of this transaction;

8.5.4 Such other documents and instruments as shall be required to effect the agreements contained in this Contract;

8.6 Upon receipt of the documents and instruments listed above, the Closing Agent shall determine if a title insurance policy can be issued to Buyer as is required under the terms of this Contract and if so, the Closing Agent shall obtain said title insurance policy and shall deliver the warranty deed, the bill of sale, the quitclaim deeds, and the

escrow instructions to the Escrow Holder, the title insurance policy to Buyer, file the UCC-1 Financing Statements with the Idaho Secretary of State and the Blaine County Recorder, prepare its accounting reflecting the applications, charges and prorations provided for in this Contract and deliver the balance due Seller as shown on such accounting to Seller. The Closing Agent's duties shall then terminate.

8.7 If the Closing Agent is unable to close on the Closing Date, the Closing Agent shall notify Seller and Buyer in writing of the reasons it is unable to close. If a party is the cause of the delay that party shall have ten (10) days from the date of delivery of the Closing Agent's notification in which to cure the default, and the Closing Date shall be extended accordingly. If such default is not cured within such period, the Closing Agent shall return all documents and instruments held by it to the party depositing the same, and its duties shall terminate.

8.8 The return of such documents by the Closing Agent shall not affect the obligations of the parties under the terms of this Contract, and the party not in default shall have all rights and remedies for default as set forth in this Contract.

8.9 The Closing Agent's fee shall be divided and paid equally by Seller and Buyer.

9. POSSESSION. The Seller shall be entitled to retain possession of the Shoestring Ranch, the Main Ranch and the Irrigation Equipment until the Closing Date. Thereafter, the Buyer shall have the right to the possession of said property so long as Buyer shall perform all of the terms, covenants and conditions of this Contract, and on condition that title to said property is retained by Seller and shall remain in the Seller, and that no legal or equitable title to the same, or any part thereof, shall pass to the Buyer until Buyer has fully performed all of the terms, covenants and conditions of this Contract.

10. LIENS AND ENCUMBRANCES. Buyer shall not allow or suffer any liens or encumbrances to attach or be filed against any part of the property described in this Contract; PROVIDED, HOWEVER, that should any lien or encumbrance attach or be filed which Buyer, in good faith, deems invalid either in whole or in part, Buyer shall have the right to diligently litigate and obtain judicial determination regarding the validity or extent of such lien or encumbrance, including appellate determination, and should such proceeding be resolved against Buyer, then Buyer shall immediately prosecute or defend such litigation at Buyer's own cost and expense on behalf and for the benefit of all parties to this Contract.

11. TITLE INSURANCE. Seller has caused to be delivered to Buyer a preliminary report or commitment for issuance of a title insurance policy insuring title to the property described in this Contract naming Buyer as the insured in the amount of Two Million Seven Hundred Thousand Dollars (\$2,700,000.00) showing that title to the Shoestring Ranch is vested and merchantable in Kerr Pacific, and that title to the Main Ranch is vested and merchantable in FmHA, both such titles free from all liens, encumbrances and exceptions, EXCEPT the standard exceptions contained in the title insurance company's standard form policy, taxes and assessments for the current year, easements and rights of way of public record, and rights of Buyer under the terms of this Contract, any acts or things caused or permitted by Buyer subsequent to the date of this Contract, and those items described in Sections 1.1 through 1.5, inclusive, above. Buyer has accepted the condition of title shown therein. Seller shall pay the premium for the title insurance policy.

12. WARRANTIES AND DISCLAIMERS.

BUYER ACKNOWLEDGES AND AGREES THAT BUYER HAS BEEN INFORMED AND UNDERSTANDS THAT SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO BUYER EXCEPT AS TO TITLE AS CONTAINED IN SECTIONS 6 AND 7, ABOVE. Buyer further acknowledges that Seller and Seller's agents have made no representations of any material fact concerning the property described in this Contract; that Buyer has had adequate opportunity to inspect and investigate the said property; that Buyer has made a thorough independent examination and inspection of the said property and is relying solely upon Buyer's own examination and inspection thereof; that Buyer is purchasing the property "as is"; and, with respect to the Irrigation Equipment, there are no warranties, express or implied, as to the fitness for a particular purpose or as to merchantability. Buyer further acknowledges that Seller has made no representations or warranties as to whether or not the boundary lines of said property are accurate, nor any representation as to the number of acres or the number of square feet or frontage contained in the legal description of the property described in this Contract. Buyer acknowledges further that Buyer has been informed and understands that the property described in this Contract has not been surveyed and that Seller is not responsible or liable to obtain or provide a survey of said property. Buyer has been provided a legal description of the property which is the same description as that used in this Contract. Buyer has had adequate opportunity to examine and inspect the boundaries of the said property and has made his or her own determination as to acreage, square footage, and/or frontage, and whether the fence lines and boundaries are accurate and is purchasing the said property in reliance upon his or her own determination thereof and regardless whether or not said

fence liens and boundaries are accurate.

13. RISK OF LOSS AND INSURANCE. Seller shall bear the risk of loss of real property prior to the Closing Date. Commencing on the Closing Date and at all time thereafter during the existence of this Contract, Buyer shall bear the risk of loss of said property from all causes, except any loss caused by Seller, and shall cause all of the insurable improvements on the real property described in this Contract to be insured against loss by fire, and other hazards, casualties, contingencies and risks embraced within the term "extended coverage," in an amount not less than \$750,000.00 or their full insurable value, whichever is greater, in a company authorized to sell casualty insurance in Idaho. Said policy of insurance shall include an endorsement insuring the Seller and Buyer as their respective interests may appear. The said policy of insurance and all the receipts for payments of premiums for said policy shall be deposited with the Escrow Holder. Buyer shall promptly pay all premiums upon said insurance policy.

In case of loss by any hazard, casualty, or contingency insured against, Buyer shall give immediate notice thereof to Seller, shall collect the proceeds with due diligence, and shall apply one hundred percent (100%) of such proceeds to the reconstruction of the improvements.

14. TAXES AND ASSESSMENTS. All taxes and assessments levied upon the property described in this Contract, shall be prorated between the parties as of the Closing Date. Seller shall pay all such taxes and assessments levied upon the property described in this Contract for the time prior to and including said date, and Buyer shall pay all such taxes and assessments levied upon said property for the time after said date before the same become delinquent. In the event that Buyer is allowed a credit at the closing of this transaction upon the purchase price for Seller's proportionate share of said taxes and assessments for the current year, then in that event Buyer shall be liable for payment of all said assessments for the current year and Buyer shall pay the same upon receipt of the notice therefore before they become delinquent. Receipts for all such taxes and assessments paid shall be promptly filed with the Escrow Holder.

15. ADVANCES BY SELLER. If the Buyer shall fail or neglect to maintain the policies of insurance, if any, required under the terms of this Contract, or shall fail to pay any taxes or assessments or water charges or other charges that may become liens on the property described in this Contract before the same become delinquent or shall allow or suffer any liens or encumbrances to attach to the property described in this Contract, or if the Seller is required to incur or pay any other items or expense to protect Seller's interest in the said

property as a result of any default of this Contract by Buyer, Seller, at his option and without obligation, shall have the right to provide said insurance, pay said taxes, assessments and charges, together with any penalty and interest due thereon, satisfy any liens or encumbrances attached to said property, and to perform such other acts and pay any other sums deemed necessary by Seller to protect Seller's interest in the same property as a result of any default of this Contract by Buyer.

If Seller elects to make such advances, the same together with interest thereon from the date paid by Seller at the rate of 12% per annum shall be due and payable by Buyer to Seller upon demand by Seller. If Seller incurs any expense, including but not limited to, attorney fees and costs and attorney fees and costs on appeal, to collect said sums advanced with interest, Buyer shall pay such collection expenses in addition to said advances. If no demand for payment is made by Seller upon Buyer, or if Seller's demand is dishonored by Buyer, such advancements, with accrued interest thereon, shall in any event be secured by this Contract and the performance of this Contract by Buyer shall not be complete until Buyer has paid all said advancements, interest and collection expenses, if any, to Seller.

If Seller elects to make such advances, the Seller nevertheless shall not have waived the Buyer's default nor shall Seller be deemed to have made an election of remedies, and Seller shall be entitled to act on such default as provided in this Contract.

16. REPAIRS AND MAINTENANCE. Buyer shall keep and maintain the Irrigation Equipment and all buildings and other improvements situated upon the property described in his Contract in good condition and repair, reasonable and normal wear and tear excepted. Such repairs and maintenance shall be done by Buyer at his own expense and Seller shall have no liability for said work and materials. In performing said work Buyer is not acting as the agent of Seller. Buyer shall not allow or suffer any liens or encumbrances to attach to or be filed against the property described in this Contract as a result of said work. Buyer agrees to hold Seller entirely harmless from any such expenses, liens and encumbrances, including without limitation, any attorney fees and costs (including fees and costs on appeal) that Seller may incur to litigate against or to remove any such liens or encumbrances.

If Buyer fails or refuses to repair and maintain such property as required under the terms of this Contract, Seller, without any obligation to do so and without waiving any right to enforce any default then or thereafter existing, and without being deemed to have made an election of remedies, shall have the

right to enter the property after giving the Buyer ten (10) days advance written notice of his intention to do so and make such repairs or perform such other work as shall then be deemed necessary by Seller to preserve or protect the said property and all expenses incurred by Seller to preserve or protect the said property shall be treated as an advancement by Seller pursuant to Section 15 of this Contract.

17. IMPROVEMENTS TO PROPERTY. Buyer shall have the right to make or install permanent improvements upon the real property described in this Contract only upon the following conditions:

17.1 Buyer makes or installs said improvements as a volunteer and with full knowledge and acceptance of the fact the Buyer is not entitled to any credit, payment or reimbursement from Seller for the cost or value of said improvements; and

17.2 Buyer makes or constructs said improvements at his own cost and expense; and

17.3 Buyer is not the agent of Seller for the purpose of making or constructing said improvements or for any other purpose; and

17.4 Buyer shall not allow or suffer any liens or encumbrances to be attached to or filed upon the said property for any work or materials used thereon and will hold Seller entirely harmless from any liability for such work and materials and from any liens or encumbrances upon said property as a result thereof, including without limitation, any and all expenses, attorney fees and costs including fees and costs on appeal, incurred by Seller to litigate against or remove such liens or encumbrances; and

17.5 Buyer shall be entitled to remove any permanent improvements made or constructed by Buyer upon the said property EXCEPT any such permanent improvements that are made or constructed to replace structures or improvements that were on the same property when Buyer entered possession, and EXCEPT any such permanent improvements that cannot be removed without damage to the remaining property, and on THE FURTHER EXPRESS CONDITION that the improvements that Buyer is entitled to remove must be removed before this Contract is terminated or cancelled, in the event it be terminated or canceled by Seller as a result of a default by Buyer; and

17.6 The failure or neglect of Buyer to remove any such improvements from the said property prior to the date this Contract is terminated or canceled by Seller as a

result of a default by Buyer, shall constitute conclusive proof that Buyer has abandoned said improvements and the said improvements shall then be deemed a part of the real property and the property of Seller free and clear of any claim, right, title or interest of Buyer.

18. INDEMNIFICATION. Buyer shall forever defend, indemnify and hold Seller harmless from any claim, loss or liability arising out of or in any way connected with Buyer's use or possession of the property described in this Contract, Buyer's conduct with respect to such property or any condition of such property, bodily injury to Buyer's invitees, to Buyer's tenants or to such tenants' invitees, or to any and all persons resulting from the acts or omissions of such tenants.

19. HAZARDOUS MATERIALS. Buyer shall (i) not cause or permit any Hazardous Material to be brought upon, kept or used in or about the property described in this Contract by Buyer, its agents, employees, contractors or invitees, without the prior written consent of Seller. If Buyer breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the property described in this Contract caused or permitted by Buyer, with or without the consent of Seller, results in contamination of the property described in this Contract, or if contamination of the property described in this Contract by Hazardous Material otherwise occurs for which Buyer is legally liable to Seller for damage resulting therefrom, then Buyer shall indemnify, defend and hold Seller harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses which arise during or after the term of this Contract as a result of such contamination. If the presence of any Hazardous Material on the property described in this Contract caused or permitted by Buyer results in any contamination of the property described in this Contract, Buyer shall promptly take all actions at its sole expense as are necessary to return the property described in this Contract to the condition existing prior to the introduction of any such Hazardous Material to the property described in this Contract. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Idaho or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) petroleum, (ii) asbestos, (iii) designated as a "hazardous substance" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. (42 U.S.C. §6903), or (iv) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq. (42 U.S.C. §9601). Notwithstanding the above restrictions,

Seller hereby consents to Buyer's use of chemicals and fertilizers customarily used in farming and ranching operations in this area, on the condition that such chemicals and fertilizers are used properly and in accordance with the law, and are not stored on the property. Buyer shall notify Seller of Buyer's use of any chemical which may leave residue which could adversely affect a future year's crop. Buyer shall notify Seller immediately of any spill of a Hazardous Material on the property, and Buyer shall clean up the spill immediately at Buyer's expense. Seller shall have the right to inspect the property at all reasonable times to determine if Buyer is properly using and disposing of Hazardous Materials. Seller disclaims any knowledge or information regarding the existence of Hazardous Materials on the property.

20. SALE OR ASSIGNMENT BY BUYER. Buyer may assign this Contract and all of his rights hereunder only with the prior, written consent of Seller, which consent shall not be unreasonably withheld. Any such assignee shall assume in writing all of the obligations and duties of Buyer herein and shall deposit into escrow a quitclaim deed as described in Section 7, above, wherein Seller is the grantee.

21. ESCROW HOLDER. Blaine County Title, Inc. is hereby designated as the Escrow Holder under the terms of this contract. All payments to be made by Buyer upon the Deferred Balance under the terms of this Contract shall be paid to said Escrow Holder for the sole benefit of Seller Carolyn K. Walton. The original or an executed copy of this Contract, together with the Warranty Deed, Quitclaim Deed, Bill of Sale, and all other documents and instruments required to be deposited with the Escrow Holder under the terms of this Contract, shall be deposited with said Escrow Holder and be held by said Escrow Holder, subject to the terms, covenants and conditions of this Contract. The Escrow Holder is directed to accept and receive this Contract, said Warranty Deed, Quitclaim Deed, Bill of sale receipts evidencing payment of taxes, assessments, and insurance, and policies of insurance, if required to be deposited with the Escrow Holder under the terms of this Contract, and to take and receive each and every payment made by Buyer in accordance with and pursuant to the terms of this Contract for the benefit of Seller. The said Escrow Holder shall hold the said documents and instruments in escrow for delivery to the Buyer only upon Buyer's full payment of the Deferred Balance due Seller under the terms of this Contract and the Buyer's full performance of the terms, covenants and conditions of this Contract; upon such delivery to Buyer, the duties of the Escrow Holder shall terminate.

In the event of a default by Buyer as defined and provided in this Contract, following notice if required and as specified in this Contract, all of the documents and instruments

so deposited with the Escrow Holder shall be delivered to the Seller, and the duties of the Escrow Holder shall then terminate. This Contract together with the additional Escrow Instructions which are required by the Escrow Holder and which the Seller and Buyer shall execute and deliver to the Escrow Holder, shall constitute the directions and instructions to said Escrow Holder with respect to such escrow and shall define and prescribe the obligations of said Escrow Holder.

The initial and all other charges of the Escrow Holder shall be divided equally between the Seller and Buyer.

22. DEFAULT BY BUYER.

22.1 Time of the Essence. Time and the prompt performance of each and every term, covenant and condition of this contract is material and of the essence of this Contract. Each and every term, covenant and condition is a material term, covenant and condition of this Contract. Performance means compliance that is full and to the letter of this Contract; substantial compliance will not be sufficient. Performance by Buyer is a condition precedent to performance by Seller.

22.2 Events of Default. The following or any of them shall constitute an event of default under the terms of this Contract:

22.2.1 If Buyer shall fail to perform any term, covenant, or condition of this Contract following thirty (30) days written notice of default from Seller to Buyer which notice shall specify Buyer's default;

22.2.2 If Buyer shall commit any act of bankruptcy or be adjudged bankrupt or insolvent as defined by the federal bankruptcy laws, or shall suffer the continuance of any bankruptcy or insolvency proceedings under any law for a period in excess of thirty (30) days, shall make an assignment for the benefit of creditors or apply for, consent to, or suffer the appointment of a receiver, trustee, or liquidator of his business or of all or a major portion of his assets, or should any governmental agency or court of competent jurisdiction assume custody or control of any substantial part of his assets, Seller at his option may declare such event a breach and a default;

22.2.3 If Buyer shall sell or convey all or any part of the property described in this Contract or assign this Contract or the rights of Buyer therein, in violation of the terms of this contract prohibiting such sale or assignment.

22.3 Seller's Remedies. Upon the occurrence of an event of default, and the failure, neglect or refusal of

Purchaser to cure the same during the notice period specified above, without further notice to Buyer, the Seller shall be entitled to close the escrow and receive all documents and instruments therein contained, and effect such rights and remedies against Buyer as are then available to Seller under the terms of this Contract and the laws of the State of Idaho, including without limitation, the following remedies:

22.3.1 In the event of a failure this transaction to close as a result of any act or omission of Buyer, the prior release to Seller of the \$50,000.00 earnest money shall NOT be deemed or construed as liquidated damages, and Seller may pursue any and all remedies available to him under the laws of the State of Idaho, including, but not limited to, those hereinafter set forth;

22.3.2 Declare all obligations of Buyer under the terms of this Contract immediately due and payable in full;

22.3.3 Bring an action for specific performance of this Contract against Buyer to require and enforce all and complete performance by the Buyer of the terms, covenants and conditions of this Contract as provided in this Contract;

22.3.4 Rescind this Contract and recover full and complete restitution from Buyer;

22.3.5 Affirm this Contract and bring an action for breach of Contract against Buyer for the collection of all obligations of Buyer under the terms of this Contract and all other damages suffered by Seller as a result of the default and breach by Buyer;

22.3.6 Bring an action for judicial foreclosure of the Contract against Buyer in the same manner and using the same procedures as are provided under Idaho law for the foreclosure of mortgages, including the right to a deficiency judgment;

22.3.7 Bring an action for strict foreclosure of this Contract against Buyer;

22.3.8 Declare a forfeiture and immediate termination of this Contract and re-enter and take possession of the property described in this Contract and all improvements thereon made by Buyer and remaining upon said property upon the termination of this Contract and retain all amounts theretofore paid upon the purchase price and retain the benefit and value of all improvements and all work done upon the said property as reasonable rental of said property during the time Buyer was

entitled to possession and/or remained in possession of said property and as liquidated damages.

22.4 Surrender of Possession. In the event that Seller elects to rescind this Contract or to terminate this Contract and forfeit the rights of Buyer as is hereinabove provided, Buyer shall immediately and peacefully surrender possession of the same property to Seller. .

22.5 Survival of Remedies. The stipulation in this Contract entitling Seller to recover damages and/or liquidated damages, including without limitation, attorney fees and costs, shall survive the termination of this Contract in the event Seller elects to rescind or to declare a forfeiture of this Contract upon the event of Buyer's default.

22.6 Cumulative Remedies. The remedies provided in this Contract are cumulative and the exercise of any remedy by Seller shall not be exclusive of the right to effect any other remedy allowed Seller under the terms of this Contract or by law or equity.

22.7 Nonwaiver. Any delay by Seller in enforcing the terms of this Contract or any considerations or departures therefrom, shall not operate to waive or be deemed a waiver of the rights of Seller to require compliance that is full and to the letter of the Contract or to thereafter require performance by Buyer in strict accordance with the terms of this Contract.

22.8 Severability. In the event that any remedy granted to Seller under the terms of this Contract is held void or unenforceable, Seller shall nevertheless have all of the other remedies provided in this Contract that are not contrary to law.

22.9 Notice of Default. The notice of default required to be given by Seller to Buyer in the event of Buyer's failure or neglect to perform the terms, covenants, or conditions of this Contract as hereinabove provided, shall be prepared in duplicate and delivered to the Escrow Holder named in this Contract and shall be deemed to have been given as of the date a copy of said notice is sent by said Escrow Holder by registered or certified mail addressed to Buyer, at the post office address where Buyer is to receive notices as provided in this Contract, or at such other address as Buyer shall have from time to time furnished in writing to said Escrow Holder, and duly placed in the United States mails with sufficient postage.

22.10 Attorneys' Fees. In the event that Seller elects to hire an attorney to prepare the notice of

default, Buyer shall pay, in addition to any sums required to be paid to cure said default or in addition to any other performance required by Buyer to cure said default, the costs of preparation of said default notice and the costs charged by the Escrow Holder, if any, to deliver said notice of default, and the said default shall not be cured unless and until said costs are paid. The notice of default shall specify the amount of said costs.

23. ACCESS AND INSPECTION. From the date of this Contract until Buyer is entitled to possession of the property described in this Contract, Buyer shall have full access to the said property for the purpose of inspecting and examining the same property. From the date Buyer is entitled to possession of said property until all performance of Buyer required under the terms of this Contract has been accomplished, Seller shall have the right to enter upon the said property at reasonable times to inspect said property for the purpose of determining whether Buyer is complying with the terms, covenants and conditions of this Contract.

24. CONDEMNATION. If any portion of the real property described in this Contract shall be taken by virtue of any condemnation or eminent domain proceedings, or transferred under threat thereof, following the Closing Date, the award therefrom shall be paid to Seller (and all condemning authorities are herewith authorized to make such payment), and Seller is authorized at his option, after reimbursing from such award any expenses incurred in the collection or handling of the funds, to apply all or part of the net award as a credit on any portion of the Deferred Balance then remaining under this Contract selected by Seller, whether then matured or to mature in the future, or on any deficiency judgment. Seller shall not be responsible for any failure to collect any such award, regardless of the cause of such failure. The foregoing power and authority is irrevocable and coupled with an interest, and nothing done under this paragraph shall in any way waive any default or affect the security of this Contract or any liability by Buyer. Foreclosure of this Contract by forfeiture or otherwise shall not affect or impair the above granted powers and authority.

25. NOTICE TO PARTIES. Service of any notice permitted or required under the terms of this Contract shall be deemed complete upon the depositing of the same in the United States mails by Seller, by certified or registered mail, addressed to Buyer at Post Office Box 186, Woody Creek, Colorado 81656, with a copy to Brian Barsotti, Esq., Post Office Box 2133, Ketchum, Idaho 83340; or by Buyer addressed to Seller at Ten Post Office Square, Boston, Massachusetts 02109, with a copy to James P. Speck, Esq., Hogue, Speck & Aanestad, P.A., Post Office Box 987, Ketchum, Idaho 83340, as the case may be, or such other address as either shall hereafter in writing to the other designate, or

by causing said notice to be served personally upon Buyer, or on Seller, as the case may be. In the event there be more than one person constituting the Seller or the Buyer herein, service by mail or personal service as provided above, upon any one person in such party, shall be good and sufficient service upon all persons constituting such party the same as though such service had been made upon each and every member of such party.

26. GENERAL PROVISIONS.

26.1 Integration of Agreement. Seller and Buyer acknowledge that the terms of this Contract may vary from the terms contained in that certain Real Estate Purchase and Sale Agreement dated October 13, 1989, between Seller and Buyer, and may vary from any negotiations between the parties prior to the execution of this Contract. Seller and Buyer agree that the terms, covenants and conditions of this Contract shall supersede all such prior negotiations and agreements, that there are no other agreements not contained in this Contract, and that this Contract shall be and is the final expression of the agreement of the parties and shall control. No modification of the Contract shall be valid unless in writing and executed by the parties to this Contract.

26.2 Severance and Validity. In the event any provision of this contract or any part thereof shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby, it being agreed that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void, or unenforceable provision or part thereof.

26.3 Real Estate Broker's Commission. The parties agree that the real estate brokerage firms of Sun Valley Associates and Elkhorn Realty have acted as the brokers in this transaction and that Seller has agreed to pay said real estate brokerage firms a total commission of One Hundred Twenty-seven Thousand Dollars (\$127,000.00). Buyer agrees that Seller shall have no other obligations for brokerage in connection with this transaction. Seller hereby authorizes and instructs the Closing Agent to pay such commission on behalf of Seller from the proceeds due Seller at the closing.

26.4 Attorney Fees. In the event of any suit or proceeding by either party herein against the other party, in any way arising out of this Contract, or attempting to enforce any right herein granted, the losing party, in such suit or proceeding shall pay to the prevailing party such sum or sums as

the court shall adjudge reasonable, in such suit or proceeding, for attorney's fees, including such fees on appeal, for such prevailing party.

26.5 Governing Law. The validity, meaning and effect of this Contract shall be determined in accordance with the laws of the State of Idaho applicable to contracts made and performed in that state.

26.6 Captions to Paragraphs. The captions to the paragraphs of this Contract are for convenience only and shall not be deemed to enlarge, diminish, explain or in any manner affect the meaning of such paragraphs.

26.7 Preparation of Contract. Seller and Buyer agree that each of the parties to this Contract was represented by legal counsel and that the language, terms, covenants and conditions contained in this Contract is the product of the negotiations of the parties and their respective counsel.

26.8 Binding Contract. This Contract shall be binding upon and inure to the benefit of the heirs, personal representative, administrators, successors, and assigns of the parties hereto.

26.9 Survival of Covenants. All covenants and conditions in this Contract are intended to survive the delivery by Seller and acceptance by Buyer of the warranty deed.

26.10 Memorandum of Contract. Seller and Buyer agree that this Contract shall not be recorded. Seller and Buyer further agree, however, that a Memorandum of this Contract may at Buyer's option be recorded in the official records of Blaine County, Idaho. The costs of the preparation of such Memorandum of Contract and recording of same shall be the expense of the Buyer and said Memorandum must be in a form acceptable to the Seller.

26.11 Counterparts. This Contract may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract.

26.5 Governing Law. The validity, meaning and effect of this Contract shall be determined in accordance with the laws of the State of Idaho applicable to contracts made and performed in that state.

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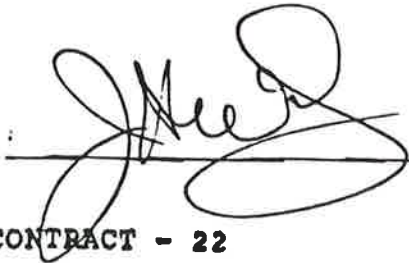
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26.11 Counterparts. This Contract may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates set forth below.

"SELLER"

DATE: 1/30/90



REAL ESTATE INSTALLMENT SALE CONTRACT - 22

MICROFILMED
OCT 24 1994

DATE: 1-30-90

Carolyn K. Walton
CAROLYN K. WALTON

"BUYER"

DATE: 1/30/90

Gregory C. Smith
GREGORY C. SMITH

STATE OF MASSACHUSETTS)
) ss.
County of Suffolk)

On this 30 day of January, 1990, before me, the undersigned, a notary public in and for said state, personally appeared J.H. WALTON Jr. and CAROLYN K. WALTON, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Arthur P. Godin
Notary Public for Massachusetts
Residing at: Boston, Ma.
Exp. 4/13/95

STATE OF IDAHO)
) ss.

REAL ESTATE INSTALLMENT SALE CONTRACT - 23

MICROFILMED
OCT 24 1994

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates set forth below.

"SELLER"

DATE: _____

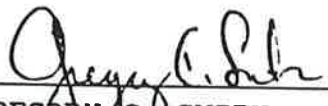
J. H. WALTON, JR.

DATE: _____

CAROLYN K. WALTON

"BUYER"

DATE: 1/31/90


GREGORY C. SMITH

STATE OF MASSACHUSETTS)
) ss.
County of _____)

On this _____ day of January, 1990, before me, the undersigned, a notary public in and for said state, personally appeared J.H. WALTON Jr. and CAROLYN K. WALTON, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

REAL ESTATE INSTALLMENT SALE CONTRACT - 23

MICROFILMED
OCT 24 1994

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

Notary Public for Massachusetts
Residing at: _____

STATE OF IDAHO)
) ss.
County of Blaine)

On this 31st day of January, 1990, before me the undersigned notary public in and for said state, personally appeared GREGORY C. SMITH, 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 first above written.



Kathy S. Harper

Notary Public for Idaho
Residing at: Ketchum

j\walton\reinstsl.cnt
1/30/90

REAL ESTATE INSTALLMENT SALE CONTRACT - 24

MICROFILMED
OCT 24 1994

IRRIGATION EQUIPMENT

(Walton/Smith)

3	Pivots
9	Wheellines
350 pieces	Handlines
1	60 HP pump
1	100 HP pump
1	150 HP pump
1	200 HP pump
	Mainline

EXHIBIT A

MICROFILMED

OCT 24 1994

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: A37-00803

Date Received: 10/27/1988

Receipt No: C004292

Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: KERR PACIFIC CORP.
Address: C/O ANDREW P. KERR
GILBERTSON ET AL
1200 S.W. MAIN BLDG.
PORTLAND, OR

503-221-1772

92705-0000

2. Date of Priority: JUN 15, 1946

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
01S	19E	4	SW	NW	SW	4	BLAINE
			NW	SW			BLAINE

5. Description of diverting works:

WELL, 60', 14" CASING; WELL, 24" DIA., 200 HP PUMP, DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	2.540		

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

A.F.A.

8. Total consumptive use is 205.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
01S	19E	3	SW	NW	4	IRR	16.0

Section Acres 16.0

A37-00803

Page 1

Date: 01/16/89

MICROFILMED
FEB 23 1993

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01S	19E	4	SW	NE	2	IRR	16.0
			SE	NE	1	IRR	16.0
			SW	NW	4	IRR	17.0
			SE	NW	3	IRR	17.0
Section Acres							66.0
Total Acres							82.0

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:

37-00682, 37-00683, 37-00684, 37-00355, 37-02476, 37-00577BZ

14. Remarks:

OTHER RTS. CONTD. 37-00113C

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

CLOVER LAND & LIVESTOCK CO.
Decree Plaintiff

vs

ALLRED 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 Organizations:

I do solemnly swear or affirm that I am _____ of
_____, that I have signed the foregoing
document in the space below as _____ of
_____ and that the statements contained in the
foregoing document are true and correct.

Signature of Authorized Agent

Title and Organization

Date

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

17. Notice of Appearance:

Notice is hereby given that I, _____ will be
Print Name

acting as attorney at law on behalf of the claimant signing above, and that
all notices required by law to be mailed by the director to the claimant
signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

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: 39356
Ident Number A37-00803
Date Received 10-27-88
Receipt Number 0004292

RECEIVED

OCT 27 1988

Department of Water Resources
Southern Region Office

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s): Kerr Pacific Corp.
Phone: (503)221-1772
Mailing Address: c/o Andrew P. Kerr
Gilbertson, Brownstein, Rask, Sweeney, Kerr &
Grimm
1200 S.W. Main Bldg.
Portland, OR 97205
2. Date of Priority: June 15, 1946
3. Source of water supply (a) Groundwater
which is tributary to (b)
4. a. Location of point of diversion is:

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>$\frac{1}{4}$</u>	<u>$\frac{1}{2}$</u>	<u>$\frac{3}{4}$</u>	<u>Lot</u>	<u>County</u>
1S	19E	4				4	Blaine
1S	19E	4		NW	SW		Blaine

Additional points of diversion if any: See above

- b. If instream flow, beginning point:

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>$\frac{1}{4}$</u>	<u>$\frac{1}{2}$</u>	<u>$\frac{3}{4}$</u>	<u>Lot</u>	<u>County</u>
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Ending point:

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>$\frac{1}{4}$</u>	<u>$\frac{1}{2}$</u>	<u>$\frac{3}{4}$</u>	<u>Lot</u>	<u>County</u>
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MICROFILMED

FEB 23 1993

5. Description of existing diversion works: (a) 60 ft. deep well with 14 inch casing, pumps water into the head ditch described in (b); (b) 24 inch diameter well with 200 HP pump to a head ditch; two (2) 250 HP pumps from the head ditch to mainline; wheellines ((b) is same point of diversion as 37-7569).

6. Water is claimed for following purposes:

<u>Purpose</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
Irrigation	April 1	November 1	2.54 cfs

7. Total Quantity Claimed: 2.54 cfs

8. Total consumptive use claimed is 205 acre feet per annum.

9. Non-irrigation uses: None.

10. Place of use:

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>1/4</u>	<u>1/4</u>	<u>Use</u>	<u>Irrig. Acres</u>
1S	19E	3	SW	NW(Lot 4)	I	16
1S	19E	4	SW	NE(Lot 2)	I	16
1S	19E	4	SE	NE(Lot 1)	I	16
1S	19E	4	SW	NW(Lot 4)	I	17
1S	19E	4	SE	NW(Lot 3)	I	17

Total number of irrigated acres: 82

11. Place of use is located in Blaine County.

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

13. Describe any other water rights used at the same place and for the same purposes described above? 37-0682, 37-0683, 37-0684, 37-0355, 37-2476, 37-0577BA, 37-0113A.

14. Remarks: Transfer 3363. Claimant owns the property listed above as place of use subject to an unrecorded contract of sale to J. H. Walton, Jr. and Caorlyn K. Walton, c/o Leggat, McCall Companies, Ten Post Office Square, Boston, MA 02109. The groundwater rights are supplemental to the surface rights identified in para. 13, above. However, water from all of these rights is collected and commingled in the ditch described in para. 5, above, and pressurized into the irrigation system.

Last Name: Kerr Pacific Corp.

Ident No. _____

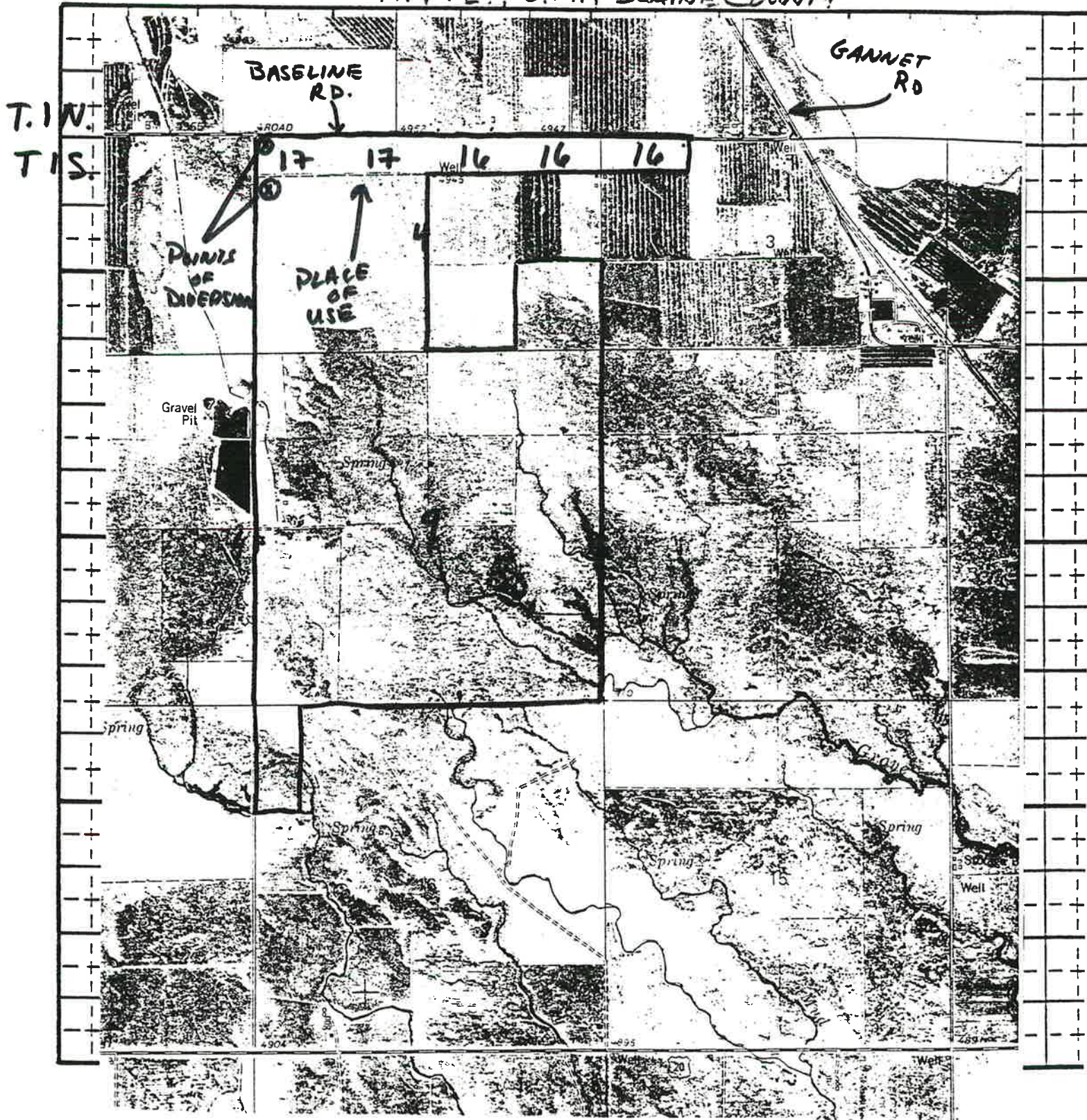
MICROFILMED

FEB 23 1993

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile

R. 19 E., B.M., BLAINE COUNTY



Last Name

KERN PACIFIC CORP

Ident No. _____

MICROFILMED
Copies: White State, Yellow Current

FEB 23 1993

15. Basis of Claim: Decree
IDWR Water Right Number: 37-0803
Court: Blaine County
Case Number:
Decree Date: May 10, 1951
Plaintiff v. Defendant:
Clover Land & Livestock Co. v. Allred, Brown & Rhodes

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 not wish to receive and pay a small annual fee for monthly copies of the docket sheet. Number of attachments _____

[For Organizations] I do solemnly swear or affirm that I am President of Kerr Pacific Corp., that I have signed the foregoing document in the space below as President of Kerr Pacific Corp. and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent S. Randolph Jalloh

Title of Organization Kerr Pacific Corp. Date 10-21-88

State of Oregon)
County of Multnomah) ss.

Subscribed and sworn before me this 21st day of October, 1988.

Notary Public Janet M. Engelau
Residing at Portland, Oregon
Commission Expires 5/22/89

17. Notice of Appearance:

Notice is hereby given that I, James P. Speck, will be acting as attorney at law of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to the address listed below.

Signature: James P. Speck
James P. Speck
Hogue, Speck & Aanestad
P.O. Box 987
Ketchum, ID 83340

Date: 10/21/88

Last Name: Kerr Pacific Corp.

Ident No.: _____

MICROFILMED

FEB 23 1993

01/08/2007

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

RIGHT NUMBER: 37-20639

NAME AND ADDRESS: THOMAS M O GARA FAMILY TRUST
C/O BRIAN BARSOTTI
PO BOX 370
KETCHUM ID 83340

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 2.450 CFS

PRIORITY DATE: 06/15/1946

POINT OF DIVERSION:

T01S R19E S4 SWNW Lot 4 Within BLAINE County

T01S R19E S4 NWNWSW Within BLAINE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 11/01	2.450 CFS

PLACE OF USE: IRRIGATION in BLAINE County

T01S R19E S03 Lot 4 SWNW	14.00	T01S R19E S04 Lot 2 SWNE	16.00
T01S R19E S04 Lot 1 SENE	15.00	T01S R19E S04 Lot 4 SWNW	18.00
T01S R19E S04 Lot 3 SENW	17.00	T01S R19E S04 NESW	40.00
T01S R19E S04 NWSW	40.00	T01S R19E S04 SWSW	38.00
T01S R19E S04 SESW	40.00	T01S R19E S04 SESE	40.00
T01S R19E S09 NENE	40.00	T01S R19E S09 NWNW	40.00
T01S R19E S09 SWNE	40.00	T01S R19E S09 SENW	40.00
T01S R19E S09 NENW	40.00	T01S R19E S09 NWSW	39.00
T01S R19E S09 SWNW	34.00	T01S R19E S09 SESW	40.00
T01S R19E S09 NESW	39.00	T01S R19E S09 NWSE	34.00
T01S R19E S09 SWSW	40.00	T01S R19E S09 SESE	14.00
T01S R19E S09 NESE	29.00		
T01S R19E S09 SWSE	36.00		
T01S R19E S16 NWNW	22.00		

885 ACRES TOTAL

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF
A COMBINED TOTAL OF 885 ACRES IN A SINGLE IRRIGATION SEASON.
COMBINED RIGHT NOS. 37-20635, 37-20639, 37-20641, 37-20643,
37-20645, 37-20647, 37-20649, and 37-20651.

This right is limited to the irrigation of 79.1 acres within the place of use
described above in a single irrigation season.

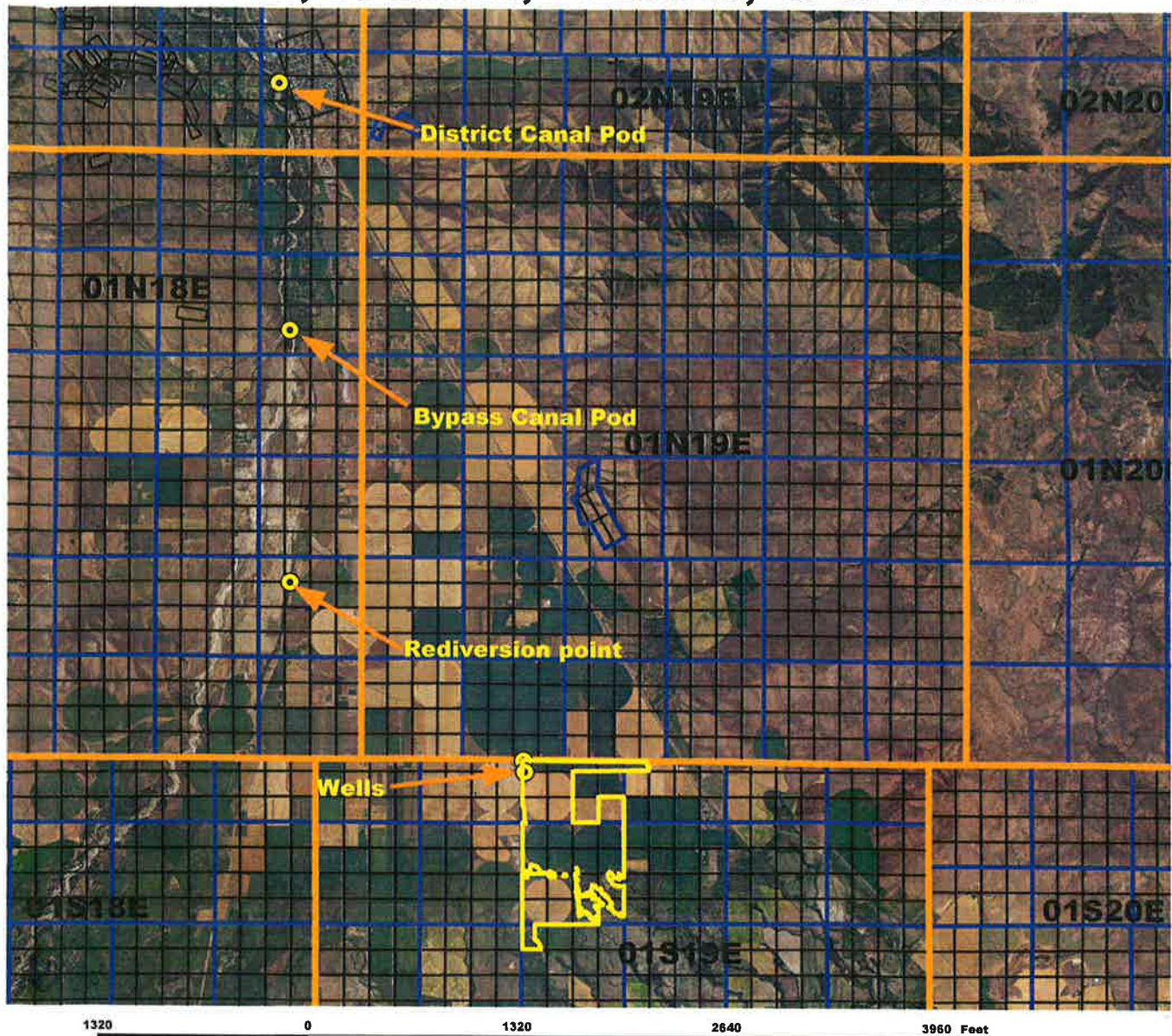
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Idaho Department of Water Resources

**RECOMMENDED PLACE OF USE FOR
37-20635, 37-20639, 37-20641, 37-20643,
7-20645, 37-20647, 37-20649, & 37-20651.**



PLACE OF USE

TWP 1S, RNG 19E, SEC 3, 4, 9, & 16

Data entry on January 8, 2007

● RECOMMENDED POINT OF DIVERSION

RECOMMENDED PLACE OF USE

TOWNSHIP LINES

SECTION LINES

QUARTER/QUARTER LINES



LOCATION IN BASIN

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

Basin 37



11/28/2006

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

RIGHT NUMBER: 37-803

NAME AND ADDRESS: THOMAS M O GARA FAMILY TRUST
C/O BRIAN BARSOTTI
PO BOX 370
KETCHUM ID 83340

VERIFIED BY KKC

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 2.540 CFS

PRIORITY DATE: 06/15/1946

POINT OF DIVERSION:

T01S R19E S4 SWNW Lot 4 Within BLAINE County

T01S R19E S4 NWNWSW 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	2.540 CFS 287.00 AFY

PLACE OF USE: IRRIGATION in BLAINE County

T01S R19E S03 Lot 4 SWNW	16.00	T01S R19E S04 Lot 2 SWNE	16.00
T01S R19E S04 Lot 1 SENE	16.00	T01S R19E S04 Lot 4 SWNW	17.00
T01S R19E S04 Lot 3 SENW	17.00	T01S R19E S04 NESW	40.00
T01S R19E S04 NWSW	39.00	T01S R19E S04 SWSW	39.00
T01S R19E S04 SESW	40.00	T01S R19E S04 SESE	40.00
T01S R19E S09 NENE	40.00	T01S R19E S09 NWNW	40.00
T01S R19E S09 SWNE	40.00	T01S R19E S09 SENE	40.00
T01S R19E S09 NENW	40.00	T01S R19E S09 NWNW	39.00
T01S R19E S09 SWNW	27.00	T01S R19E S09 SENW	40.00
T01S R19E S09 NESW	40.00	T01S R19E S09 NWSW	34.00
T01S R19E S09 SWSW	39.00	T01S R19E S09 SESW	40.00
T01S R19E S09 NESE	40.00	T01S R19E S09 NWSE	41.00
T01S R19E S09 SWSE	40.00	T01S R19E S09 SESE	39.00
T01S R19E S16 NWNW	19.00		

918 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 918 acres in a single irrigation season. Combined Right Nos.: 37-113C, 37-577BZ, 37-682, 37-683, 37-684, 37-355, 37-803, and 37-7569.

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 84 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

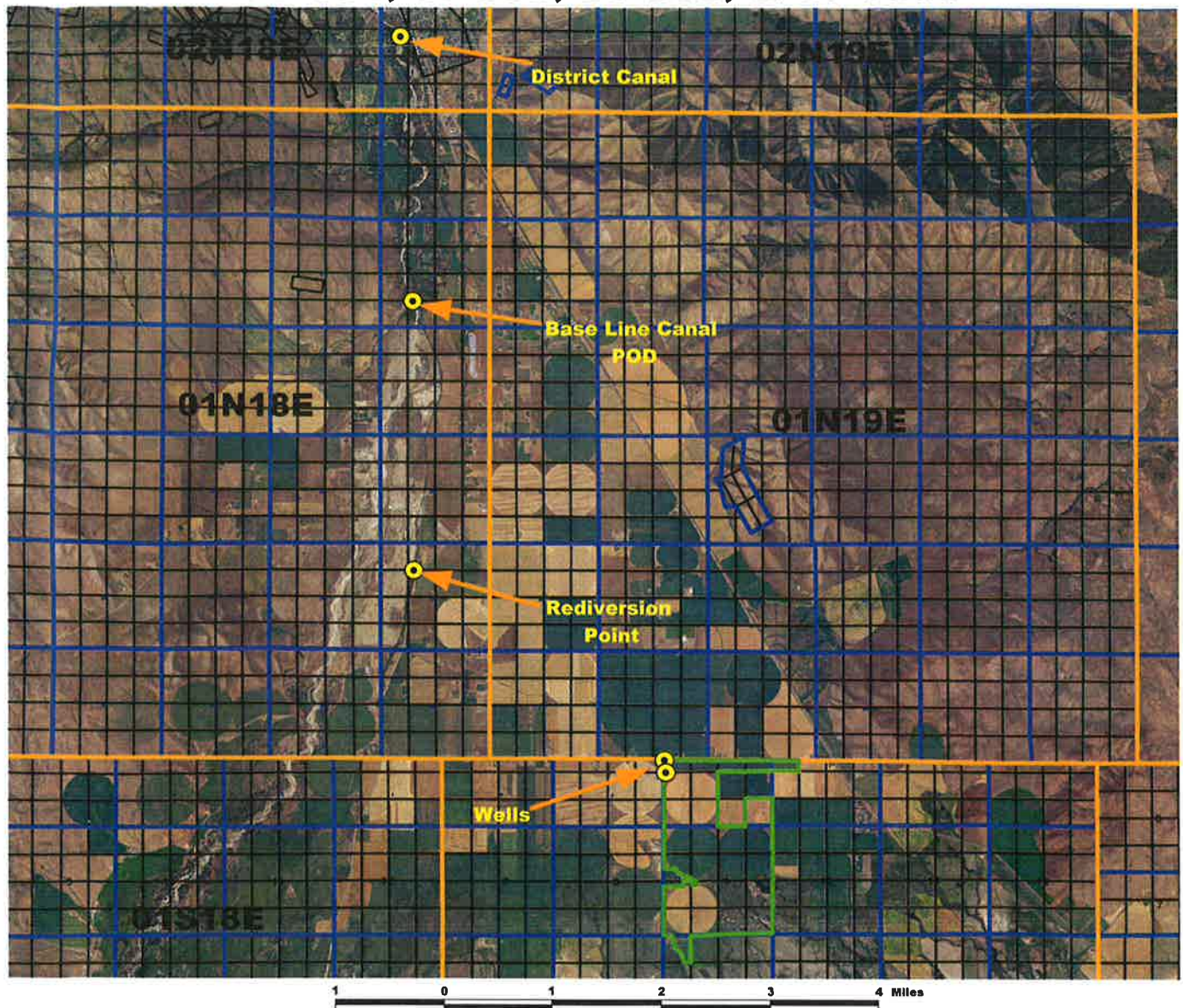
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

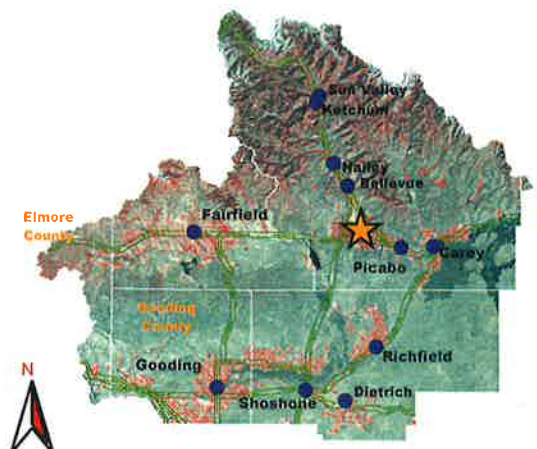
Idaho Department of Water Resources

RECOMMENDED PLACE OF USE FOR 37-113C, 37-577BZ, 37-682, 37-683, 37-684, 37-355, 37-803, & 37-7569



PLACE OF USE
TWP 1S, RNG 19E, SEC 3, 4, 9, & 16
Data entry on November 28, 2006

- | | | | |
|--|--------------------------------|--|-------------------|
| | RECOMMENDED POINT OF DIVERSION | | LOCATION IN BASIN |
| | RECOMMENDED PLACE OF USE | GIS PLACE OF USE PRESENTATION
2004 AERIAL PHOTOGRAPHY
DATA ENTRY BY KELLY K CHRISTENSEN | |
| | TOWNSHIP LINES | | |
| | SECTION LINES | | |
| | QUARTER/QUARTER LINES | | |



Water Right Number - R37-00803

Prefix Translation: RESEARCH

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** A - ATTORNEY ***
ROSHOLT

JOHN A

1 - ROSHOLT ROBERTSON & TUCKER
2 - PO BOX 1906
3 -
City- TWIN FALLS State- ID Zip- 833031906
Phone - 208-734-0700*** C - CURRENT OWNER ***
THOMAS M O GARA FAMILY TRUST

THE

1 - C/O BRIAN BARSOTTI
2 - ATTORNEY AT LAW
3 -
City- KETCHUM State- ID Zip- 83340
Phone - 208-726-3030*** O - ORIGINAL OWNER ***
KERR PACIFIC CORP.1 - C/O ANDREW P. KERR
2 - GILBERTSON ET AL
3 - 1200 S.W. MAIN BLDG.
City- PORTLAND State- OR Zip- 927050000
Phone - 503-221-1772+ - - Priority Date - - + + - - Region - - + + - - Stage - - + + - - Status - - - +
06/15/1946 17 SOUTHERN J - BENEFICIAL USE+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
GROUNDWATER+ - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County
01S 19E 4 SW NW 4 (13) BLAINE
NW SW (13) BLAINE+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume
01 - IRRIGATION 04/01 11/01 2.540+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
2.540 205.0+ - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County
01S 19E 3 SW NW 4 16.0 01 IRRIGATION (13) BLAINE
01S 19E 4 SW NE 2 16.0 01 IRRIGATION (13) BLAINE
01S 19E 4 SE NE 1 16.0 01 IRRIGATION (13) BLAINE
01S 19E 4 SW NW 4 17.0 01 IRRIGATION (13) BLAINE
01S 19E 4 SE NW 3 17.0 01 IRRIGATION (13) BLAINE

Total Acres: 82.0

MICROFILMED
OCT 24 1994

Water right number - R37-00803

Prefix Translation: RESEARCH

+ - - Diversion Means - WELL, 60', 14" CASING; WELL, 24" DIA., 200 HP PUMP, DITCH

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use - 37-00682, 37-00683, 37-00684, 37-00355, 37-02476, 37-00577BZ

+ - - - - - Remarks - - - - - +
OTHER RTS. CONTD. 37-00113C

CHANGE OF OWNERSHIP 1/12/94 BY JG.

+ - - - - - Old Water Right Numbers - - - - - +
No Old Water Right Numbers Found

+ - - - - - Conditions of Approval - - - - - +
No Conditions of Approval found.

+ - - - - Decree Plaintiff - - - + + - - - - Decree Defendant - - - + + - Decree Date - +
CLOVER LAND & LIVESTOCK CO. ALLRED ET. AL. 00/00/0000

+ - - - - - Comments - - - - - +
Date: 01/13/1994 User Id: GIVENS Subject: OWNERSHIP CHANGE
CHANGE OF OWNERSHIP RECEIVED 10/01/93 FORMER OWNER KERR PACIFIC CORP. NEW OWNER THE THOMAS M. O'GARA FAMILY TRUST. COPY OF REAL
ESTATE INSTALLMENT SALE CONTRACT(TO BE KEEP IN THIS FILE) SUBMITTED WITH THE FORM.

+ - - Audit Fields - - +
01/13/94 GIVENS

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

Court Report Filing	- 00/00/0000	Field Inspection Made	- 00/00/0000	Civil Case Number	- 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 00/00/0000	Old Judicial District	-
Claim Received Date	- 12/21/1988	Last Amended Date	- 00/00/0000	Temporary Right	- P
		Receipt Number	- C004292	Water District	-
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	-	Presumption Flag	-
				Notice of Error Flag	-

MICROFILMED
OCT 24 1994

AJ0749NP
No. R37-00803

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 01/13/94
PAGE: 1

```
=====
OWNER      NAME & ADDRESS      PRIORITY  WATER USE      USE PERIOD  DIVERSION  DIVERSION
CODE      NAME & ADDRESS      DATE      DATE      FROM  TO      RATE      VOLUME
-----
C THE THOMAS M O GARA FAMILY TRUST  06/15/1946  IRRIGATION  04-01 11-01  2.54 CFS
C/O BRIAN BARSOTTI
ATTORNEY AT LAW
KETCHUM ID 83340
(208) 726-3030
TOTAL DIVERSION: 2.54 CFS
CONSUMPTIVE USE: 205.0 AFA
=====
```

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion: T01S R19E S04 Lot04(SWNW) NWSW

BLAINE County

Place of use Legal Description for: IRRIGATION

			NE				NW				SW				SE				
T	R	S	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	SUM
			Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	
01S	19E	3	:				:				:				:				16.0
01S	19E	4	:				:				:				:				66.0
					02-16	01-16	:			04-17	03-17	:			:				82.0
																			TOTAL ACRES

POU County: BLAINE

Other Rights: 37-00682, 37-00683, 37-00684, 37-00355, 37-02476, 37-00577BZ

Remarks: OTHER RTS. CONTD. 37-00113C

CHANGE OF OWNERSHIP 1/12/94 BY JG.

Dates: Exam Made Date: Verified Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

MICROFILMED
OCT 24 1994



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

14-JAN-1994

JOHN A ROSHOLT
ROSHOLT ROBERTSON & TUCKER
PO BOX 1906
TWIN FALLS ID 83303-1906

ATTN: CRYSTAL VINCENT

RE: ADJUDICATION CLAIM(S) A37-00803, A37-02476, A37-07569, A37-12400
A37-12401, A37-12402, A37-00355, A37-00682, A37-00683, A37-00684
A37-00113C, A37-00577BZ, A37-12403 OWNERSHIP CHANGE IN THE NAME
OF KERR PACIFIC CORP. to THE THOMAS M. O'GARA FAMILY TRUST

Dear Mr. Rosholt:

Pursuant to the notification that you are representing the Claimants on the above-referenced Change of Ownership Adjudication Claims, I have changed the Department's record(s) as you have requested.

Please check the print-outs for corrections. Should you have any questions, please feel free to contact me at this office.

Sincerely,

Judy Givens
Adjudication Secretary

/jg

Enclosures:

c.c. Kerr Pacific Corp. - c/o Andrew P. Kerr, Attorney at Law
Jim Speck - Attorney at Law
Brian Barsotti - Attorney at Law

MICROFILMED
OCT 24 1994

Water Right Number - 37-00803

Adj. Flag Translation: Standard Water Right Number

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***
KERR PACIFIC CORP.

1 - C/O GILBERTSON, ET AL
2 - 1200 S.W. MAIN BUILDING
3 -
City- PORTLAND State- OR Zip- 927050000
Phone -

*** O - ORIGINAL OWNER ***
ALLRED

C. E.

1 -
2 -
3 -
City- State- Zip-
Phone -
1 -
2 -
3 -
City- State- Zip-
Phone -

ALLRED

JENNIE

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - - +
06/15/1946 17 D - DECREED

+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
GROUNDWATER

Twn	Rng	Sec	Tract	Lot	RFlg	County	Point of Diversion	Stream Index (Blank if no Index Code)
01S	19E	4	SW NW	4	(13)	BLAINE		
01S	19E	4	NW SW		(13)	BLAINE		

Code	Description	Period From	Period To	Water Use	Diversion Rate	Diversion Volume
01	IRRIGATION					
43	DOMESTIC				2.540	

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - + + - Total Consumptive Use - + + - KW Usage - +
2.540

Twn	Rng	Sec	Tract	Lot	Acres	Code	Description	County
01S	19E	3	SW NW	4	16.0	01	IRRIGATION	(13) BLAINE
01S	19E	4	SW NE	2	16.0	01	IRRIGATION	(13) BLAINE
01S	19E	4	SE NE	1	16.0	01	IRRIGATION	(13) BLAINE
01S	19E	4	SW NW	4	17.0	01	IRRIGATION	(13) BLAINE
01S	19E	4	SE NW	3	17.0	01	IRRIGATION	(13) BLAINE

Total Acres: 82.0

FEB 23 1993

MICROFILMED

Adj. flag translation: Standard Water Right Number

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

+	Remarks
	No Remarks found.

+ - - - - - Conditions of Approval - - - - -
No Conditions of Approval found.

+ - - - Decree Plaintiff	- - - +		+ - - - Decree Defendant	- - - +		+ - Decree Date - +
CLOVER LAND & LIVESTOCK CO.			ALLRED ET. AL.			05/10/1951

+ - - Microfilm Rolls -

+ - - Audit Fields - 01/13/88 05/28/88 CONVERT

[illegible]

Proof Due Date	-	00/00/0000	Field Exam Made	-	00/00/0000	Field Exam Fee	-	
Approved/Denied	-	00/00/0000	Protested Date	-	00/00/0000	Swan Falls	-	
Proof Made Date	-	00/00/0000	Hearing Date	-	00/00/0000	Temporary Right	-	P
Start Work Date	-	00/00/0000	Verified Date	-	12/30/1986	DLE/Carey Act	-	
Order Show Cause	-	00/00/0000	Receipt Number	-		Water District	-	
Licensed Date	-	00/00/0000	Appl Received	-	00/00/0000	Transfer/Amended	-	
Decree Date	-	05/10/1951						

MICROFILMED
FEB 23 1993

Claimant Acknowledgement of Change in Attorney in Snake River Basin Adjudication (SRBA)

Name(s) of Claimant (please print):

THE THOMAS M. O'GARA FAMILY TRUST

I/we acknowledge (check one):

☐ The attorney formerly representing me has withdrawn and I/we will be representing myself/ourselves.

☒ I/we are now represented by the attorney at the address below.

IN SRBA = JOHN A. ROSHOLT of ROSHOLT, ROBERTSON & TUCKER

PO BOX 1906, TWIN FALLS ID 83303-1906

(208/734-0700)

OTHER MATTERS = BRIAN BARSOTTI, ATTORNEY AT LAW

PO BOX 10013, KETCHUM ID 83340

(208/726-3030)

Attorney's Phone _____

The SRBA water right claim notice(s) affected by this change are listed below or on the attached sheet(s).

A37-00803: A37-02476: A37-07569: A37-12400: A37-12401: A37-12402
A37-00355: A37-00682: A37-00683: A37-00684: A37-00113C: A37-00577BZ
A37-12403

For Individuals:

Authorized signature(s) Date 12/27/93

Tracie of THE THOMAS M. O'GARA Trust

For Organizations:

I am _____ of _____, and I

Title

Organization

have signed the foregoing document in the space below as

of _____

Title

Organization

Signature of Authorized Agent _____

Title _____

Date _____

Organization _____

IDWR Use:

Date Received _____

Data Entry _____

RECEIVED

JAN 05 1994

Department of Water Resources
Southern Region Office

MICROFILMED

OCT 24 1994

Revised Date 4-03-92

BRIAN BARSOTTI

ATTORNEY AT LAW

GREYHAWK ALPINE CENTER

WARM SPRINGS VILLAGE

P. O. BOX 10013

KETCHUM, IDAHO 83340

208/726-3030 FAX NO. 208/726-2922

OF COUNSEL TO
ROARK, DONOVAN, PRAGGASTIS,
RIVERS & PHILLIPS

ADMITTED TO THE PRACTICE
OF LAW IN IDAHO AND
CALIFORNIA

January 4, 1994

RECEIVED

JAN 05 1994

Department of Water Resources
Southern Region Office

Att: Crystal
John Rosholt
Rosholt, Robertson & Tucker
P O Box 1906
Twin Falls, Idaho 83303-1906

Dear Crystal:

Enclosed is the executed Claimant Acknowledgement of Change in Attorney. This was executed by Tom O'Gara as Trustee of the Thomas M. O'Gara Family Trust.

Thank you for your assistance.

Very truly yours,



Brian J. Barsotti

BB/k
Enc.

MICROFILMED

OCT 24 1994

BRIAN BARSOTTI

ATTORNEY AT LAW

GREYHAWK ALPINE CENTER

WARM SPRINGS VILLAGE

P. O. BOX 10013

KETCHUM, IDAHO 83340

208/726-3030 FAX NO. 208/726-2922

OF COUNSEL TO
ROARK, DONOVAN, PRAGGASTIS,
RIVERS & PHILLIPS

ADMITTED TO THE PRACTICE
OF LAW IN IDAHO AND
CALIFORNIA

January 4, 1994

RECEIVED

JAN 05 1994

Department of Water Resources
Southern Region Office

Att: Crystal
John Rosholt
Rosholt, Robertson & Tucker
P O Box 1906
Twin Falls, Idaho 83303-1906

Dear Crystal:

Enclosed is the executed Claimant Acknowledgement of Change in Attorney. This was executed by Tom O'Gara as Trustee of the Thomas M. O'Gara Family Trust.

Thank you for your assistance.

Very truly yours,



Brian J. Barsotti

BB/k
Enc.

MICROFILMED
OCT 24 1994

Claimant Acknowledgement of Change in Attorney in Snake River Basin Adjudication (SRBA)

Name(s) of Claimant (please print):

THE THOMAS M. O'GARA FAMILY TRUST

I/we acknowledge (check one):

☐ The attorney formerly representing me has withdrawn and I/we will be representing myself/ourselves.

☒ I/we are now represented by the attorney at the address below.

IN SRBA = JOHN A. ROSHOLT of ROSHOLT, ROBERTSON & TUCKER

PO BOX 1906, TWIN FALLS ID 83303-1906

(208/734-0700)

OTHER MATTERS = BRIAN BARSOTTI, ATTORNEY AT LAW

PO BOX 10013, KETCHUM ID 83340

(208/726-3030)

Attorney's Phone _____

The SRBA water right claim notice(s) affected by this change are listed below or on the attached sheet(s).

A37-00803: A37-02476: A37-07569: A37-12400: A37-12401: A37-12402
A37-00355: A37-00682: A37-00683: A37-00684: A37-00113C: A37-00577BZ
A37-12403

For Individuals:

Authorized signature(s) Date 12/27/93

Trustee of THE THOMAS M. O'GARA Trust

For Organizations:

I am _____ of _____, and I

Title

Organization

have signed the foregoing document in the space below as

of _____

Title

Organization

Signature of Authorized Agent _____

Title _____

Date _____

Organization _____

IDWR Use:

Date Received _____

Data Entry _____

Revised Date 4-03-92

RECEIVED

JAN 05 1994

Department of Water Resources
Southern Region Office

MICROFILMED

OCT 24 1994

SD-0601-2 Last Name: KERR PACIFIC CORP.

STATE

S E L	First Name	O W N	Water Right No.	Priority Date	Source	Total Diversion	Use Code Desc
-	-----						
-	KERR PACIFIC CORP.						
-		C	A37-00803	06/15/1946	GROUNDWATER	2.540	01 IRR
-		C	A37-02476	02/12/1947	GROUNDWATER	1.640	01 IRR
-		C	A37-07569	03/08/1977	GROUNDWATER	9.200	01 IRR
-		C	A37-12400	12/31/1960	GROUNDWATER	0.040	43 DOMEST
-		C	A37-12401	12/31/1973	GROUNDWATER	0.040	43 DOMEST
-		C	A37-12402	12/31/1938	GROUNDWATER	0.130	43 DOMEST
-							04 STOCK
-		C	A37-00355	05/17/1883	BIG WOOD RI	5.600	01 IRR
-		C	A37-00682	04/17/1883	BIG WOOD RI	0.500	01 IRR
-		C	A37-00683	06/20/1884	BIG WOOD RI	4.500	01 IRR
-		C	A37-00684	06/02/1890	BIG WOOD RI	1.000	01 IRR
-		C	A37-00113C	07/10/1884	BIG WOOD RI	1.000	01 IRR
-		C	A37-00577BZ	03/24/1883	BIG WOOD RI	0.690	01 IRR
-		C	A37-12403	12/31/1950	GROUNDWATER	0.070	04 STOCK
-							

(Enter=Continue)

(GOLD7=This Query)

(Menu _____)

MICROFILMED
OCT 24 1994.

10/27/1988

SRBA CLAIMS RECEIVING CHECKLIST

CLAIMANT'S NAME

Kerr Pacific

CLAIM IDENT. NO.

A37-00803

DATE RECEIVED

10-27-88

CK #

COO4292

AMOUNT \$

1. Is the name and address complete with zip code?

YES

NO

2. Is a priority date entered?

Is the water use exempt from the Permit requirements, or if it is not exempt, has a Permit been approved or a License issued?

A Permit is required: (1) for groundwater developed after March 25, 1963 (except single family domestic and stockwater wells using less than 13,000 gpd), or (2) for surface water developed after May 20, 1971 (except for instream stockwater). USE CARE IF CLAIM IS RETURNED. REFER TO ADJUDICATION MEMOS # 1 (ADJ. CLAIMS/APPLICATIONS) AND # 9 (REJECTION OF CLAIMS). EXPLAIN IN COMMENTS.

Decel pull over

3. (a) Is a source entered?

(b) Is a tributary to entered? (if required)

N/A

4. Is the legal description of the p.d. sufficient?

5. Is there a description of the diverting works?

6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form.

Is the period of use included?

Is a quantity claimed for each use?

7. Is a total quantity claimed entered?

8. If required is a consumptive use entered?

82 acres

N/A

Is the consumptive use correct?

N/A

9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see Adjudication Memo # 4.

N/A

10. Is (are) the place(s) of use and purpose(s) indicated?

11. Is (are) the county(ies) entered?

12. Is the ownership of p.u. checked?

13. Are other water rights listed or "none" indicated?

14. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.)

N/A

15. Is the basis of the claim indicated?

16. Is the claim signed by the claimant, and is the signature appropriate? (If an individual is the claimant, has that individual signed the claim, or if an organization is the claimant, is the organization signature block complete?)

Has the claim been signed, sealed, and dated by a notary?

Was this claim filed on time, or was an extension granted?

Is the fee enclosed correct?

Exempt

If this claim is based on an existing water right, has the identification number been entered?

N/A

Should this claim be receipted and data entered?

Claim checked by:

Ray

MICROFILMED

OCT 24 1994

Comments:

notice of app